

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIIF **DATE:** August 14, 2023

TOPIC/TITLE: Contracts

PRESENTER: Danny Adkins

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
 - ACTION REQUESTED AT THIS MEETING
 - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
 - ACTION REQUESTED AT FUTURE MEETING: (DATE)
 - BOARD REVIEW REQUIRED BY
- STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
 - PREVIOUS REVIEW OR ACTION
- DATE:
 - ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: Visitor Management Platform Pilot; Goff Tents & Events; Staffing Agency Agreement; Adult Education Contract with Jessamine County Schools; Mindspark Professional Learning; Quadrient Leasing - Central Office Postage Meter; Speech and Language Pathologists; Athletic Contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended



**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 4, 2023

TOPIC/TITLE: Visitor Management Platform Pilot *GW*

PRESENTER: Garet Wells

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

Board policy 01.1 states in part "The Board may....make contracts.... and do all things necessary to accomplish the purposes for which it is created."

SUMMARY OF MAJOR ELEMENTS:

Attached is the Order Form and Master Service Agreement for Navigate360's Visitor Management System. This system will screen visitors by doing a check of the national sex offender registry. The pilot program will be at Northside which conducted a previous visitor management pilot. This will give us two separate products from which to compare.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Daryl Adley

NAVIGATE360 - ORDER FORM

Customer: Woodford County Public Schools 330 PISGAH PIKE VERSAILLES, KY 40383 Stephen Sutton stephen.sutton@woodford.kyschools.us	Proposal No: Q-52293 Proposal By: Chris Murphy Email: cmurphy@navigate360.com Opp Number: 158243 Proposal Expires: 8/1/2023
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Total Investment: \$375.00 - Net 30

Term: The 12 month term for subscription services begins on **8/1/2023** and ends on **7/31/2024**. Subscription services will be billed according to the following invoice schedule: One-Time Payment

Notes:

■ BUNDLED SERVICES

Group1			
Product	Description	Quantity	Price
Navigate360 Visitor Management	Access to the Visitor Management platform.	1 Building(s)	\$375.00
Group1 TOTAL:			\$375.00

Subscription Total: \$375.00

Total: \$375.00

Proposal No: **Q-52293**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: Woodford County Public Schools MSA

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____
A/P Phone: _____
A/P Email: _____
A/P Address: _____
City: _____
State (2 Letter Abbreviation): _____
Zip Code: _____
Federal Tax ID: _____
Purchase Order
[] Attached PO #: _____
[] PO in process to be sent separately
Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

Name: _____
Title: _____
Date: _____
Signature: _____

Sales Tax Exemption Certificate must be attached.

Proposal No: **Q-52293**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the "**Company**") and Customer, whose detailed information is set forth on the applicable Order Form (the "**Customer**").

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. The defined terms for this Agreement and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>
2. Services. Company shall provide the Services to Customer pursuant to the Addenda as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

Addendum A: Software Services
<https://tinyurl.com/N360AddendumA-20210106>

Only Addenda included on an Order Form shall apply. Additional Services may be purchased after the Effective Date subject to execution of additional Order Form.

3. Company's Obligations.
 - 3.1 Company shall:
 - (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
 - (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
 - (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
 - (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
 - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.
4. Customer's Obligations.
 - 4.1 Customer shall:
 - (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the "**Customer Contract Manager**");
 - (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, current and accurate maps, wifi credentials, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services. Authorized Service Recipients shall always keep the Customer aware of Company's schedule in providing the Services. Any Services refused or needing to be rescheduled due to any Authorized Service Recipient not sharing the relevant information/schedule of the Company for providing Services shall incur additional fees as set out in the Order Form;
 - (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
 - (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any

US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Additional fees may be incurred as a result of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees being in breach of this provision.

5. Term and Termination.

5.1 Term and Renewal. The term of this Agreement shall be set out on the Order Form (the "**Term**"). Thereafter, the term of this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal to the other party at least 90 days prior to the end of the then-current Term. If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement for cause, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to an annual increase of the greater of 5% or CPI.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 One-time Training Classes shall include a 30-day money back guarantee from the signing date of this Agreement, cancellations after the 30th day will be provided a voucher for an equivalent class for use within 180 days.

6.7 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights; Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of Services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of

this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and

(b) Company's material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

(a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;

(b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;

(c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or

(d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 To the fullest extent permitted by Law, Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;

(b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and

(c) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS

FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one (1) year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the

datemailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:
Navigate360, LLC
3900 Kinross Lakes Parkway, Second Floor
Richfield, Ohio 44286
Email: legal@navigate360.com
Attention: General Counsel

If to Customer:
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in the State of Ohio. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Rental Contract

You are requested to electronically sign the document below

Signature Requested From WOODFORD COUNTY HIGH SCHOOL



152 Commerce Drive
 Nicholasville, KY 40356
 www.Gofftents.com
 859-887-5272 Phone
 859-887-4232 Fax

Status: Reservation

Contract #: 111610-1

Event Beg: Fri 5/24/2024 12:00AM

Event End: Tue 5/28/2024 12:00AM

Operator: LAURA MCHUGH

Customer #: 11734

WOODFORD COUNTY HIGH SCHOOL

Phone 859-879-4630

180 Frankfort St

VERSAILLES, KY 40383

Ordered By: TRACY

Salesman: Bethany Sams bethany@gofftents.com

Delivery Fri 5/24/2024

TRACY PROBST
 FALLING SPRINGS CENTER
 275 BEASLEY RD
 VERSAILLES, KY 40383
 ON THE FOOTBALL FIELD

Pickup Tue 5/28/2024

TRACY PROBST
 FALLING SPRINGS CENTER
 275 BEASLEY RD
 VERSAILLES, KY 40383

Tracy Probst 859-619-1041

Scott Ellis 502-517-1225

Qty	Items Rented	Each	Status	Event End Date	Price
560	CHAIR WHITE GARDEN Price does not include set up or break down.	\$3.25	Reserved	Tue 5/28/2024	\$1,820.00
1	STAGE KEY STAGE KEYS NOT RETURNED WILL BE CHARGED \$25/PER	\$0.00	Reserved	Tue 5/28/2024	\$0.00
9	13 FOOT SKIRTING FRONT & BOTH SIDES	\$18.00	Reserved	Tue 5/28/2024	\$162.00
50	STAGE DECK 4X4 20X40 2'LEGS	\$45.00	Reserved	Tue 5/28/2024	\$2,250.00
1	STAGE STEP W HANDRAIL	\$25.00	Reserved	Tue 5/28/2024	\$25.00
2	RAMP	\$500.00	Reserved	Tue 5/28/2024	\$1,000.00

Qty	Items Sold	Each	Status	Price
560	SET CHAIRS	\$0.60	Selling	\$336.00
560	BREAK DOWN CHAIRS	\$0.60	Selling	\$336.00

1	Delivery/Pickup	\$100.00	Selling	\$100.00
	Standard delivery by end of day between the hours of 8am and 6pm. Specific delivery and pick up times may result in additional fees, please contact your sales associate.			
1	FUEL SURCHARGE	\$25.00	Selling	\$25.00
1	LABOR	\$600.00	Selling	\$600.00
	PREP/LOAD/UNLOAD			

Intentional damage, misuse of equipment, or missing items are not covered by damage waiver.

Rental Contract

I, the undersigned renter, specifically acknowledge that I have received and understand instructions regarding the use and operation of the rented equipment.

Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all terms, conditions, and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

I HEREBY AUTHORIZE LESSOR TO MAKE APPROPRIATE CHARGES TO MY CREDIT CARD.

THIS IS YOUR CONTRACT, READ BOTH SIDES BEFORE SIGNING.

Signature:

WOODFORD COUNTY HIGH SCHOOL

Rental:	\$5,257.00
Damage Waiver:	\$525.70
Sales:	\$1,297.00
Delivery Charge:	\$100.00
Subtotal:	\$7,179.70
Total:	\$7,179.70
Paid:	\$0.00
Amount Due:	\$7,179.70

For good and valuable consideration, you and Goff Tents, Inc., a Kentucky corporation, dba "Goff Tents & Events" (also referred to in this Contract as "GTI," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means your reservation or order (even if more than one page); "Contract" means P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section [or "§"] 3 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," and "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1 (and as applicable, each and every permitted borrower, sublessee, successor and/or assign of such Lessee per § 6).

2. You agree to rent from GTI the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent") and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all injuries and property damage, for the entire Term and until all Rented Item(s) is/are returned to and accepted by GTI in the return condition required under this Contract (including § 9). Unless otherwise specifically agreed by GTI, all rental rates are for normal use of the Rented Item(s) on a single-event basis and otherwise in accordance with the terms of this Contract. Additional Rent at our maximum periodic rate will be due for overuse and late returns. No reduction of Rent will be made for severe weather, time in transit, *force majeure* events or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing per § 16, you: (i) will pay us: (A) the Estimated Rent, together with any retainer specified on P.1 in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will be deemed abandoned.

3. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and understand all laws, rules, regulations, training, manuals, instructions, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith (including cleaning and ventilation requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (call 811 or 800-752-6007 and go to www.Kentucky811.org <http://www.Kentucky811.org> at least 2 full business days in advance); (vi) will immediately cease using any Item that is contaminated, damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract.

4. In the event of a Malfunction as defined in § 3, you agree to immediately notify and return the Malfunctioning Item to, GTI, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

5. You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless GTI. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).

6. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), GTI owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; or (b) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. If we consent to any of the same, you will: (i) remain primarily responsible for the prompt payment and performance of all obligations of the Lessee arising under this Contract; and (ii) continue to ensure that each end-user of the Rented Item(s) fully and timely complies with each and every term of this Contract at all times. If we assign or transfer this Contract or any Item(s), you will attend to the recipient, who will not be responsible for our pre-existing obligations or liabilities.

7. **SAFETY WARNINGS AND PRECAUTIONS:** THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) by properly trained, qualified, certified, FAMILIARIZED and/or licensed (as applicable) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. Accordingly, you will not, nor will you permit anyone else to use any Rented Item while under the influence of any intoxicant(s) (including without limitation, cannabis and alcohol) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item. **IMPORTANT:** Chairs typically have a capacity limit of **250 lbs. DO NOT ALLOW ANY PERSON WHO WEIGHS MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY GTI**. You also agree to: (a) ensure that all **children** in, on or near any Rented Item(s) are supervised by a competent adult at all times; and (b) evacuate, and permit GTI to delay delivery, installation and/or use of, or dismantle and/or retrieve any Rented Item(s), without obligating GTI to do so, if any hazard (including without limitation, severe weather and/or contamination) occurs or threatens. You shall not expose any Rented Item(s) to any flammable, explosive, harmful, hazardous or illegal substance(s) or circumstance(s).

8. **no warranties:** ALL ITEM(S) REFERENCED HEREIN ARE PROVIDED **"AS-IS"**. NEITHER GTI NOR ANY TPO, MAKES ANY WARRANTY(ies), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS OR CONTAMINATION, AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(ies) arising FROM OR IN CONNECTION WITH any COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) referenced in this contract, NOR DOES GTI OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY GTI OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**

9. You agree to protect, properly clean, maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the

end of the Term, complete, clean, free of contamination, burns, cuts, stains, discoloration and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, cleaning, refueling and/or, if applicable, the full new replacement cost of the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

10. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, all RISK(S) OF PERSONAL and bodily INJURY, illness, LOSS, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, the ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING from and/or IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, fueling, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, CLEANING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL thereof, WHETHER OR NOT YOUR FAULT (collectively, "risks"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, GTI, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, sublessees, successors and/or assigns; and except only as provided in § 4, (C) **WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

11. You agree to maintain all insurance required under applicable law, as well as any and all other policy (ies) of insurance GTI may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; and (c) workers' compensation insurance. Such policies shall, whenever possible: (A) name Goff Tents, Inc. as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include such other provisions (including deductibles) as GTI may require. You irrevocably appoint GTI as your agent and attorney-in-fact for purposes of submitting and negotiating claims on all of the above referenced policies.

12. If and only if, we have offered, and you have paid for our **Optional Limited Damage Waiver ("ldw")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) intentional damage as well as all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your Breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 11. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and /or improved with, any Rented Item(s). We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide, and agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay all sales, use and other taxes, tolls, assessments, fines, fees and other charges related to the Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover our associated attorneys' fees, costs and expenses from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies.

14. This Contract shall be: (a) governed by, interpreted and enforced under the laws of Kentucky; and (b) bind and be enforceable by and against you, Goff Tents, Inc., the other

Indemnitees and their respective insurers, subrogees, successors and permitted assigns (there being no other third-party beneficiaries hereto). Any and all dispute(s) arising under and/or in connection with this Contract and/or its subject matter shall, at GTI's option, be submitted to binding arbitration before a single arbitrator selected by GTI at the offices of the American Arbitration Association located in or nearest to Lexington, KY. Such arbitrator(s) decision(s) shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Nicholasville, KY (unless waived by GTI). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. This Contract, and any "Addenda" we may provide, each of which is incorporated herein, constitute(s) the entire agreement between you and Goff Tents, Inc., superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). Digital, electronic, photocopied and facsimiled signatures and initials on this Contract and/or any Addenda will be deemed originals.

15. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 12, damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which are cumulative.

16. Cancellation Policy: To confirm your reservation, we require a 50% non-refundable rental retainer and a signed Contract. If you cancel or reduce your Rental 30 days or less prior to their scheduled Commencement Date(s), you will be responsible for all Estimated Rent and other charges due hereunder, together with all applicable credit card processing fees and surcharges. In the event that an order must be rescheduled for any reason the cancellation policy will be retroactive to the original contract date and is subject to any additional fees or price increases.

17. WARNING: A person is guilty of theft of services when the person intentionally obtains services by deception, threat, false token or other means to avoid payment for the services which he knows are available only for compensation. Doing so may result in CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION. See KRS § 514.060, *et seq.* and its/their successor provision(s) for details.

Official Signature Page

Agreement to Terms E-Signature Authorization

I agree that my electronic signature as represented here is legally binding. I herewith represent and attest that all contracts and documents submitted using my electronic signature have been signed by me. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I certify that my electronic signature is for my own use, that I will keep it confidential, and that I have not delegated it or shared it with any individual. I agree to

the electronic storage of this record and understand that viewing it requires a computer with access to the internet and a modern web browser. I understand that if I withdraw my consent to the electronic storage of this record and wish to obtain a paper copy, I must request one in person and may be charged a fee.

By entering my electronic signature using the provided interface, I declare that:

I have read and understand this contract.

I am or I am authorized to sign the contract on behalf of, the lessee.

I agree to be bound by the terms and conditions of the contract.

I understand that Point of Rental provides this e-signature service as a convenience and is not a party to the contract.

Signature ↓

Entering text or a signature constitutes your legally-binding signature on the contract displayed in this window.

Sign Document

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 7, 2023

TOPIC/TITLE: Staffing Agency Agreement

PRESENTER: Garet Wells *GW*

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
 - PREVIOUS REVIEW OR ACTION
-
- DATE:
 - ACTION:

BACKGROUND INFORMATION:

Board policy 01.1 states in part "The Board may....make contracts.... and do all things necessary to accomplish the purposes for which it is created."

SUMMARY OF MAJOR ELEMENTS:

Attached is a draft agreement with LGC staffing agency. They would work to find custodial and food service support for Woodford County Public Schools upon request as needed.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: **Recommended** **Not Recommended**



Woodford County Public Schools

Schedule of Fees

Position:

Hourly Bill Rate:

Food Service Worker
Custodial

\$21.60
\$23.20

Any LGC Associates temporary employee under \$28k in base salary could be converted to your payroll after 420 worked hours for no additional fee. If the conversion occurs prior to the 420 hours, a fee of or up to \$2,500 would be charged.

A cancellation fee of 2-hours per employee will be charged if an order is cancelled within 24 hours of an event. All shifts have a 4 hour minimum.

Holidays would be billed at 1.5 times the hourly bill. Holidays defined as, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Eve and New Year's Day.

Client Printed Name

Client Signature

Date

**Jessamine County Schools
Woodford County Schools
Contract to Provide Adult Education Services
FY 2023-24**

1. This contract between Jessamine County Schools (hereinafter referred to as JCS), and Woodford County Schools (hereinafter referred to as WCS) is to establish responsibilities of each party in the provision of adult education activities in Woodford County.
2. Severability Clause: The nullification of one part of this contract will have no bearing on the other parts.
3. JCS shall act as the sole fiscal agent of the Kentucky Adult Education (KYAE) grant allocations for Jessamine and Woodford Counties.
4. All adult education personnel shall be employed by JCS.
5. All adult education personnel must meet the minimum education and experience requirements as dictated by the KYAE Implementation Guidelines and JCS Board of Education.
6. JCS agrees to provide the following administrative and instructional services to support adult education activities in Woodford County:
 - a. Program oversight by the Director of Adult Education including staffing assignments, observation, coaching, and evaluation
 - b. Two part-time GED instructors dedicated to providing instruction in Woodford County mornings/evenings
 - c. One part-time afternoon/evening ESL instructor (may be increased according to student needs)
 - d. A minimum of 4 hours of instruction in the Woodford County Detention Center
 - e. Food handlers/Kentucky ONE training for Woodford Food Service staff
 - f. Continued partnerships with local Woodford businesses to provide services for GE D seeking employees
 - g. Monthly budget reports detailing expenditures in the program within Woodford County
 - h. Annual presentation to the Woodford County Board of Education
7. WCS agrees to provide the following:
 - a. \$40,000 to support the program to be provided July 1st of each new FY.
 1. \$15,000 to support the salary of the Director
 2. \$15,000 to support instructional staffing and program supplies
 3. (\$10,000 in-kind rental support for programming at 209 N. Main Street)
 - b. Physical space to conduct the program (see 7a.3.)
 - c. Utility and maintenance to the physical space
 - d. Technology infrastructure and devices
 - e. Technology support
 - f. Promotion and support of the program
 - g. Monthly report from DPP including contact information of recent dropouts in order to provide a seamless transition to GED preparation
8. WCS agrees to hold JCS harmless for any and all injuries suffered by any participant in adult education classes on WCS property performed under the terms of this contract. Continued employment by all adult education staff shall be contingent upon the employee achieving

satisfactory performance evaluations aligned with KYAE standards as detailed in the Implementation Guidelines.

9. Inclusive dates: July 1, 2023 through June 30, 2024

Agreed to and signed this day (day, month and year) _____ by:

Superintendent, Jessamine County Schools

Superintendent, Woodford County Schools

Chairperson Jessamine County Board of Education or Designee

Chairperson Jessamine County Board of Education or Designee

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 16, 2023

TOPIC/TITLE: Mindspark (Professional Learning)

PRESENTER: Danny Adkins/ Josh Rayburn

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

This is a continuation from our previous Mindspark journey to continue our plan to increase Workforce development to support our Portrait of a Learner and expand our team.

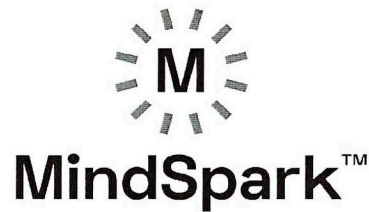
SUMMARY OF MAJOR ELEMENTS:

This MOU is an agreement between Woodford Co. and Mindspark.

IMPACT ON RESOURCES: \$2,000 for the MOU and subs for up to 4 teachers

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: **Recommended** **Not Recommended**



Agreement

between

MindSpark Learning
455 S. Pierce Street
Lakewood, CO 80226

and

Woodford County Schools
330 Pisgah Pike
Versailles, KY 40383

Date: August 16^h, 2023

Agreement Parties: MindSpark Learning (MSL) and Woodford County Schools agree to complete the work outlined in this Agreement to deliver a professional learning experience.

A. Objectives (UNIQUE TO EACH CONTRACT)

The objectives of this plan are to:

1. Provide professional development opportunities that are interactive, stimulating, and inspiring and produce measurable and impactful results.
2. Provide tools, resources, and techniques that educators and individuals can readily and easily implement in their school, classrooms, or organizations.
3. Facilitate peer-to-peer connections and interactions to connect with others schools or individuals with the same or varying problems of practice and to learn from other professionals living the work in their school or organization.

B. Scope of Work and Cost

The following outlines the specific dates, location(s), scope of work, and payment terms for this Agreement.

1. **Needs Assessment:** Planning begins with a custom assessment of needs that involves an introductory phone or in-person meeting with the facilitator(s).
2. **Professional Learning:** MSL sessions are active and learner-centered. Content may be delivered in multiple forms including workshops, individual/group coaching, or online.
3. **Program Evaluation:** All MSL sessions will be evaluated by attendees at the end of the session, and questions will be connected to MSL’s quality metrics. Feedback is completed online.

Program payment is based on MSL daily rate plus any additional travel costs for outside facilitators and materials. Payment to MSL is due 30 days following the signing date of this Agreement.

Date(s)	Scope of Work	Location	Cost
Fall 2023 – March 2024	<p>Education Accelerator – September launch with monthly engagements to follow. Topics can include but are not limited to: workforce development, career literacy, collective genius, educational entrepreneurship, and how to lean into and lead through innovation.</p> <p>Teams will decide on their Problem of Practice and develop a level-up plan and blueprint to support their work.</p> <p>Each team will consist of three to eight members. Woodford will send two teams (\$1,000/team).</p>	In-person and/or Virtual	\$2,000.00 COMP
	Total program cost to be received from Woodford County Schools		\$00.00

C. Designated Points of Contact

MindSpark Learning
Kiki Huckaby
Chief Impact Officer
kiki@mindspark.org
(303) 963 - 5390

Woodford County Schools
Danny Adkins
Superintendent
danny.adkins@woodford.kyschools.us
(859) - 879-4600

D. Understandings

The Agreement Parties acknowledge that this Agreement does not give rise to any liabilities between the parties. The parties agree to develop a strong collaborative relationship and work in a coordinated fashion in order to successfully implement the work.

Moreover, this Agreement does not restrict involved parties from participating in similar

agreements with other public or private agencies, organizations, and/or individuals.

E. Authorization

These terms are agreed to on this 16th day of August, 2023.

MSL

Woodford County School

A handwritten signature in cursive script that reads "Kiki Huckaby".

Printed Name: Kiki Huckaby

Printed Name: Danny Adkins

Title: Chief Impact Officer

Title: Superintendent

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 28, 2023

TOPIC/TITLE: CO Postage Lease Renewal

PRESENTER:

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

Postage machine lease renewal contract.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Customer

Organization	Woodford County Board of Education		
DBA			
Address	330 PISGAH PIKE		
City State Zip	VERSAILLES	KY	40383-9214
Phone	(859) 879-4600	Fax	(859) 879-3961

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809
 and / or
 State Participating Addendum (PA) #:
 MA 758 2300000562 (KY)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	Woodford County Board of Education		
Attention	Shane Smith		
Address	330 PISGAH PIKE		
City State Zip	VERSAILLES	KY	40383-9214
Phone	(859) 879-4600	Email	Chief Financial Officer

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$251.23	\$15,073.80

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP10	IX Series 10 lb Weighing Platform

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682
- Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

 Authorized by Date

 Print Name Title



Government Product Lease Agreement
with Postage Meter Rental Agreement

Section (A) Office Information

Table with 4 columns: Office Number, Office Name, Phone #, Date. Values: 9860, Central Business Systems, (859) 276-1690, 08/15/2023

Section (B) Billing Information

Table with 2 columns: Field, Value. Fields: Company Name, DBA, Billing Address, City State Zip+4, Contact Name, Contact Title, Email Address. Values: Woodford County Board of Education, 330 PISGAH PIKE, VERSAILLES KY 40383-9214, Shane Smith, COO/CFO, Chief Financial Officer

Section (C) Installation Information (if different from billing information)

Table with 4 columns: Field, Value. Fields: Company Name, Installation Address, City State Zip+4, Contact Name, Contact Title, Email Address, Main Post Office. Values: Woodford County Board of Education, 330 PISGAH PIKE, VERSAILLES KY 40383-9214, Shane Smith, COO/CFO, Chief Financial Officer

Section (D) Products

Table with 3 columns: Qty, Model / Part Number, Description. Values: 1 IX7 iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge; 1 IXWP10 iX Series 10 lb Weighing Platform

Section (E) Lease Payment Information & Lease Payment Schedule

Form with sections: Tax Status (Tax Exempt checked), Billing Frequency (Quarterly checked), Billing Method (Standard checked), Number of Months (60), Monthly Payment (\$251.23), Current Lease Number (N18052928), ACH option.

Section (F) Postage Meter & Postage Funding Information

Form with sections: Meter Model (IX7AI), Machine Model (IX7), Postage Funding Method (Bill Me checked), Postage Funding Account (POC checked, Existing checked), Agency Code, Sub Agency Code, Existing Account Number (5477468).

Service Products (Check all that apply)

Form with checkboxes for various services: Online Postal Rates iMeter App (checked), NeoShip PLUS (checked), NeoShip Install & User Guide (checked), Maintenance (checked), Installation/Training (checked).

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements...

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

Signature and Date Accepted lines for Authorized Signature, Print Name and Title, and Date Accepted.



Dealer:
 Central Business Systems, Inc.
 3138 Custer Drive | Suite 210
 Lexington, KY 40517
 Phone (859) 276-1690

CBS Sales Order Agreement

Customer:

Woodford County Board of Education
 330 Pisgah Pike
 Versailles, KY 40383-

Date 8/15/2023
 Department 0
 P.O. # 0
 Sales Rep Chad Ball
 Tax Exempt ID

Customer Ship To	Customer Bill To
Woodford County Board of Education 330 Pisgah Pike Versailles, KY 40383	Woodford County Board of Education 330 Pisgah Pike Versailles, KY 40383-
Contact: Anita Mize Phone/Fax: (859) 873-4600 Email: anita.mize@woodford.kyschools.us	Billing Contact: Shane Smith Phone/Fax: (859) 873-4600 Email: shane.smith@woodford.kyschools.us
Purchase Order:	Approx Delivery Date:
Account Type:	Lease Months: 60 Monthly Payment: \$251.23

Quantity	Product #	Equipment Description
1	IX7	IX7 iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP10	IXWP10 iX Series 10 lb Weighing Platform
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	

Meter Configuration	(check all that apply)	<input type="checkbox"/> Pre-Pay <input type="checkbox"/> NeoShip Advanced <input type="checkbox"/> NeoStats Consol (SP27) <input type="checkbox"/> AGH <input checked="" type="checkbox"/> NeoShip Plus <input type="checkbox"/> NeoStats Enhanced (SP20) <input type="checkbox"/> QPF	<input type="checkbox"/> ERR (SP35) <input checked="" type="checkbox"/> RCP (SP10) <input type="checkbox"/> E-Svcs (SP30)
Expected Delivery Date	Stairs/Count	Comments/Special Instructions	Ship-To ID
	Yes / 5	Elevator Connected Yes	Lex
Delivery Instructions			
0			

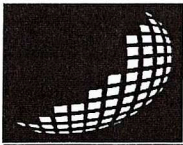
Special Terms			
Maintenance and Support Acceptance Options: If "Yes", see terms on separate agreements. "No" indicates coverage declined; service and/or support will be at chargeable time & materials hourly rates. Two hours training on equipment & software listed above is included			
Additional training support purchased	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, this is listed as Professional services above; if no, additional training will be charged at standard hourly rates	
Hardware Maintenance Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, this is for service labor and parts on the hardware to be listed on the separate CBS Service Agreement. If No, service calls will be chargeable at standard time & materials hourly rates.	
Software Subscription/Renewals	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	License to use the software & keep it current	<input type="checkbox"/> Billed Annually * Renewed annual at the then current rate <input type="checkbox"/> Included in lease
Block Network/Software Support	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, see separate Network/Software Block Time Support Agreement at a discounted hourly rate for support post installation. If No, support will be chargeable at standard time & materials hourly rates.	

The terms and conditions appearing on the face and the attached page titled "CBS Sales Order Agreement Terms and Conditions" correctly set forth the entire agreement between the parties. The terms and conditions contained herein include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between Customer and Dealer, with respect to equipment, hardware, software, services, supplies, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of Customer.

Customer Acceptance		Dealer Representative	
Authorized Signature	Date	Signature	Date
Print Name	Title	Customer Email Address	

CBS Sales Order Agreement Terms and Conditions

1. References made to "Dealer" or "Seller" shall mean [Central Business Systems, Inc.]. References made to "Customer" shall mean the customer named in the Customer Ship To and Customer Bill To boxes on the front page of this agreement.
2. If the equipment listed on the front of this agreement is leased then the terms and conditions of the lease agreement will control all aspects of the lease and this agreement will control how the equipment is to be delivered, installed and operated.
3. Invoices shall be due and payable by the Customer within (30) thirty days for all equipment, accessories, and initial supplies purchased pursuant to this agreement (The "Goods and Services"). Invoices for ongoing supply orders are due within (15) fifteen days. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 1/2%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$50.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by Dealer, including but not limited to, court, attorneys and accounting fees, if required.
4. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Dealer's gross or net income.
5. Default. If Customer is in default of any term or condition, Seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. . Any amount due to Seller will be invoiced and is payable upon receipt. Any amounts due to the Customer will be applied to any unpaid invoices prior to refund.
6. Business Purpose. Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.
7. Availability. Customer agrees that the goods are subject to availability and Seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and Seller's sole obligation shall be to return any down payment paid by customer.
8. Delivery and Installation. Seller shall use its standard packaging. Seller shall choose the method of delivery; Seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specifications. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
9. Title and risk of loss. Risk of loss shall pass to Customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to Customer upon payment in full.
10. Security Interest. Seller expressly reserves a security interest in the goods until payment in full has been collected and Customer agrees to notify Seller prior to relocation of any goods for which Seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect Seller's security interest in the goods. Customer authorizes Seller to file at Customer's expense any financing statement relating to the goods without Customer's signature except where prohibited by law.
11. Warranties. Seller warrants and represents that the "goods and services" sold by Dealer will conform to the manufacturer's description and specifications and be free from defects in material and workmanship for ninety- (90) days from the date of this purchase. Within this period Dealer will repair said equipment without charge for parts and labor. This ninety-(90) day period will not cover supplies.
12. Seller. Makes no warranties whatsoever express or implied with regard to the service, the software included with the product or its installation and maintenance, and expressly excludes all implied warranties of merchantability and fitness for a particular purpose.
13. Sellers Liability is limited to the cost of purchased products by the Customer from Seller. Seller shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to customer's computers or networks.
14. Seller. Makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes. Seller shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause.
15. Remedy Limitations. The goods shall not be returned to Seller for credit without Seller's prior written consent. If consent is granted, no credit will be given after fourteen-(14) days from the date of the invoice. All returns for credit within fourteen-(14) days are subject to a 25% restocking fee. All costs of return shall be the responsibility of the Customer. Customer's exclusive remedy for breach of warranty shall be replacement or repair of the item or non-conforming parts at the option of Seller. Customer expressly waives its rights to special, consequential, exemplary, and incidental or punitive damages.
16. Warranty Service. To obtain warranty service, Customer must (1) call Seller's Customer Service at (800) 648-2599. If product is to be shipped back for warranty service then Customer should package all goods to be returned in manner adequate for pickup or shipping, and should properly insure the goods when shipped. Seller shall not be responsible for damage to the goods in transit. The goods will be returned to and from Customer by method and carrier chosen by Seller.
17. Assignment. This agreement shall not be assigned by customer without Seller's express written consent.
18. Notices. All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
19. Indemnification. Customer shall bear all risk of theft, loss or damage not caused by Seller's employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by Seller.
20. Seller shall indemnify Customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify Seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Seller. Provided however, that Seller shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customer's instructions, or modified by Customer or combined with other non-Seller products, equipment, systems and/or processes, Failure of Customer to provide timely notification of claim to Seller shall relieve Seller of its obligation to indemnify Customer.
21. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
22. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
23. Applicable Law. This agreement shall be governed by the laws of the State of Kentucky and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by Seller to enforce or defend any term or provision of this agreement Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to, reasonable attorney's fees.
24. Seller's Agents. Customer acknowledges that it has been advised that no agent, employee, or representative of Seller has any authority to bind Seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against Seller.
25. Customer Documentation. Customer agrees that any purchase order or other documentation issued to Seller covering the goods or services is issued for Customer's internal use only, and any conditions contained therein shall not modify or add to the terms and conditions of this agreement.
26. Acceptance. This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized Seller representative at Sellers offices in the State of Kentucky.
27. Entire Agreement. This instrument, and any attachments hereto, is the entire agreement between Customer and Seller and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by Customer. This agreement shall not be binding unless and until accepted and approved by authorized Seller representative.



CBS
Total Technology

Dealer:
Central Business Systems, Inc.
3138 Custer Drive | Suite 210
Lexington, KY 40517
Phone (859) 276-1690

CBS Service Agreement

Date: 8/15/2023
Customer #: W0010
Representative: Chad Ball

Customer Ship To	
Woodford County Board of Education	
330 Pisgah Pike	
Versailles, KY 40383	
Contact:	Shane Smith
Meter Contact:	Shane Smith
Meter Method:	Postal (Com)
E-Mail:	shane.smith@woodford.kyschools.us

Customer Bill To
Woodford County Board of Education
330 Pisgah Pike
Versailles, KY 40383-

Installation and Service Agreement Details

Maintenance Type: Mailing Service - Included in Lease

Contract Length (months): 60 Maintenance contract included in Lease Payment: Yes No

Contract Start Date: Upon equipment delivery or lease commencement

Equipment Make/Model	Serial Number	ID Number
IX7 iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge	0	
IXWP10 IX Series 10 lb Weighing Platform		

You agree to the terms and conditions on the face of this Agreement and the attached page(s) titled "CBS Service Agreement Terms and Conditions", herein referred to as "Agreement". These constitute the entire Agreement between Central Business Systems, Inc. and Customer and no other written or oral representation by any party shall be binding upon Central Business Systems, Inc. You agree that this is a binding contract to purchase or lease a service agreement on the Equipment listed above, and that you will pay invoices for said goods and services upon receipt. Failure to pay within 30 days will result in late fees equivalent to 10% of your outstanding balance. The person signing this Agreement on behalf of any Customer specifically represents they have the authority to do so and they are aware of no information that has been supplied that is false or misleading.

Customer Acceptance			
Authorized Signature	Print Name	Title	Date
Dealer Representative			
Signature	Print Name	Title	Date

CBS Service Agreement Terms and Conditions

- 1. DEFINITIONS:** Central Business Systems, Inc. is identified in this Agreement as "Dealer." The Company listed in the Ship To and the Bill To boxes on page one of this Agreement is identified as "Customer." For service agreements where the billing for service is included in the lease payment, then the terms of the lease agreement will control all aspects of the lease and this Agreement will control how service is to be provided. Leased maintenance is non-cancelable and will remain in effect for the entire term of the lease. Leased service agreement coverage begins on the commencement date of the lease. It is understood that the coverage of this Agreement shall only apply to those items listed in the section "Equipment Description" on the face page of this Agreement, herein referred to as "Equipment"
- 2. SCOPE OF SERVICES:** The charges established by this Agreement include payment for annual or leased maintenance services performed by Dealer during normal business hours to maintain the covered Equipment in good working order through Dealer's routine preventive and maintenance service. These services may include but are not limited to: telephone support, email or online chat support, on site equipment inspection and adjustments, on site repair and/or replacement of parts, shipping user-replaceable parts, preventative maintenance cleaning and cleaning material required for the proper operation as determined by Dealer. Customer must separately purchase consumables including ink, meter tapes, sealing solution, rate changes, and software upgrades unless otherwise stated in this Agreement. It is understood that the Scope of Services shall only apply to the Equipment. No other services shall be expected or required. Operator error calls, electrical issues, additional training after installation, problems relating to or caused by software which was not supplied by Dealer and network connectivity problems are not included in the Scope of Services and will be billed at current hourly rates. Peripheral items will not be covered by this agreement such as PCs, Monitors, and other 3rd party items.
- 3. PAYMENT:** Invoices will be sent 45 days before your current coverage expires. If the invoice is not paid before the coverage start date, all service calls will be billed at time and materials hourly rate, and you will be charged a reinstatement fee to put the equipment back under contract coverage. Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due, according to the payment terms on the invoice. Dealer may cease performance under this Agreement if Customer is in breach under this or any other provision in this Agreement. If it is necessary for Dealer to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred. Checks returned by our bank shall be considered past due and will be assessed a service charge of \$50.00 plus late fees and applicable taxes.
- 4. ADVANCE INSPECTION:** If other equipment is to be added to this Agreement or there is a lapse in coverage, then the Dealer reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Such inspection is chargeable. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement. A billed contract renewal offer expires 21 days after the due date. Equipment is then required to be inspected by Dealer before it can be put back on the service Agreement. Charges for the inspection will apply at current labor rates, plus parts & travel, to bring the equipment into good working order.
- 5. REMEDIAL MAINTENANCE:** During the term of this Agreement, Dealer agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Dealer is notified by Customer during the term of the Agreement that the Equipment is not in good working condition, Dealer will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Dealer will promptly provide a quote for the appropriate part(s). Dealer's normal service hours are 9:00 a.m. to 5:00 p.m. EST Monday thru Friday, excluding holidays. Customer agrees to provide Dealer reasonable access to the Equipment during these times. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer's normal service hours may be furnished on an "as available basis" at published emergency or overtime rates then in effect. Replacement parts and/or reconditioned parts may be used. Parts that have been replaced will remain the property of Dealer. When in the Dealer's opinion the equipment becomes of advanced age, has excessive wear and tear or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment.
- 6. SERVICE LIMITATIONS:** Customer agrees Dealer will not be required to make adjustments, repairs, replacements or provide any service on the Equipment under this Agreement resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of ink, liquids or other substance in the machine), and the breaking of covers, hinges, user interfaces, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements or outside Dealer's normal service area; (v) failure of the network or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using non manufacturer or Dealer approved supplies or parts including, but not limited to, ink, sealing fluid, software, etc., from any other source other than the Dealer; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures; (ix) USPS or other carrier rate changes. If Dealer provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Dealer's then current rates for labor, travel and parts. Customer agrees that Dealer will not be required to make adjustments, repairs, or replacements if Dealer is not provided reasonable access to the Equipment.
- 7. PARTS:** Parts may be OEM original or non-OEM at the sole discretion of Dealer. Parts will be ordered ground delivery. Customer will be responsible for any expedited shipment fees.
- 8. RELOCATION:** Customer agrees to be responsible for all costs associated with relocation. Relocation of Equipment after installation is not covered under this Agreement. If the Equipment is moved to a new position or location, Dealer shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate. The relocation of the covered Equipment outside the Dealer's servicing territory will void the Dealer's responsibilities under this Agreement.
- 9. CUSTOMER RESPONSIBILITY:** Customer will be responsible for certain operator functions on the postage meters and Equipment such as: daily care and cleaning of the moisture brush/sponge, dusting Equipment, replacing ink, replacing brush & sponge, clearing jams, shipping and handling fees etc., (where applicable). In the event customer is unwilling to complete these operator functions, charges will apply at then current labor and travel rates.
- 10. LIABILITY LIMITATION:** Dealer's total liability is limited to the repair and maintenance of the covered Equipment. Dealer will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Dealer will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Dealer as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Dealer be responsible for lost data, lost profits, damages, or incidental or consequential damages. Dealer's sole liability shall be limited to the amount Customer has paid Dealer in the prior 3 months before the incident pursuant to this Agreement.
- 11. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessed on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes.
- 12. DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment under this or any agreement with Dealer within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Dealer may, in addition to other remedies, declare all sums (including penalties) due under the terms of this Agreement and terminate this Agreement without advance notice.
- 13. NOTICES:** Notices required under this Agreement shall be written and sent to Dealer at: 3138 Custer Dr., Suite 210, Lexington, KY 40517 and to the Customer at the "Bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.
- 14. JURISDICTION:** This Agreement shall be interpreted and enforced according to the laws of the State of Kentucky.
- 15. INDEMNITY:** With respect to, arising from, or in connection with this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Dealer and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Dealer or its agents, representatives or employees.
- 16. RENEWAL/TERMINATION:** Leased maintenance is non-cancelable and will remain in effect for the entire term of the lease. Annual service agreements, noted by the check box on the front of this Agreement under the "Installation and Service Agreement Details", will commence on the date of installation of the equipment and continue for one year. This Agreement may not be terminated early without possible penalty. This Agreement may be terminated at the end of the agreed upon period by written notice, no less than ninety (90) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. If you fail to notify Dealer of your intent to exercise any option, as required herein, this Agreement shall automatically renew at the then current rates in effect for twelve (12) months. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, labor or usage. This Agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract at its discretion upon ten (10) days written notice.
- 17. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any future or additional owners of the covered Equipment without written consent of the Dealer, such permission not to be unreasonably withheld.
- 18. DEALER ASSIGNMENT:** Dealer may sell or assign all of its rights to this Agreement and all monies due under this Agreement. Upon notice of assignment of rights, Customer will make all payments directly to the assigned Company.
- 19. CONFIDENTIALITY CLAUSE:** Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.
- 20. PRICE PROTECTION:** The charges shown above are those currently in effect and will remain in effect for the "length of term" of the Agreement unless otherwise stated herein. All charges are subject to change from that point on.
- 21. PROPERTY OF DEALER:** Removed parts replaced by Dealer shall become the property of the Dealer. All drawings, designs, techniques & improvements (whether patentable or un-patentable) made or conceived by the Dealer or its agents or employees in the fulfillment of this contract, shall be the property of the Dealer and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person, any of such property. End of lease equipment is not the property of the Dealer. Any shipping charges to return end of lease equipment is the responsibility of the Customer.
- 22. PROVISIONS AS TO USE:** Customer agrees covered Equipment will not be altered beyond manufacturer's specifications; will be located in an area where space will accommodate maintenance and repairs; will be located in a low humidity environment; will be located where electrical specifications meet manufacturer requirements; will provide IT support as needed. This agreement is limited to equipment regularly operated up to one eight hour shift per day. If operated more than one eight hour shift per day, an increase in the leased or annual rate will apply as follows: Two shifts... 100%. Three shifts... 200%. For installations with a high maintenance experience, a special rate will be established at any time during the term of this Agreement and a new agreement signed.
- 23. RISK OF LOSS:** The risk of loss, injury or destruction of said Equipment from any cause whatsoever, at all times subsequent to the coverage thereof, is hereby assumed by the Customer and such loss, injury or destruction shall not operate in any manner to release the Customer from the obligation to make the payment aforesaid, and renewal extension at time of payment shall not release the Customer from any one or more of the terms of this Agreement.
- 24. ACCEPTANCE:** With respect to the Equipment specified here, this Agreement contains the entire Agreement of the parties hereto, conditionally or otherwise and supersedes any contract or agreement of prior date between the undersigned Customer and the Dealer and is subject to final acceptance by the Dealer, at its home office, in Lexington, KY. The execution of this Agreement shall not affect any of the terms and conditions of any Software License



3138 Custer Dr Suite 210
 Lexington, KY 40517
 800-648-2599
 cbsedge.com

Site Survey & Network Discovery Form

This document is required for proper installation of your equipment; delivery cannot be scheduled until it is completed and signed; please review and complete each section

CUSTOMER & IT CONTACT INFORMATION:

Account Name: Woodford County Board of Education Primary Contact: Shane Smith

IT Source: CBS MIT Customer In-House Third Party Provider

3rd Party IT Company (if applicable): _____

IT Contact Name: _____ IT Contact Phone: _____

IT Contact Email: _____

Site Survey Details, Requests & Requirements:

Is there any equipment being traded in or lease return pick ups? Yes No *If yes, rep must get an Equipment removal form completed and signed*

Copier only: Is anyone working remotely that will need to be set up? Yes No N/A-Mailing

Verified space requirements for equipment, including any stands, finishers, tables, finishers, etc.? Yes No

Verified power requirements and network drop locations? Yes No

If there are steps inside or outside the building, does the driver need to bring a stair climber? (if rep checks no, an elevator or ramp must be accessible) # of steps: _____ No steps

What entrance for delivery (i.e. dock, front door, etc) _____

EQUIPMENT TO BE INSTALLED - NETWORK INFO - POWER REQUIREMENTS (attach extra page add'l devices)

Dept/Location	Model	Function & Configurations							
		IP address REQUIRED-All Products	(This section Copier-Printers only)						
			Copy	Scan-2-Email	Scan-2-Folder	Fax	Mobile	Other	

Space Requirements (dimensions) _____ Test network port w/in 15' of device? Y N

IP Address: _____ Connection Type:

Subnet Mask: _____ Wired Network

Default Gateway: _____ USB

DNS1: _____ Wireless Network

120 Volt, 15 Amp NEMA 5-15R	120 Volt, 20 Amp NEMA 5-20R	220 Volt, 20 Amp NEMA 6-20R	240 Volt, 30 Amp NEMA 6-30R

Additional installation requirements, i.e. specialty software,
production, extra training, etc?

FOR MAILING EQUIPMENT, SKIP TO LAST PAGE FOR SIGNATURE REQUIREMENT

CLIENT SERVER REQUIREMENT (COPIER/PRINTER INFO ONLY)

1. Print Server Infrastructure:

Comments: _____

2. Workstation Infrastructure

Number of print/copy users on network? _____

Client workstation environment: (3 drivers set up included; additional may be chargeable)

Workstation OS	Vista	Mac	Win 7 (32or64)	Win 8	Win 10	Win 11	Virtual/Other
Quantity							

Please list all Mac OS versions currently in use at your location that will require print or scanning capabilities.

Notes: _____

MOBILE SOLUTIONS (COPIER/PRINTER INFO ONLY-Mailing Equipment skip to last signature section)

Mobile Printing via iOS, Iphone or Android? (Direct to Print) Y N

COMMENTS

Special Apps? _____

SCANNING REQUIREMENTS (COPIER/PRINTER SECTION-Mailing Equipment skip to last signature section)

Scan to Email Not Applicable

1. Domain Name: _____

2. DNS Servers: (IP Address) Primary: _____ Second: _____

3. Email Server: On-site Hosted ISP Provider IP Address: _____

4. SMTP Authentication Required? Y N SMTP User: _____

(SMTP password can be provided during install) SMTP Password: _____

5. SMTP Port: # _____ SSL Required? Y N

6. LDAP Server: IP Address: _____

7. Fax Forwarding Y N Email Address: _____

Scan to Network Shared Folder(s): Not Applicable

1. Scanning function required: Shared folder on Server (public) Home Directory (secure)
 Shared folder on User's Workstation

2. Scanning Service / User Account Available? Y N User: _____

(User Account password can be provided during install) Password: _____

SECURITY REQUIREMENTS (COPIER/PRINTER SECTION ONLY)

Tracking & Monitoring (may require optional components)

Not Applicable

Activity Tracking:

1. Multi-Functional Device tracking functions Copy Print Scan Fax Image Capture

2. Will printing activities be tracked? Y N

Details: _____

3. Will copy activities be tracked by individual users? Y N

Details: _____

4. Will functional restrictions be deployed? Color: Print/Copy

Other: _____

Cost Accounting and Budget Tracking:

Other: _____

5. Will activities be tracked by codes? No Department Billing Code

6. How are users associated to tracking codes? Active Directory File Manual Other: _____

Secure Printing (may require optional components)

Secured Printing: Not Applicable

Will users print to Mailboxes? Y N

Details: _____

Any final additional instructions: _____

Verification & Authorization-Required for all installations

This information is required for proper installation of your equipment. Any additional requirements not included in this site survey will not be assumed as part of the installation. Central Business Systems will not be responsible for additional installation time if the information documented herein is incomplete, and/or if the network drop is not available. Additional installation hours may be billable.

Customer

Signature: _____

Date: _____



CBS
Total Technology

Dealer:
Central Business Systems, Inc.
3138 Custer Drive | Suite 210
Lexington, KY 40517
Phone (859) 276-1690

Equipment Removal & Storage Form

For all equipment trade-ins, lease returns, and removals.

Customer	Leasing Company
Woodford County Board of Education	0
330 Pisgah Pike	0
Versailles, KY 40383	,
(859) 873-4701 (859) 879-3961	-

Payoff/Upgrade Check Payable To	Payoff Details	Removal Details
	Payoff Amount	Removal Date
	Expiration Date	Lease Copy? <input type="checkbox"/> (check)
	Agreement #	Letter of Intent? <input type="checkbox"/> (check)

Equipment Detail (All Components)				
Make	Model	Serial	End Meter	Notes
Quadient	IN700	CC1802214185	NA	
Quadient	INWP10	271710027407	NA	
Quadient	INMSF	RH17522147	NA	
			NA	
			NA	
			NA	
			NA	

Reason for Removal	Additional Comments
--------------------	---------------------

1. Customer Owned Trade In

0

The Customer's signature below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to the Dealer.

2. End of Lease-Upgrade Return

3. Lease Return-Unit to be returned to leasing company (check A, B or C below)

4. Lease Return-Unit trade in to Dealer (check A, B or C below)

A. Payoff to be paid by Dealer to the leasing company

B. Payoff to be paid by Dealer to the Customer who will pay the leasing company

C. Payoff to be paid by the Customer directly to the leasing company

Customer Acceptance		Dealer Representative		Check Approval	
Authorized Signature	Date	Signature	Date	Signature	Date

The Payoff/Trade-In Check to you, the Customer, is intended to offset the costs of canceling the contract with the existing Lease Vendor. Your Company is solely responsible for any previous contract. The Customer's signature acknowledges that the said equipment is leased from the above named Leasing Company and that the remittance and disposition, as indicated above, of said equipment and its condition will fulfill its contractual obligations under the lease. Dealer is not responsible for any additional charges unless specifically noted. In case of option A and B, above, Dealer requires a copy of the Front and Back of the lease document. The Customer is responsible for notifying the Vendor with a "Letter of Intent" to return the equipment per the terms of the original lease and then provides Dealer with the return shipping instructions.

Dealer agrees to pay the agreed upon amount within 10 business days after customer's verification of installed and functional equipment from Dealer.

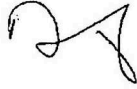
Dealer is not responsible for damaged or stolen equipment. Customer needs to maintain insurance coverage on equipment until received by leasing company or their agent.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** August 18, 2023

TOPIC/TITLE: Contracts

PRESENTER: Tracey Francis



ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

Open position district wide due to lack of applicants

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts; Speech and Language Pathologists- services per IEPs under IDEA

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

WOODFORD COUNTY BOARD OF EDUCATION
330 PISGAH PIKE
VERSAILLES, KENTUCKY 40383
(859) 879-4600

Purchase Order No. _____

Cost Account No. _____

CONSULTANT SERVICES AGREEMENT

I, Elizabeth Smith, Social Security Number _____
Federal I.D. Number _____

Address 211 Cardinal Avenue
(Street)

Versailles KY 40383 (959) 325-6924
(City) (State) (Zip Code) (Phone)

agree to serve as a consultant to the Board of Education of Woodford County.

at District wide
(Location)

for Special Education Department
(Department)

date 08-21-2023 to 12-19-2023
(Start) (Ending)

and to perform the following services:

Standardized assessment for speech
evaluations with written report

the rate of pay for consultant service \$ 75.00/Hour

(Signature of Consultant) (Date)

(Signature of Budget Manager) (Date)

Note: Salary fixed charges will not be withheld from fees paid to consultants. Social Security and Income Taxes are responsibility of the consultant. Payment can not be issued without full mailing address, social security or federal I.D. number and a completed W-9 form. **Please sign and return to _____.**

09/30/03

WOODFORD COUNTY BOARD OF EDUCATION
330 PISGAH PIKE
VERSAILLES, KENTUCKY 40383
(859) 879-4600

Purchase Order No. _____

Cost Account No. _____

CONSULTANT SERVICES AGREEMENT

I, Rhiannon Owens, Social Security Number _____
Federal I.D. Number _____

Address 4781 Firebrook Lane
(Street)

Lexington KY 40513 (859) 494-3907
(City) (State) (Zip Code) (Phone)

agree to serve as a consultant to the Board of Education of Woodford County.

at District wide
(Location)

for Special Education Department
(Department)

date 09-21-2023 to 12-19-2023
(Start) (Ending)

and to perform the following services:

Standardized assessment for speech
evaluations with written report

the rate of pay for consultant service \$ 80.00/HOUR

(Signature of Consultant)

(Date)

(Signature of Budget Manager)

(Date)

Note: Salary fixed charges will not be withheld from fees paid to consultants. Social Security and Income Taxes are responsibility of the consultant. Payment can not be issued without full mailing address, social security or federal I.D. number and a completed W-9 form. **Please sign and return to _____.**

09/30/03

WOODFORD COUNTY BOARD OF EDUCATION
330 PISGAH PIKE
VERSAILLES, KENTUCKY 40383
(859) 879-4600

Purchase Order No. _____

Cost Account No. _____

CONSULTANT SERVICES AGREEMENT

I, Lily Daily, Social Security Number _____
Federal I.D. Number _____

Address 222 Midland Avenue Unit 1101
(Street)

Lexington KY 40509 (859) 421-3755
(City) (State) (Zip Code) (Phone)

agree to serve as a consultant to the Board of Education of Woodford County.

at District wide
(Location)

for Special Education Department
(Department)

date 09-21-2023 to 12-19-2023
(Start) (Ending)

and to perform the following services:

Standardized assessment for speech
evaluations with written report

the rate of pay for consultant service \$ 55.00/Hour

(Signature of Consultant) (Date)

(Signature of Budget Manager) (Date)

Note: Salary fixed charges will not be withheld from fees paid to consultants. Social Security and Income Taxes are responsibility of the consultant. Payment can not be issued without full mailing address, social security or federal I.D. number and a completed W-9 form. **Please sign and return to** _____.

09/30/03

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VIIF **DATE:** August 14, 2023

TOPIC/TITLE: Contracts

PRESENTER: Danny Adkins

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: Athletic Contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

AGREEMENT BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
WOODFORD COUNTY PUBLIC SCHOOLS

This Agreement is made and entered into this 1st day of July, 2023, by and between the UNIVERSITY OF KENTUCKY COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE, hereinafter “UK”, located at 800 Rose Street, Lexington, KY 40536, and WOODFORD COUNTY PUBLIC SCHOOLS, hereinafter “WCPS”, located at 330 Pisgah Road, Versailles, KY 40383, and provides:

I. PURPOSE:

This Agreement is being established to provide coverage by Certified Athletic Trainers (“ATCs”) for WCPS’s athletic teams.

II. UK RESPONSIBILITIES:

A. Certified Athletic Trainer Coverage:

1. UK will employ three (3) certified athletic trainers (ATCs) for WCPS. The ATC will provide training room hours and coverage of all KHSAA and Woodford County recognized sanctioned athletic practices and home events.
2. UK will provide a medically licensed physician to be in attendance on the sideline for every home varsity football game. A licensed physician shall also be available 24 hours per day, 7 days per week, through UK’s offices at the University of Kentucky Chandler Medical Center.
3. UK will provide an ATC who will be on-site for all KHSAA sanctioned home athletic events and all sports that are recognized by WCPS. All football games, middle and high school, home and away, will be provided with ATC coverage.
 - a) Post season event coverage shall take priority over in season practices, and in season coverage shall take priority over out of season coverage.
4. UK will provide ATC coverage for special events including, but not limited to, District and Regional tournaments. Said coverage will be provided for an additional fee to be determined between the parties prior to the special event. The same fee for special events shall apply to every school.
5. UK ATC on-site coverage will begin annually on the date KHSAA allows practices for fall sports to begin. Prior to the start of classes at WCPS schools, the ATC will provide coverage for up to eight (8) hours per day, Monday through Friday.

6. UK ATCs will cover practices at their assigned schools for up to four (4) hours each day when school is in session, including all full-contact football practices. Coverage will begin at the end of the regular instructional day each Monday through Friday. Saturday coverage will be limited to game coverage only. A practice schedule shall be supplied by the school. When school is not in session, coverage of practices will be based upon the discretion of the ATC, who shall consider parameters such as: risk of injury, number of participating athletes, and current medical needs of the athletes.

7. Priority shall be given to the home campus practice sites, in conjunction with the previously listed parameters, when determining which sports practice is covered.

8. Conflicting event/practice coverage shall be coordinated between the UK ATC and the high school Athletic Director. Conflicts will be addressed by prioritizing based on the level of play, risk associated with the activity, location and medical status of the involved team. Final determination of any conflicting event/practice coverage will be made by the UK Director of Outreach.

9. The UK ATC will provide student athletic trainer supervision and instruction, including CPR certification, at no cost. Any significant information regarding student athletic trainer effectiveness shall be provided to the affected coaches as needed.

10. UK will provide continuing education for middle and high school coaches as required by KHSAA. CPR certification will be offered to coaches at a minimal cost to the coach and/or school.

B. Qualifications:

1. Each UK ATC will be certified by the National Board of Certification and Licensed by the Kentucky Board of Medical Licensure.

2. UK certifies that each ATC and/or physician providing services under this Agreement has passed a criminal background check and drug screen.

C. Ancillary Services:

1. UK ATCs will create and maintain medical records for all middle and high school athletes treated by the ATC. Medical records shall include:

- a) Pre-participation physical examinations
- b) Injury reports
- c) Treatment logs
- d) Physician reports and/or correspondence

2. UK will utilize an Injury Surveillance Tracking system, which shall include a concussion evaluation program, to help identify patterns of injury, assist in creating injury prevention programs, and save injury data for yearly comparisons.

3. UK ATCs will provide each school assistance with its respective athletic insurance program, including:

a) Preparing and providing each athletic parent with a letter explaining the athletic insurance policy and giving proper direction in the filing of an injury claim. It will be emphasized that all injuries for which claims are submitted, must be evaluated/treated by a physician within sixty (60) days of the injury date.

b) Attending as many athletic team initial parent meetings as possible in order to provide athletic insurance information.

c) When possible, ATCs will speak with athletes' parents directly when an athlete is sent to a physician to assist parents in filing the athletic insurance claim.

4. UK ATCs will provide Emergency Action Plans (EAPs) for each athletic venue at their assigned schools. Each EAP will be discussed with each WCPS head coach utilizing that venue, and a copy will be given to each head coach and the Athletic Director or Assistant Principal of each WCPS school utilizing said venue. Each EAP will be practiced by all involved personnel. A copy will also be on file in the training room and at the UK offices. Risk management will also be addressed with the coaches and Athletic Director through the following:

a) Identification of hazards and risks at each venue

b) Elimination of identified risks where possible

c) Modification of the sports program to reduce exposure to hazards and risks that cannot be eliminated

d) Preparation for appropriate responses to injuries which may occur after all appropriate precautions are taken.

III. WCPS RESPONSIBILITIES:

A. Ensure that the coaching staffs and athletic directors of each school will provide adequate time to meet with the UK ATC prior to each school semester to establish priorities and goals related to athletic training.

B. Ensure that athletic directors and coaches cooperate with the ATC to develop a defined plan for dealing with emergencies arising out of athletic activities.

- C. Provide financial support for the athletic training program at each WCPS school as defined and described in Section IV below.
- D. Provide Facilities and Supplies as follows:
 - 1. Cooperate with ATCs to ensure that the ATCs are involved with the ordering and purchasing of athletic training supplies at each school's expense, so that appropriate supplies are on hand.
 - 2. Provide adequate space or an appropriate location at each school for an athletic training room. Said spaces/locations shall be comparable at each school.
- E. WCPS shall recognize the services provided by UK in WCPS athletic programs by providing a full-page advertisement at no cost.
- F. WCPS shall name UK as the Official Sports Medicine provider to all Woodford County Schools.
- G. WCPS shall grant UK exclusivity as the only sports medicine provider allowed to advertise on both the school district and individual school's websites.
- H. WCPS shall allow UK to place UK banners at all KHSAA recognized WCPS sporting events. No other sports medicine provide may place banners or other advertisements at WCPS sporting events.
- I. PA announcers at WCPS sporting events shall recognize UK as the official healthcare provider of WCPS.

IV. FINANCE:

- A. In consideration of the services above provided by UK, WCPS agrees to the
 - 1. WCPS shall remit the following sums to UK as directed below:
 - a) Year 1 (July 1, 2023-June 30, 2024): \$79,088.00
 - Third Athletic Trainer to start effective October 1, 2023
 - b) Year 2 (July 1, 2024-June 30, 2025): \$94,375.00
 - c) Year 3 (July 1, 2025-June 30, 2026): \$106,761.00
 - d) Year 4 (July 1, 2026-June 30, 2027) \$109,964.00

UK shall invoice WCPS for one-half of the annual fee July 1 of each contract year, and shall invoice the remaining balance January 1 of each contract year.

WCPS shall remit payment for each installment due within 30 days of the invoice date to the following address:

University of Kentucky
Department of Orthopaedic Surgery & Sports Medicine
740 South Limestone Street
K401 KY Clinic
Lexington, KY 40536-0284

V. TERM OF THE AGREEMENT:

A. This Agreement shall be one (1) year in duration, commencing on July 1, 2023, with three (3) renewal options upon the financial terms described in Section IV above, and ending on June 30, 2027 (together the "Initial Term"). WCPS may exercise its renewal options during the Initial Term by sending written notice to UK no later than April 1 of each contract year. After the Initial Term, this Agreement may be extended by written agreement between the parties for up to three (3) additional one (1) year terms, subject to such modifications as may be contained therein. At any time during both the Initial Term and any extension, either party may terminate this Agreement at any time without cause by providing thirty (30) days written notice to the non-terminating party.

B. The parties agree to meet in March of each contract year to reevaluate the terms of this Agreement. Cancellation or re-negotiation of costs or services provided under this Agreement may only be initiated by the party desiring the cancellation or re-negotiation by providing written notice no later than ninety (90) days prior to the end of the current school year.

C. Though the Agreement will be paid on a semi-annual basis, because the Agreement will extend for more than one fiscal year, the parties acknowledge that the Kentucky Constitution and various Kentucky statutes preclude WCPS from obligating the expenditure of funds in excess of its revenue for a given fiscal year. Therefore, WCPS specifically reserves the right to terminate this Agreement during any subsequent fiscal year, reserving the rights for WCPS to budget sufficient sums in subsequent fiscal years during the term of this Agreement to keep the Agreement in effect for its full term.

D. Termination for Poor or Non-Performance

1. Either party may terminate this Agreement if either party fails to perform at the levels specified herein. Prior to terminating this Agreement for poor or non-performance, the following steps shall be taken by the terminating party:

a) Remit a letter to the nonperforming party describing the deficiencies in question and providing a timeline to correct the deficiencies.

b) If the timeline given to correct deficiencies is not met, notify the nonperforming party in writing of its intent to terminate the Agreement if issues are not corrected by a specified date.

c) If the specified date passes without the deficiencies being corrected, remit a letter terminating the Agreement.

E. If reasonable attempts to reconcile differences in the implementation of the terms of this Agreement are unsuccessful, established WCPS policies and goals shall prevail over UK terms and conditions. WCPS shall provide UK with written documentation of such decisions.

VI. CORPORATE COMPLIANCE:

WCPS affirms that it is aware that UK operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven days a week compliance Comply-Line. WCPS has been informed that a copy of the UK compliance plan is on file in the Purchasing Office or can be viewed online at <https://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this Agreement. WCPS recognizes that it is under an affirmative obligation under the plan to immediately report to UK'S Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any actions by a UK agent or employee which WCPS believes, in good faith, violates an ethical, professional or legal standard. It is understood that should WCPS be found to have violated this obligation or any other applicable provision of the UK compliance plan, UK may, at its sole discretion, terminate this Agreement upon written notice.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

VII. LIABILITY:

A. UK is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims Commission and the statutory provisions of KRS 49.030 seq. for the recovery of tort claims made against UK, its agents, officers or employees. UK is self-insured pursuant to the provisions of KRS 164.939 et seq. which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by UK or its agents. Agents of UK include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, UK maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

B. WCPS shall maintain general liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by UK. The policy of insurance

shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to UK. WCPS shall promptly, following request by UK from time to time, provide evidence of such insurance acceptable to UK.

VIII. RISK MANAGEMENT:

WCPS's administrator and UK's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a UK student, resident, or faculty member is involved with said patient's care.

IX. NONDISCRIMINATION:

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.

X. PERSONAL INFORMATION SECURITY:

To the extent either party receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), the receiving party shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UK's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the other party of a security breach relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and receiving party abides by the requirements set forth in that exception; (iv) cooperating with the other party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by receiving party; and (vi) at the other party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

XI. MEDICAL RECORDS:

Any and all patient medical records generated in connection with any services provided pursuant to this Agreement shall be maintained by UK, who shall maintain such medical records in compliance with and for all periods required by law. UK will, on request from WCPS, make

such records reasonably available to WCPS to the extent permitted by law, including, but not limited to, patient safety activities.

XII. NOTICES:

Any notices required or deemed appropriate under this Agreement shall be sent certified mail, return receipt requested, to the following addresses:

UK:

University of Kentucky
Director of Strategic Healthcare Contracting
317 Charles T. Wethington Building
900 S. Limestone Street
Lexington, KY 40536-0200

WCPS:

Director of Athletics
Woodford County Schools
180 Frankfort Street
Versailles, KY 40383

XIII. COMPLIANCE WITH LAWS AND REGULATIONS:

A. UK will obtain any necessary governmental licenses or permits and comply with all local, federal and state codes and ordinances without cost to WCPS.

B. All services provided will comply with all applicable federal, state and local regulations.

C. This Agreement is being executed and performed in and under the laws of the Commonwealth of Kentucky. Any judicial proceeding undertaken regarding this Agreement shall take place in the courts of Fayette County, Kentucky.

XIV. INDEPENDENT CONTRACTOR STATUS:

In the performance of this Agreement it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with, and not as an employee, agent, or joint venture of, the other party.

XV. CHANGES IN LAW:

The Parties are entering into this Agreement intending to comply with all provisions of applicable law and regulations. If it is the reasonable opinion of counsel with expertise in health care law selected by UK that, due to new or existing state or Federal laws, rules or regulations or due to any action of any governmental authority to enforce or interpret any existing state or Federal law, rule or regulation ("Applicable Law"), the transaction contemplated by this Agreement does not comply, or is not reasonably likely to be found by a court with authority to comply with Applicable Law, then Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of their relationship. In the event that such compliance cannot be accomplished or achieved, this Agreement shall be terminated upon the expiration of sixty (60) days from the receipt by the

Parties of the legal opinion of counsel selected as provided herein, without liability of either Party.

XVI. SEVERABILITY & ASSIGNABILITY:

A. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

B. No Party may assign or subcontract any portion of this Agreement without the prior written consent of the other Party; provided, however, that WCPS expressly acknowledges that any assignment by UK to an entity controlled by, controlling or under common ownership with UK or arising out of any merger, reorganization, or consolidation of UK shall not require the consent of WCPS.

XVII. ELECTRONIC STORAGE/SIGNATURE:

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XVIII. FERPA:

UK shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by WCPS and those records generated by UK regarding students is confidential and shall be used only for the purposes stated in this Agreement. UK agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. UK shall notify WCPS in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from WCPS for a period of no less than five (5) years.

UK agrees to destroy the student information with permission of WCPS in a manner that completely protects the confidentiality of the student information or return the information to the WCPS upon the expiration of this Agreement.

XIX. SIGNATURES:

WITNESS the signatures of the parties hereto to the duplicate originals:

UNIVERSITY OF KENTUCKY

WOODFORD COUNTY SCHOOLS

Mark D. Birdwhistell
Senior Vice President for Health Affairs

Danny Atkins
Superintendent

Recommended By:

Charles H. Griffith, III, MD, MSPH
Acting Dean, College of Medicine

Jeffrey Selby, MD
Chair, Department of Orthopaedic Surgery &
Sports Medicine