

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 03/03/26 Resolution Ordinance

Contact/Prepared By: Alan Enzo Date Prepared: 01/14/26

Title (Caption): Fannie Mae Dees Park Dragon Maintenance FY26 Grant - This cash grant of up to \$5,500.00 from Hillsboro-West

End Neighborhood Association is for the FY26 maintenance and repair costs for the "Sea Serpent" sculpture (commonly referred to as "the dragon") in Fannie Mae Dees Park. HWEN and Metro Parks have established an annual maintenance agreement to ensure the sculpture is properly maintained. HWEN will provide cash grants each fiscal year, with Metro Parks managing all maintenance. There is no cash match requirement from Metro Parks.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: Parks and Recreation Requested By: Monique Odom

Affected Department(s): Parks and Recreation Affected Council District(s): 18

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ <u>\$ 5,500.00</u> Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ <u>\$ 0.00</u> Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Aaron Pratt</u> <i>DH</i> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: <u>Quantita Paulsen</u>	Date to Finance Director's Office: _____ APPROVED BY FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

GRANT SUMMARY SHEET

Grant Name: Fannie Mae Dees Park Dragon Maintenance FY26

Department: PARKS & RECREATION

Grantor: Hillsboro West end Neighborhood Association

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$5,500.00

Cash Match Amount \$0.00

Department Contact: Alan Enzo
862-8400

Status: CONTINUATION

Program Description:

Fannie Mae Dees Park Dragon Maintenance Grant. This cash grant of up to \$5,500.00 from Hillsboro-West End Neighborhood Association is for the FY26 maintenance and repair costs for the "Sea Serpent" sculpture (commonly referred to as "the dragon") in Fannie Mae Dees Park. HWEN and Metro Parks have established an annual maintenance agreement to ensure the sculpture is properly maintained. HWEN will provide cash grants as available for each fiscal year, with Metro Parks managing all maintenance. There is no cash match requirement from Metro Parks.

Plan for continuation of services upon grant expiration:

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
PARKS & RECREATION	040	Alan Enzo		862-8400			
Grant Name:		Fannie Mae Dees Park Dragon Maintenance FY26					
Grantor:		Hillsboro West end Neighborhood Association		Other:			
Grant Period From:		03/03/26		<small>(applications only)</small> Anticipated Application Date:			
Grant Period To:				<small>(applications only)</small> Application Deadline:			
Funding Type:		OTHER		Multi-Department Grant <input type="checkbox"/> If yes, list below.			
Pass-Thru:				Outside Consultant Project: <input type="checkbox"/>			
Award Type:		OTHER		Total Award: \$5,500.00			
Status:		CONTINUATION		Metro Cash Match: \$0.00			
Metro Category:		Est. Prior.		Metro In-Kind Match: \$0.00			
CFDA #		N/A		Is Council approval required? <input type="checkbox"/>			
Project Description:		<small>Applic. Submitted Electronically?</small> <input type="checkbox"/>					
<p>Fannie Mae Dees Park Dragon Maintenance Grant. This cash grant of up to \$5,500.00 from Hillsboro-West End Neighborhood Association is for the FY26 maintenance and repair costs for the "Sea Serpent" sculpture (commonly referred to as "the dragon") in Fannie Mae Dees Park. HWEN and Metro Parks have established an annual maintenance agreement to ensure the sculpture is properly maintained. HWEN will provide cash grants as available for each fiscal year, with Metro Parks managing all maintenance. There is no cash match requirement from Metro Parks.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant			
				Other: <input type="checkbox"/>			
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund			
Is not budgeted?				Business Unit			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				Proposed Source of Match:			
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:			
				0.00			
Departmental Indirect Cost Rate		15.07%		Indirect Cost of Grant to Metro:			
				\$828.85			
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:			
				in budget			
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26			\$5,500.00				\$5,500.00	\$828.85	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$5,500.00	\$0.00		\$0.00	\$5,500.00	\$828.85	\$0.00
Date Awarded:				01/15/26	Tot. Awarded:		\$5,500.00	Contract#: LETTER		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

JP

Resolution No. _____

A resolution accepting a grant from the Hillsboro-West End Neighborhood Association to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to provide funding for the annual maintenance and repair costs of the mosaic Sea Serpent sculpture ("the dragon") at Fannie Mae Dees Park.

WHEREAS, the Hillsboro-West End Neighborhood Association has awarded a grant in an amount not to exceed \$5,500 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to provide funding for the annual maintenance and repair costs of the mosaic Sea Serpent sculpture ("the dragon") at Fannie Mae Dees Park; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the Hillsboro-West End Neighborhood Association, in an amount not to exceed \$5,500, and the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to provide funding for the annual maintenance and repair costs of the mosaic Sea Serpent sculpture ("the dragon") at Fannie Mae Dees Park, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Parks Department based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

Jenneen Reed/mjr
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

Courtney Mohan
Assistant Metropolitan Attorney



December 1, 2025

Dear Metropolitan Board of Parks and Recreation,

The Hillsboro-West End Neighborhood Association (HWEN) requests the Metropolitan Board of Parks and Recreation (Metro Parks) to accept a cash grant not to exceed \$5500 for the 2025-26 annual maintenance and repair costs of the mosaic "Sea Serpent" sculpture (commonly referred to as "the dragon") at Fannie-Mae Dees Park (2400 Blakemore Avenue).

As a recap, Metro Parks commissioned the sculpture as a community art project for Fannie Mae Dees Park in the late 1970s. Over time it fell into disrepair and underwent two major restorations. The latest restoration was a partnership by Metro Parks and HWEN in 2016-2018, culminating in a grand reopening in May 2018. Since then, HWEN recognized the need for and began funding the annual maintenance needed to prevent it from falling into disrepair again.

However, HWEN's permissions from Metro Parks granted in 2017 to work on the dragon have now expired. In light of this, HWEN and Metro Parks have established an annual maintenance agreement to ensure the sculpture is properly maintained. Metro Parks will oversee and manage the maintenance by Art Up, and HWEN will fund the work. HWEN has approved Art Up's 2025 proposal, as summarized below, and will fund inspection, restoration and maintenance costs of up to \$5,500.

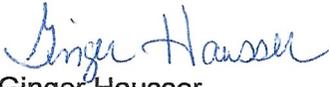
HWEN's Board of Directors have requested and approved Art Up Nashville's (vendor) 2025 Annual Maintenance Scope of Work and proposal for cleaning and restoration of the sculpture from the Annual Inspection of the Sea Serpent sculpture.

Scope of Work Cost: \$5,489.64

This grant requires no match from Metro Parks. This project will be fully funded by the Hillsboro West End Neighborhood Association. The Association will provide Metro Parks with the cash grant to pay the vendor Art Up Nashville for their services rendered.

We are in communication with the Metro Parks Staff on this proposed project and will continue to work with them on any further details of the project. HWEN and Art Up Nashville will work with Metro Parks on scheduling and communication for the public during the duration of this project. Thank you for the opportunity to work in partnership with Metro Parks for the benefit of Nashville's iconic "dragon" sculpture, Fannie Mae Dees Park, and the city.

Thank you for your consideration.



Ginger Hausser

Hillsboro-West End Neighborhood Association

ghausser@earthlink.net

(615) 477-6339



Hillsboro-West End Neighborhood Association
PO Box 120521 | Nashville, Tennessee 37212
501(c)(3) non-profit organization | www.hwne.org

FREDDIE O'CONNELL, MAYOR



METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201

(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

January 6, 2026

Ms. Ginger Hausser
Hillsboro-West End Neighborhood Association
PO Box 120521
Nashville, TN. 37212
ghausser@earthlink.net

Dear Ms. Hausser:

The Metropolitan Board of Parks and Recreation, at its meeting held on Tuesday, January 6, 2026 accepted the cash grant of up to \$5,500 to fund the annual maintenance and repair costs of the mosaic "Sea Serpent" sculpture (commonly referred to as "the dragon") at Fannie Mae Dees Park in 2026. This work will be completed by Art Up under an existing maintenance agreement. This grant requires no financial obligation from Metro Parks.

If further information is needed or you have any questions or concerns, please contact Mr. Joe Stovall of my staff; he may be reached at 615-862-8400. On behalf of Metro Parks, thank you for your continued partnership.

Sincerely,

A handwritten signature in blue ink that reads "Monique Horton Odom". The signature is fluid and cursive.

Monique Horton Odom, Director
and Secretary to the Board

Mr. Phil Lockett
Mr. Alan Enzo
Ms. Chinita White
Mr. Joseph Stovall

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

FREDDIE O'CONNELL, MAYOR

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman St
Nashville, TN 37219

(615) 862-8400
FAX (615) 862-8414
www.nashville.gov/Parks-and-Recreation.aspx

Monique Horton Odom, Director

November 12, 2025

RE: Fannie Mae Dees Park - Dragon Maintenance

The Hillsboro-West End Neighborhood Association (HWEN) has established an annual Maintenance Agreement with Metro Parks to ensure the Sea Serpent (Dragon) sculpture at Fannie Mae Dees Park is properly maintained.

On September 3, 2024, the details of the Maintenance Agreement were presented to the Parks Board and approved by the Board. The terms of the agreement are as follows:

MAINTENANCE AGREEMENT

- 1) Each Spring, the Hillsboro-West End Neighborhood Association (HWEN) will work with Art Up to inspect the dragon sculpture and determine the maintenance work that needs to be completed. Art Up will then provide HWEN with a proposal including costs for the annual maintenance work.
- 2) After this, HWEN will present a grant letter and request acceptance by Metro Parks of a cash grant to cover the costs of maintenance to be completed within the next fiscal year. Due to the materials used and heat experienced each Summer, the annual maintenance work will not be performed until Fall each year.
- 3) There is no cash match or other obligation to Metro Parks.
- 4) Once the grant is approved by Parks Board and Metro Council, HWEN will send a check to Metro Parks for work to be completed within the next fiscal year. The funds will be deposited in a special Business Unit which will be reserved for the annual maintenance expenses.
- 5) All maintenance work will be managed and approved by Metro Parks staff.
- 6) Metro Parks will pay Art Up directly for the maintenance services rendered.

Thank you,


Joe Stovall

Assistant Director, Planning/Special Projects
Metro Parks - Nashville

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting Network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community."

FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615 862-8400
WE ARE AN EQUAL OPPORTUNITY EMPLOYER



Cleaning and Maintenance by Art Up Nashville



Thank you for reviewing our proposal to clean and maintain the "Two Dragons" sculpture at Fannie Mae Dees park. We pledge to handle the sculpture with the greatest amount of care and respect.



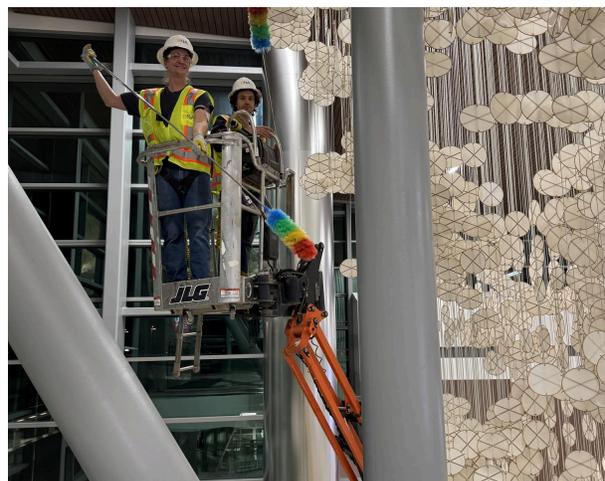
Team: **Anna Linesand** **Spencer McDaniel**

Art Up Nashville

artupnashville.com

A comprehensive fine art service provider dedicated to the professional handling, installation, shipping, and maintenance of fine art and other priceless objects. Handling such objects requires expert knowledge and skill that traditional contractors often overlook.

Since 2018 Art Up Nashville has held a contract with Metro Nashville handling their sculptural maintenance and installation. Other notable clients include, the Nashville Airport, Vanderbilt University and Medical Center, The TN State Museum, and The Frist Center for the Arts.



**Inspection Notes:**

We inspected the sculpture from 1:00pm to 3:00 pm on Tuesday, July 15, in warm summer weather. Viewing high areas with ladders, moving all along the dragon's spine and ridge-lines of the arches, we checked for cracks and failing mosaic tessera. We also assessed the surface grout for cleaning, cracks, and retouching. The sculpture was last cleaned in 2024, and most of our work has held up. However, there are clear signs of efflorescence and dirt build-up.

Although the Dragon sculpture is 43 years old, it is in a stable and good condition. Most of the maintenance needed is a predictable and routine level of care for areas addressed each year. The vast majority of the tessera continue to hold up well, while a few others continue to fail, spall, and receive impact damage as predicted.

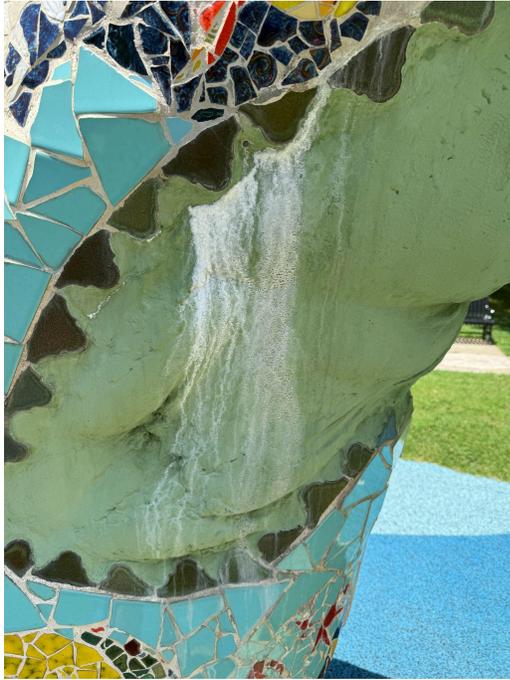
This year in particular, we noticed only a few areas of impact damage to about a dozen tessera. This is where intentional damage was inflicted on the sculpture. There is also a small amount of insignificant spalling. The amount of impact damage and spalling of the mosaic tile this year is not considered impactful both visually or structurally. Therefore, we are recommending skipping any actual tile replacement for this year, 2025.

For areas of concern, we see the continual rate of efflorescence is accumulating, which leeches from the substrate concrete. We recommend cleaning this yearly to avoid build-up that visually obscures the surface and hides potential issues. Also as expected, the sculpture continues to expand and contract with the seasons and weather. This causes hairline cracks throughout the sculpture's grout lines. We estimate that there are about a dozen large cracks on the entire sculpture that need attention. Some of these cracks can be sealed with silicone sealant for flexibility, while most others should be cut open and re-grouted. There are also areas of grout loss and wear that would benefit from re-touch grouting. Both the crack repair and grout touch-ups can only be done if the sculpture is cleaned beforehand. Finally, there are a few spots on the underbelly that could use some green paint touch-ups especially after cleaning/removing the efflorescence.

Since we cleaned, repaired and maintained the sculpture last October, our work load will be less than usual. We estimated that there is minimal delamination and tile cracking, but there is also normal efflorescence, dirt build-up, and grout cracking. Our priority this year will be to remove the efflorescence and apply underbelly touch-ups, wash with a biocleaner detergent and water, and address major grout cracks.

We recommend prioritizing the removal of efflorescence with an underbelly touch-up, use a detergent surface cleaning wash, and then repair grout with strong hairline cracks. For additional services that are optional, we included in our estimate the installation of additional efflorescence drains, extra re-touch grouting where there's chipping and tiles are spalling, and application of a biological control agent for stains.

Inspection Images: 1) Efflorescence build-up 2) dirt and stain build-up 3) spalling and impact damage, and 4) hairline grout cracks





Costs:

<p>Underbelly maintenance and efflorescence removal: Repair areas of concrete loss on underbelly loss patching. Grinding stone areas of efflorescence build-up on the underbelly. Efflorescence on the tiled surface removed by scrubbing and scraping with chemical application. 1) Calcium releaser, cleaning tools and underbelly paint\$350 2) Labor (16 hours)\$1,289.12</p>	<p>\$1,639.12</p>
<p>Surface Cleaning Using a bio-cleaning detergent sprayed onto the sculpture; will soak, then scrub. Repeat if necessary. Turbo wash with mild pressure. Climbing ladders to the top of the sculpture, cleaning everywhere. 1) Bio cleaner, pressure wash and spray equipment..... \$300 2) Labor (8 hours)\$644.56</p>	<p>\$944.56</p>
<p>Hairline Crack repair of grout: Wherever possible cracks will be opened up by cutting a gap into the cracked grout areas. Followed by a wash. Patching by injecting silicone caulk or cement re-grouting. Includes limited re-touch grouting. 1) Materials: grout, accelerant, sand, caulk, cutting bits..... \$500 2) Labor: (16 hours)\$1,289.12</p>	<p>\$1789.12</p>
<p>Application of Biological control agent Apply Biological Solution for effective removal of harmful biological and air pollutant staining 1) Biological control agent, cleaning supplies\$150 2) Labor (4 hours)\$322.28</p>	<p>\$472.28</p>
<p>Meetings, Preparation, and assessment (8 hours)</p>	<p>\$644.56</p>
<p>Total</p>	<p>\$5,489.64</p>

This proposed work is presented in good faith for approval to HWEN and Metro Parks. All labor is estimated at \$80.57/hr. Work will be performed after an approval is offered for maintenance.

**SIGNATURE PAGE
FOR**

GRANT NO. Fannie Mae Dees Dragon Maintenance FY26

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

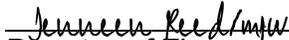
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY


Department

01/15/26

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:


Director of Finance

2/13/2026 | 3:05 PM CST

Date

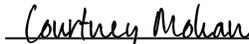
APPROVED AS TO RISK AND INSURANCE:


Director of Insurance

2/17/2026 | 7:33 AM CST

Date

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

2/17/2026 | 7:24 AM CST

Date

ATTEST:

Metropolitan Clerk

Date

Certificate Of Completion

Envelope Id: B5BC5663-2D7F-481D-859C-5D4F5A4B1CFA

Status: Completed

Subject: Complete with Docusign: Parks-FannieMaeDeesDragonMaintenance26 Ready.pdf

Source Envelope:

Document Pages: 14

Signatures: 6

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Juanita Paulson

Location: DocuSign

2/12/2026 1:10:26 PM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Daniel Harden

DH

Sent: 2/12/2026 1:16:17 PM

Daniel.Harden@nashville.gov

Viewed: 2/12/2026 1:19:39 PM

Security Level: Email, Account Authentication (None)

Signed: 2/12/2026 1:20:40 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.52

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Aaron Pratt

Aaron Pratt

Sent: 2/12/2026 1:20:43 PM

Aaron.Pratt@nashville.gov

Viewed: 2/12/2026 3:14:45 PM

Security Level: Email, Account Authentication (None)

Signed: 2/12/2026 3:14:52 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 2/12/2026 3:14:45 PM

ID: 0ee61baa-d5fc-4947-90c2-dbe18fe4dccc

Jenneen Reed/mjw

Jenneen Reed/mjw

Sent: 2/12/2026 3:14:53 PM

MaryJo.Wiggins@nashville.gov

Viewed: 2/13/2026 3:04:51 PM

Security Level: Email, Account Authentication (None)

Signed: 2/13/2026 3:05:52 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 2/13/2026 3:04:51 PM

ID: fee4a096-72cf-47d8-9e9b-75b722f67256

Courtney Mohan

Courtney Mohan

Sent: 2/13/2026 3:05:54 PM

Courtney.Mohan@nashville.gov

Viewed: 2/17/2026 7:23:53 AM

Security Level: Email, Account Authentication (None)

Signed: 2/17/2026 7:24:32 AM

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1700:3ae8:75f:140e:1d54:6725:be86

Signed using mobile

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

Electronic Record and Signature Disclosure:
 Accepted: 2/17/2026 7:23:53 AM
 ID: 7def468c-2972-403a-b4c5-fa45dce574b5

Balogun Cobb
 balogun.cobb@nashville.gov
 Insurance Division Manager
 Security Level: Email, Account Authentication (None)

Balogun Cobb

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Sent: 2/17/2026 7:24:35 AM
 Viewed: 2/17/2026 7:33:39 AM
 Signed: 2/17/2026 7:33:52 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/17/2026 7:33:39 AM
 ID: 68ad4b0f-7613-495c-a95a-07d8cb483ef0

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
--------------------	--------	-----------

Karina Valdez
 karina.valdez@nashville.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/17/2026 7:33:55 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/16/2025 6:49:23 PM
 ID: c652476a-ea38-42b5-b2ed-c7df7cedf24f

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

COPIED

Sent: 2/17/2026 7:33:56 AM
 Viewed: 2/17/2026 8:47:30 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/17/2026 8:43:43 AM
 ID: 758a782b-2943-4e37-9109-5b1fade83dd6

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	2/12/2026 1:16:17 PM
Certified Delivered	Security Checked	2/17/2026 7:33:39 AM
Signing Complete	Security Checked	2/17/2026 7:33:52 AM
Completed	Security Checked	2/17/2026 7:33:56 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

“Account” means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.

“Authorized User” means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.

“Contract” refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.

“Envelope” means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

“Seat” means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.

“Service Plan” means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.

“Specifications” means the technical specifications set forth in the “Subscription Service Specifications” available at <http://docusign.com/company/specifications>.

“Subscription Service” means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

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.

20. **ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. **FEEDBACK** By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. **GENERAL** Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification © DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .