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AMH 5-6-2024

AUTOMATED TELLER MACHINE PLACEMENT AGREEMENT

The Automated Teller Machine(s) ("ATM") Placement Agreement ("Agreement") is made as of May 8, 2024 and between Class Act Federal Credit Union ("Class Act") and the Jefferson County Board of Education ("Board") (collectively, the "Parties" or individually, a "Party")

RECITALS

WHEREAS, Board and Class Act desire to enter into an agreement to install, operate and maintain an ATM at the VanHoose Education Center, 3332 Newburg Road, Louisville, Kentucky and at the C.B. Young, Jr. Service Center, 3001 Crittenden Drive, Louisville, Kentucky, hereinafter referred to as "Premises",

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

TERMS & CONDITIONS

1. This Agreement shall apply only to the ATM(s) operated by Class Act at the Premises. However, either party may terminate this Agreement as hereinafter provided, upon the mutual written consent of both parties.
2. All costs of electricity used to operate the ATM shall be paid by Board. Class Act shall pay the cost of electrical wiring to the ATM site if additional wiring is necessary.
3. All base monthly telephone charges (including installation charges for the lines servicing the ATM) shall be paid by Class Act. All calls made on that line to Class Act's processor shall be paid by Class Act.
4. Upon the execution of this Agreement, Board authorized Class Act to promptly begin installation of the ATM at the earliest possible date. Class Act will install the ATM within thirty (30) days of the date of execution of this Agreement. All installation and maintenance costs not defined elsewhere shall be paid by Class Act. Class Act accepts responsibility for relocating the ATM(s) from current or planned location (s), in the event the Board relocates the Central Office locations where the machines are housed.
5. The Board, in cooperation with Class Act, will select the specific location for placement of the ATM on the Premises. Both Parties must mutually agree upon the specific location. Board and

its employees will cooperate with Class Act to assure that the ATM installation is performed in a timely and efficient manner.

6. The ATM is, and for all purposes shall remain, Class Act's personal property.
7. Class Act will pay all required taxes, if any, based upon installation, operation, or use of the ATM. Class Act shall be solely responsible for ensuring that its operations in relation to the ATM comply with all Federal, State and Class Act policies, procedures and regulations.
8. Class Act shall not erect or maintain any signs inside or outside the Premises, or affixed to the ATM or its surrounding area, without (a) the prior consent of Board, and (b) compliance with applicable local laws or ordinances.
9. To the extent reasonably possible, the ATM shall be available during the Board's normal business hours to all Board employees and visitors to the Premises who may have access to an ATM. Class Act warrants that the ATM complies with the requirements of the American with Disabilities Act (ADA).
10. Class Act, its agents, employees, and contractors shall have the right to enter the Premises with necessary personnel, equipment and machinery solely for the purpose of installing, inspecting, maintaining, servicing, repairing, replacing, protecting or removing the ATM. Class Act will pay the costs of the activities by its agents, employees and contractors.
11. Class Act shall be responsible, as between parties, for security to and protection of the ATM, including the contents thereof. Board shall not be liable for anything in relation to the ATM and any information accessible through the ATM, fund held with the ATM and security for the ATM shall be the sole responsibility of Class Act.
12. Class Act shall ensure that the ATM is maintained in a safe, neat condition and is in good working order with enough cash to allow continued usage. In the event that the ATM becomes inoperable, Class Act must restore the ATM to good working condition within 48 hours of being notified such condition exists. In the case that necessary repairs or replacement of ATM equipment is expected to take longer than 48 hours from being notified of problem. In this event, Class Act shall ensure that ATM be in good working order no more than 14 days after being notified that ATM has become inoperable for any reason.
13. Either party shall have the right to terminate this Agreement upon thirty (30) days written notice.
14. Within ten (10) days from the date the Agreement terminates, Class Act will remove the ATM from the Premises, provided it shall repair any damage caused by the removal.

15. Class Act shall be responsible for and shall pay all charges for upkeep of the ATM and related equipment and shall make, at its own expense, any and all repairs and supply and pay for any and all materials needed to maintain the ATM and related equipment in proper condition and good working order.
16. This Agreement shall inure to the benefit of and be binding upon the parties and their successors, assigns, representatives and heirs.
17. This Agreement contains the entire agreement and understandings, terms, or condition between the parties, each party agrees that it has not relied upon any representation, express or implied, not contain in this Agreement.
18. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.
19. This Agreement shall be, in all respects, governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky, including all matters of construction, validity and performance. If any provisions of this Agreement or its applications shall be held invalid, illegal, or unenforceability of all other provision and applications hereof shall not in any way be affected or impaired.
20. Notices from one Party to the other will be effective upon mailing the same, first class postage prepaid, to the other Party's address, as follows or as changed by written notice.

Class Act Federal Credit Union
3620 Fern Valley Road
Louisville, KY 40219
Phone: 502-212-3149
Fax: 502-966-2061
ATTN: Executive Vice President

Jefferson County Board of Education
3332 Newburg Road
P.O. Box 34020
Louisville, KY 40232-4020
Phone: 502-485-3200
ATTN: Chief Financial Officer

IN WITNESS THEREOF the Parties have executed this Agreement as of the date set forth above.

Jefferson County Board of Education

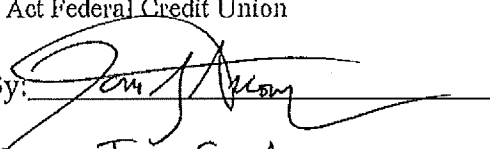
By: _____

Date: _____

Name: _____

Title: _____

Class Act Federal Credit Union

By:  _____

Date: 5/8/24

Name: TOM S. ANANSON

Title: EVP