

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Tourism and Convention Sales and Marketing Services

Amendment Summary: Extends the contract term of the agreement to June 30, 2022.

Contract Number: 342100 Amendment Number: 1 Solicitation Number: 553746

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Contract Start Date: 07/01/2016 Contract Expiration Date: 06/30/2022 Contract Term: 72 Months

Previous Estimated Contract Life Value: Revenue Generating

Amendment Value: \$0.00 Fund: 30044\*

New Estimated Contract Life Value: Revenue Generating BU: 01103280\*

\* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: Finance Department(s) Served: Finance

## Prime Contractor Information

Prime Contracting Firm: Nashville Convention & Visitors Bureau Phone #: 615-259-4760 ISN#: 4034

Address: 150 4<sup>th</sup> Avenue North, Suite G-250 City: Nashville State: TN Zip: 37219

Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  (check if applicable)

Prime Company Contact: Butch Spyridon Email Address: butch@visitmusiccity.com

**Prime Contractor Signatory:** Butch Spyridon Email Address: butch@visitmusiccity.com

## Subcontractor Information

*Small Business and Service Disabled Veteran Business Program:*

SBE/SDV Participation Amount: N/A Percent, if applicable: As Revenue Generated

*Procurement Non-Discrimination Program:*

M/WBE Participation Amount: N/A Percent, if applicable: As Revenue Generated

*Federal Disadvantaged Business Enterprise:*

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): Yes

MLL



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 342100  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND NASHVILLE CONVENTION & VISITORS BUREAU**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and NASHVILLE CONVENTION & VISITORS BUREAU, located in Nashville, TN.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 1, 2016, Metro Contract numbered 342100, hereinafter the "CONTRACT", the parties hereby agree:

This amendment affects the following changes to the contract.

1. Extends the contract term of the agreement for an additional twelve months. Clause 3.1 Contract Term shall read as follows:

"The term of this contract will begin on July 1, 2016. The initial contract term will end June 30, 2022. This Contract may be extended by Contract Amendment and subject to Metro Council approval as defined in the Metro Code."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Metropolitan Attorney

Contract Number 342100

Amendment Number #1

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

|   |            |
|---|------------|
|   | <i>GLM</i> |
| Dept. / Agency / Comm. Head or Board Chair. | Dept. Fin. |

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

|                                   |            |
|-----------------------------------|------------|
| <i>Michelle A. Hernandez Lane</i> | <i>JLR</i> |
| Purchasing Agent                  | Purchasing |

**APPROVED AS TO AVAILABILITY OF FUNDS:**

|                       |           |           |
|-----------------------|-----------|-----------|
| <i>Kevin Cumballo</i> | <i>TE</i> | <i>KG</i> |
| Director of Finance   | OMB       | BA        |

**APPROVED AS TO FORM AND LEGALITY:**

|                          |           |
|--------------------------|-----------|
| <i>R. Alex Dickerson</i> | <i>BC</i> |
| Metropolitan Attorney    | Insurance |

|                    |     |
|--------------------|-----|
|                    | COO |
| Metropolitan Mayor |     |

**ATTESTED:**

|                    |      |
|--------------------|------|
|                    | Date |
| Metropolitan Clerk |      |

**CONTRACTOR**

Nashville Convention & Visitors Corp  
Company Name

*Butch Spyridon*  
Signature of Company's Contracting Officer

Butch Spyridon  
Officer's Name

President /CEO  
Officer's Title

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: 2021039

Date Received: Nov. 20, 2020

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Tourism and Convention Sales and Marketing Services Contract Number: 342100 Amendment Number: 1  
Requesting Department: Finance/Procurement Requesting Departmental Contact (Name & Number): Michelle Lane

Contractor's Business Name: Nashville Convention & Visitors Bureau Name of Contract Signatory: Christopher Spyridon  
Contract Signatory Email Address: 150 4<sup>th</sup> Ave North  
Address: 150 4<sup>th</sup> Avenue North City: Nashville ST: TN Zip: 37219

**Revision Accomplishes: Check all that apply**

|  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Term Extension         | New End Date: <u>June 30, 2022</u>  | Include revised schedule if necessary  |
| <input type="checkbox"/> Contract Value Increase           | Original Contract Amount _____<br>Previously Executed Amendment(s) Amount _____<br>Current Amendment Amount _____<br>Amendment % Increase _____<br>Proposed Revised Contract Amount _____ | Include revised fee schedules, budget, and total contract value as appropriate                                 |
| <input type="checkbox"/> Scope of Work Revision            |   | Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary |
| <input type="checkbox"/> Terms and Conditions Modification |   | Include applicable exhibits as appropriate along with appropriate redlines                                     |
| <input type="checkbox"/> Other (Describe)                  |   | Include applicable documentation   |

**ACCOUNTING INFORMATION:**

BU Number: \_\_\_\_\_ Fund #: \_\_\_\_\_ Any Other Accounting Info: \_\_\_\_\_

**Procurement will route in DocuSign for Signature**

Department Requester \_\_\_\_\_

*Michelle A. Hernandez Lane*

11/20/2020 | 1:31 PM CST

Requesting Department Director's Signature of Approval

Date

CA #: 2021039

Date Received: Nov. 20, 2020

**To be completed by the Procurement Division**

**Contract Amendment is Approved (Additional Comments:** will require Council legislation  
\_\_\_\_\_ )

**Contract Amendment is Denied for** \_\_\_\_\_

**PURCHASING AGENT:** Michelle R. Hernandez Lane **Date:** 11/20/2020 | 1:31 PM

## Certificate Of Completion

|  |                              |
|--|------------------------------|
| Envelope Id: 7D014D0A7D1A4F21814E5B4A1F2FAF73  | Status: Completed            |
| Subject: Contract Amendment Request Form for Finance - A2021039 Nashville Convention & Visitors Bureau |                              |
| Source Envelope:   |                              |
| Document Pages: 2  | Signatures: 2                |
| Certificate Pages: 15  | Initials: 0                  |
| AutoNav: Enabled   | Envelope Originator:         |
| Envelopeld Stamping: Enabled   | Procurement Resource Group   |
| Time Zone: (UTC-06:00) Central Time (US & Canada)  | 730 2nd Ave. South 1st Floor |
|  | Nashville, TN 37219          |
|  | prg@nashville.gov            |
|  | IP Address: 170.190.198.185  |

## Record Tracking

|                        |                                    |                    |
|------------------------|------------------------------------|--------------------|
| Status: Original       | Holder: Procurement Resource Group | Location: DocuSign |
| 11/20/2020 10:20:12 AM | prg@nashville.gov                  |                    |

## Signer Events

| Signature  | Timestamp  |
|--|--|
| Judy Cantlon<br>Judy.Cantlon@nashville.gov<br>Security Level: Email, Account Authentication (None) | Sent: 11/20/2020 10:24:00 AM<br>Viewed: 11/20/2020 10:25:49 AM<br>Signed: 11/20/2020 10:26:15 AM |
| Completed  |  |
| Using IP Address: 170.190.198.185  |  |

**Electronic Record and Signature Disclosure:**  
Accepted: 11/20/2020 10:25:49 AM  
ID: 587d4076-fe87-4d90-8cd4-0196362e925a

Michelle A. Hernandez Lane  
michelle.lane@nashville.gov  
Chief Procurement Officer/Purchasing Agent  
Metro  
Security Level: Email, Account Authentication (None)

*Michelle A. Hernandez Lane*  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 11/20/2020 10:26:16 AM  
Viewed: 11/20/2020 1:31:10 PM  
Signed: 11/20/2020 1:31:43 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

| Signature | Timestamp |
|-----------|-----------|
|-----------|-----------|

## Editor Delivery Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

## Agent Delivery Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

## Intermediary Delivery Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

## Certified Delivery Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

## Carbon Copy Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

Amber Gardner  
amber.gardner@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/20/2020 1:31:44 PM

**Electronic Record and Signature Disclosure:**  
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**Carbon Copy Events****Status****Timestamp**

PRG  
 prg@nashville.gov  
 Metropolitan Government of Nashville and Davidson  
 County  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 11/20/2020 1:31:45 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Terri L. Ray  
 Terri.Ray@nashville.gov  
 Senior Procurement Officer  
 Metropolitan Government of Nashville and Davidson  
 County  
 Security Level: Email, Account Authentication  
 (None)

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Sent: 11/20/2020 1:31:45 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

|                     |                  |                        |
|---------------------|------------------|------------------------|
| Envelope Sent       | Hashed/Encrypted | 11/20/2020 10:24:00 AM |
| Certified Delivered | Security Checked | 11/20/2020 1:31:10 PM  |
| Signing Complete    | Security Checked | 11/20/2020 1:31:43 PM  |
| Completed           | Security Checked | 11/20/2020 1:31:45 PM  |

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

Parties agreed to: Judy Cantlon

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## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Nashville Convention & Visitors Bureau** ("CONTRACTOR") located at **150 4th Avenue North, Nashville, TN, 37219**. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s),*
- *The solicitation documentation RFQ# 553746 (made a part of this contract by reference),*
- *Purchase orders (and PO Changes), and*
- *CONTRACTOR's response to solicitation.*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide tourism and convention sales and marketing services as defined in the solicitation.

The activities and actions undertaken in the performance of this contract represent the direct tourism promotion activities required by the Hotel Occupancy Privilege Tax legislation, and the amount budgeted in the annual operational budget of METRO is dedicated and available to CONTRACTOR to support and fund activities. Should annual funding fall below the amount provided in the first year of this contract, adjusted by the consumer price index, performance measurements will also be adjusted by mutual consent of METRO and CONTRACTOR.

The target goal for non-METRO review will be set as one million dollars (\$1,000,000) annually as stated in CONTRACTOR's response to the solicitation.

CONTRACTOR requests as part of this contract an annual working capital advance in the amount of five hundred thousand dollars (\$500,000) from the annual hotel tax collections, to be adjusted annually based on the approved METRO budget.

CONTRACTOR agrees to report monthly to the Business Assistance Office participation and spending for METRO approved Small, Service Disabled, Minority, and Women-Owned Business Enterprises.

CONTRACTOR agrees that whoever occupies the volunteer board chairperson set of the METRO Tourism and Commission will be an ex-officio member of CONTRACTOR board of directors.

CONTRACTOR agrees that the TAP and the Smith Travel reports will be made available to the METRO Department of Finance on a monthly basis, with a disclaimer that the information may not be complete.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by Metro.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### **3. CONTRACT TERM**

#### **3.1. Contract Term**

The term of this contract will begin on July 1, 2016. The initial contract term will end sixty (60) months from the beginning date with the option to extend for another sixty (60) months subject to Metro Council approval as defined in the Metro Code.

### **3.2. COMPENSATION**

#### **3.2.1. Contract Value**

This contract will be funded through actual receipts collected by METRO from the Hotel Occupancy Tax, as directed by the Hotel Occupancy Privilege Tax legislation. CONTRACTOR shall be paid as work is completed and METRO approves and is accordingly, invoiced.

#### **3.2.2. Other Fees**

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

#### **3.2.4. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

### **4. TERMINATION**

#### **4.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall have the right to terminate the contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

Nothing herein shall limit the right of either party to seek any lawful remedy from a court of competent jurisdiction.

If METRO determines to terminate the contract, CONTRACTOR will receive a written notice of default, stating the desire to terminate and noting cause. A thirty (30) day opportunity to cure phase would begin upon receipt of that letter. If the cure proposed by CONTRACTOR is not deemed to be satisfactory to METRO, then the parties would go to mediation. If METRO and CONTRACTOR cannot reconcile issues during the mediation phase, METRO may terminate the contract thirty (30) days after the mediation phase.

#### **4.2. Lack of Funding**

Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR.

#### **4.3. Notice**

METRO may terminate this contract at any time upon one hundred and eighty (180) days written notice to CONTRACTOR. Should METRO terminate this Contract, the CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

### **5. NONDISCRIMINATION**

#### **5.1. Metro's Nondiscrimination Policy**

It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

#### **5.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

#### **5.3. Procurement Nondiscrimination Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation. The provision of the following items shall be part of each individual solicitation response:

#### **5.4. Covenant of Nondiscrimination**

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

#### **5.5. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected**

CONTRACTOR must provide the provided form indicating that CONTRACTOR has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

#### **5.6. Letter of Intent to Perform as a Subcontractor/Joint Venture**

In the event that CONTRACTOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO")."

#### **5.7. Registration and Certification**

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

#### **5.8. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

### **6. INSURANCE**

#### **6.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured.



**6.3. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars

**6.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

**6.5. Worker's Compensation Insurance**

with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

**6.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's workers' compensation insurance coverage.

**6.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW  
INSURANCE AND RISK MANAGEMENT  
METROPOLITAN COURTHOUSE, SUITE 108**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If the CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

**7. GENERAL TERMS AND CONDITIONS**

**7.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

**7.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

**7.3. License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant

METRO a license to use any purchased software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or the CONTRACTORs response to the solicitation.

#### **7.4. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

##### **Procure**

Procure for METRO the right to continue using the products or services.

##### **Replace**

Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.

##### **Remove**

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

##### **Provide**

Provided, however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;

The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or

The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### **7.5. Record Maintenance**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any

reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

#### **7.6. Monitoring**

The CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

#### **7.7. METRO Property**

Any METRO property, including but not limited to books, records and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property. All documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

The CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall the CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

#### **7.8. Modification of Contract**

This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

The current balance of any working capital advance that is provided to CONTRACTOR through this contract is subject to periodic review and increase by the Purchasing Agent and Director of Finance as economic conditions and funding availability warrant. It is to be maintained in CONTRACTOR's accounting records separately as a liability due to METRO, and should be so reflected in the audited financial statements of CONTRACTOR. As collections improve in the Hotel and Motel Tax collections, modifications, by amendment, may be made in the reimbursement formula.

#### **7.9. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

**7.10. Waiver**

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

**7.11. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**7.12. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**7.13. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**7.14. Ethical Standards**

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

**7.15. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents and employees from:

- A. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of the

CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

D. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

**7.16. Attorney Fees.**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

**7.17. Assignment--Consent Required**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT  
DIVISION OF ACCOUNTS  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for Metro to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, Metro has the discretion to approve or deny a Funds Assignment Request.

**7.18. Entire Contract**

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**7.19. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**7.20. Governing Law**

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

**7.21. Venue**

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

**7.22. Severability**

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 342100

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Nashville convention & Visitors Corp

Attention: Butch Spyridon

Address: 150 4th Avenue North, Suite G-250

Telephone: 615-259-4760

Fax: 615-259-4775

E-mail: butch@visitmusiccity.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Butch Spyridon

Attention: Butch Spyridon

Address: 150 4th Avenue North, Suite G-250, Nashville TN 37219

**[SPACE INTENTIONALLY LEFT BLANK]**



Contract Number 342100

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

DocuSigned by:  
Bob Lackey DS  
GLM  
Dept. Fin. Control Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

DocuSigned by:  
Jeff L. Gossage DS  
RB  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
Richard M. Kiebeling DS  
TLO DS  
KF  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
Tara Ladd DS  
BL  
Metropolitan Clerk Insurance

**FILED BY THE METROPOLITAN CLERK:**

DocuSigned by:  
Shannon Hall 4/28/2015  
Metropolitan Clerk Date

**CONTRACTOR**

Nashville Convention & visitors Corp  
Company Name

DocuSigned by:  
Christopher Spyridon  
Signature of Company's Contracting Officer

Christopher Spyridon  
Officer's Name

President/CEO  
Officer's Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>Anderson Benson Insurance</b><br>2505 21st Avenue South<br>Suite 301<br>Nashville TN 37212                                | <b>CONTACT NAME:</b> Becky Wallace<br><b>PHONE (A/C No. Ext):</b> (615) 630-7803 <b>FAX (A/C No.):</b> (615) 630-7801<br><b>E-MAIL ADDRESS:</b> becky@andersonbenson.com  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
|---|---|-------------------------------|--------|--|-------|--|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br><b>Nashville Convention and Visitors Bureau</b><br>One Nashville Place<br>150 Fourth Ave N, Suite G-250<br>Nashville TN 37219 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>The Cincinnati Indemnity</b></td> <td style="text-align: center;">23280</td> </tr> <tr> <td>INSURER B: <b>Star Insurance Company</b></td> <td style="text-align: center;">18023</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: <b>The Cincinnati Indemnity</b> | 23280 | INSURER B: <b>Star Insurance Company</b> | 18023 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER A: <b>The Cincinnati Indemnity</b>  | 23280   |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER B: <b>Star Insurance Company</b>  | 18023   |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER C:  |   |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER D:  |   |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER E:  |   |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER F:  |   |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |

**COVERAGES**

CERTIFICATE NUMBER: CL1462401004

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR   | TYPE OF INSURANCE  | ADDL INSR                | SUBR WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|--|--|--------------------------|------------|---------------|-------------------------|-------------------------|---|--------------|
| <b>A</b>   | <b>GENERAL LIABILITY</b>   |                          |            | CPP1081600    | 7/1/2014                | 7/1/2015                | EACH OCCURRENCE   | \$ 1,000,000 |
|  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               | <b>X</b>                 | <b>X</b>   |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 500,000   |
|  | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |                          |            |               |                         |                         | MED EXP (Any one person)                                | \$ 5,000     |
|  |  |                          |            |               |                         |                         | PERSONAL & ADV INJURY                                   | \$ 1,000,000 |
|  | GENERAL AGGREGATE  |                          |            | \$ 2,000,000  |                         |                         |   |              |
| GEN'L AGGREGATE LIMIT APPLIES PER:   |  |                          |            |               |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 2,000,000 |
| <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |  |                          |            |               |                         |                         |   | \$           |
| <b>A</b>   | <b>AUTOMOBILE LIABILITY</b>  |                          |            | CPA1081600    | 7/1/2014                | 7/1/2015                | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000 |
|  | <input checked="" type="checkbox"/> ANY AUTO                                   | <b>X</b>                 | <b>X</b>   |               |                         |                         | BODILY INJURY (Per person)                              | \$           |
|  | <input type="checkbox"/> ALL OWNED AUTOS                                       |                          |            |               |                         |                         | BODILY INJURY (Per accident)                            | \$           |
|  | <input checked="" type="checkbox"/> HIRED AUTOS                                |                          |            |               |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$           |
|  | Medical payments   |                          |            | \$ 5,000      |                         |                         |   |              |
| <b>A</b>   | <input checked="" type="checkbox"/> UMBRELLA LIAB                              | <b>X</b>                 | <b>X</b>   | CPP1081600    | 7/1/2014                | 7/1/2015                | EACH OCCURRENCE   | \$ 5,000,000 |
|  | <input type="checkbox"/> EXCESS LIAB   |                          |            |               |                         |                         | AGGREGATE   | \$ 5,000,000 |
|  | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>             |                          |            |               |                         |                         |   | \$           |
| <b>B</b>   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                           |                          |            | WC0793190     | 7/1/2014                | 7/1/2015                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTH-ER       |
|  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    | Y/N                      | <b>N/A</b> |               |                         |                         | E.L. EACH ACCIDENT                                      | \$ 1,000,000 |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below                         | <input type="checkbox"/> |            |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                              | \$ 1,000,000 |
|  |  |                          |            |               |                         |                         | E.L. DISEASE - POLICY LIMIT                             | \$ 1,000,000 |
|  |  |                          |            |               |                         |                         |   |              |
| <b>A</b>   | <b>Hired Automobile</b>  |                          |            | CPA1081600    |                         |                         | Physical Damage Limit                                   | \$ 50,000    |
|  |  |                          |            |               |                         |                         |   |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract for Purchase of Services between The Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee ("Metro") and Nashville Convention and Visitors' Bureau ("Contractor").

Metropolitan Government of Nashville & Davidson County its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement numbered: GA4084 and automobile liability additional insured endorsement numbered: AA4004.

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| Metropolitan Government of Nashville and Davidson County<br>Metro Courthouse<br>Nashville, TN 37201 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>George Anderson/SHORD <i>George Anderson</i> |
|---|---|



## Additional Named Insureds

### Other Named Insureds

Music City, Inc. Corp Non-Profit Organization, Insured Multiple Names

Nashville Convention & Visitors Corp. Operating Name Only, Insured Multiple Names

Rhythms of the South Insured Multiple Names



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/21/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |   |
|--|---|
| <b>PRODUCER</b><br>Anderson Benson Insurance<br>3322 West End Avenue<br>Suite 500<br>Nashville TN 37203                | <b>CONTACT NAME:</b> Becky Wallace<br><b>PHONE (A/C, No, Ext):</b> (615) 630-7803 <b>FAX (A/C, No):</b> (615) 630-7801<br><b>E-MAIL ADDRESS:</b> becky@andersonbenson.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   |
| <b>INSURER A:</b> National Casualty Company <b>NAIC #</b> 11991  |   |
| <b>INSURED</b>   |   |
| Nashville Convention and Visitors Bureau<br>One Nashville Place<br>150 Fourth Ave N, Suite G-250<br>Nashville TN 37219 | <b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b>   |

**COVERAGES**      **CERTIFICATE NUMBER:** 2020-21 K&K Auto      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY     |           |          | KKO0000024757300 | 09/01/2020              | 09/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                     |           | N/A      |                  |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re:Contract 342100

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |  |
|--|--|
| Metropolitan Government of Nashville and Davidson County<br>Metro Courthouse<br><br>Nashville TN 37201 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><div style="text-align: center;"><i>George Anderson</i></div> |
|--|--|

## Additional Named Insureds

### Other Named Insureds

|                                       |  |
|---------------------------------------|--|
| Music City, Inc.                      | Corp Non-Profit Organization, Insured Multiple Names |
| Nashville Convention & Visitors Corp. | Operating Name Only, Insured Multiple Names          |
| Rhythms of the South                  | Insured Multiple Names                               |

## Certificate Of Completion

|  |                              |
|--|------------------------------|
| Envelope Id: 7FD3C105D0F545ECBBA53C531BEE6749  | Status: Sent                 |
| Subject: URGENT! Metro Contract 342100 Amendment 1 with Nashville Convention and Visitors Bureau (Finance) |                              |
| Source Envelope:   |                              |
| Document Pages: 41   | Signatures: 10               |
| Certificate Pages: 17  | Initials: 7                  |
| AutoNav: Enabled   | Envelope Originator:         |
| Envelopeld Stamping: Enabled   | Procurement Resource Group   |
| Time Zone: (UTC-06:00) Central Time (US & Canada)  | 730 2nd Ave. South 1st Floor |
|  | Nashville, TN 37219          |
|  | prg@nashville.gov            |
|  | IP Address: 170.190.198.185  |

## Record Tracking

|   |   |                    |
|---|---|--------------------|
| Status: Original<br>12/4/2020 11:34:33 AM | Holder: Procurement Resource Group<br>prg@nashville.gov | Location: DocuSign |
|---|---|--------------------|

## Signer Events

| Signer Events   | Signature   | Timestamp  |
|---|---|--|
| <p>Terri L. Ray<br/>Terri.Ray@nashville.gov<br/>Senior Procurement Officer<br/>Metropolitan Government of Nashville and Davidson County<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | <p><i>TLR</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>           | <p>Sent: 12/4/2020 12:07:16 PM<br/>Viewed: 12/4/2020 12:07:44 PM<br/>Signed: 12/4/2020 12:07:54 PM</p> |
| <p>Michelle A. Hernandez Lane<br/>michelle.lane@nashville.gov<br/>Chief Procurement Officer/Purchasing Agent<br/>Metro<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                  | <p><i>MAL</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>           | <p>Sent: 12/4/2020 12:07:56 PM<br/>Viewed: 12/4/2020 12:21:17 PM<br/>Signed: 12/4/2020 12:23:47 PM</p> |
| <p>Greg McClarin<br/>greg.mcclarin@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/4/2020 12:30:27 PM<br/>ID: e97826da-497c-461b-b858-0e6916a4dde8</p>                                    | <p><i>GLM</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>           | <p>Sent: 12/4/2020 12:23:50 PM<br/>Viewed: 12/4/2020 12:30:27 PM<br/>Signed: 12/4/2020 12:31:18 PM</p> |
| <p>Kati Guenther<br/>Kati.Guenther@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/4/2020 12:34:22 PM<br/>ID: 3df85859-5862-457f-814b-7aa59b868190</p>                                    | <p><i>Kati Guenther</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p> | <p>Sent: 12/4/2020 12:31:20 PM<br/>Viewed: 12/4/2020 12:34:22 PM<br/>Signed: 12/4/2020 12:47:35 PM</p> |

| Signer Events   | Signature  | Timestamp   |
|---|--|---|
| <p>Butch Spyridon<br/>butch@visitmusiccity.com<br/>President /CEO<br/>Nashville Convention &amp; Visitors Corp<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/4/2020 1:30:58 PM<br/>ID: fed39b99-68fc-443c-b441-6c1a8f598092</p> | <p><i>Butch Spyridon</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 209.235.175.114</p>             | <p>Sent: 12/4/2020 12:47:42 PM<br/>Resent: 12/4/2020 1:05:57 PM<br/>Viewed: 12/4/2020 1:30:58 PM<br/>Signed: 12/4/2020 2:00:50 PM</p> |
| <p>Michelle A. Hernandez Lane<br/>michelle.lane@nashville.gov<br/>Chief Procurement Officer/Purchasing Agent<br/>Metro<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>  | <p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p> | <p>Sent: 12/4/2020 2:00:57 PM<br/>Viewed: 12/4/2020 2:01:48 PM<br/>Signed: 12/4/2020 2:02:08 PM</p>                                   |
| <p>Tom Eddlemon<br/>Tom.Eddlemon@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/4/2020 2:24:12 PM<br/>ID: 6ce4f5d5-5b8f-4ed3-8821-5082d75d9aa3</p>   | <p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>               | <p>Sent: 12/4/2020 2:02:11 PM<br/>Viewed: 12/4/2020 2:24:12 PM<br/>Signed: 12/4/2020 2:25:08 PM</p>                                   |
| <p>Kevin Cumbo/tlo<br/>talia.lomaxodneal@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/4/2020 2:30:46 PM<br/>ID: 0620f245-80b3-4483-b1cd-ed1b8715f070</p>   | <p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>            | <p>Sent: 12/4/2020 2:25:11 PM<br/>Viewed: 12/4/2020 2:30:46 PM<br/>Signed: 12/4/2020 2:31:03 PM</p>                                   |
| <p>Kevin Crumbo/tlo<br/>talia.lomaxodneal@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/4/2020 2:31:38 PM<br/>ID: f8aab922-6e2c-4a8d-b01f-6f705632359d</p>  | <p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>           | <p>Sent: 12/4/2020 2:31:06 PM<br/>Viewed: 12/4/2020 2:31:38 PM<br/>Signed: 12/4/2020 2:31:53 PM</p>                                   |
| <p>Balogun Cobb<br/>balogun.cobb@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: 12/4/2020 2:31:38 PM<br/>ID: f8aab922-6e2c-4a8d-b01f-6f705632359d</p>   | <p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>                         | <p>Sent: 12/4/2020 2:31:56 PM<br/>Viewed: 12/4/2020 2:33:26 PM<br/>Signed: 12/4/2020 2:33:34 PM</p>                                   |
| <p><b>Electronic Record and Signature Disclosure:</b></p>   |  |   |



| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Accepted: 12/4/2020 2:33:26 PM  
ID: 007faaf6-0d1f-45b2-aa12-408757449ef2

R. Alex Dickerson  
alex.dickerson@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*R. Alex Dickerson*

Sent: 12/4/2020 2:33:39 PM  
Viewed: 12/4/2020 2:34:49 PM  
Signed: 12/4/2020 2:35:20 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 99.97.138.111  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Accepted: 12/4/2020 2:34:49 PM  
ID: 22343af6-ca4f-418a-8fd3-87017ea3d005

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)

Sent: 12/4/2020 2:35:26 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)

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Sent: 12/4/2020 2:35:24 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/4/2020 12:39:10 PM  
ID: 4e3499f7-710b-4501-b4d4-0f75f3495d04

Alex Dickerson  
alex.dickerson@nashville.gov  
Security Level: Email, Account Authentication  
(None)

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Sent: 12/4/2020 2:35:25 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/4/2020 2:34:49 PM  
ID: 22343af6-ca4f-418a-8fd3-87017ea3d005

Kristin Wilson  
Kristin.Wilson@Nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

John Cooper  
Mayor@nashville.gov  
Security Level: Email, Account Authentication  
(None)

| <b>Carbon Copy Events</b> | <b>Status</b> | <b>Timestamp</b> |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Elizabeth Waites  
Elizabeth.Waites@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jemery Frye  
jeremy.frye@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kim McDaniel  
Kim.McDaniel@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| <b>Witness Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

|               |                  |                       |
|---------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 12/4/2020 12:07:16 PM |
|---------------|------------------|-----------------------|

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| <b>Electronic Record and Signature Disclosure</b> |
|---|
|---|

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During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and



Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

**19. PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

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