

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/20/26
 Resolution

 Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and Chiqui Cafe, LLC for use of 357 square feet of café space located at 3021 Lealand Lane.

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

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

## Legislative Category (check one):

Bonds  
 Budget - Pay Plan  
 Budget - 4%  
 Capital Improvements  
 Capital Outlay Notes  
 Code Amendment  
 Condemnation

Contract Approval  
 Donation  
 Easement Abandonment  
 Easement Accept/Acquisition  
 Grant  
 Grant Application  
 Improvement Acc.

Intergovernmental Agreement  
 Lease  
 Maps  
 Master List A&E  
 Settlement of Claims/Lawsuits  
 Street/Highway Improvements  
 Other: \_\_\_\_\_

## FINANCE Amount +/-: \$ \_\_\_\_\_

## Match: \$ \_\_\_\_\_

Funding Source: Capital Improvement Budget  
 Capital Outlay Notes  
 Departmental/Agency Budget  
 Funds to Metro  
 General Obligation Bonds  
 Grant  
 Increased Revenue Sources

Judgments and Losses  
 Local Government Investment Project  
 Revenue Bonds  
 Self-Insured Liability  
 Solid Waste Reserve  
 Unappropriated Fund Balance  
 4% Fund  
 Other: \_\_\_\_\_

Date to Finance Director's Office: 12/22/2025 | 4:38 PM CST

Approved by OMB: Daniel Harden  
 Approved by Finance/Accounts: \_\_\_\_\_  
 Approved by Div Grants Coordination: \_\_\_\_\_

Approved by: \_\_\_\_\_

FINANCE DIRECTOR'S OFFICE: Jennine Reed/mjw

## 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

Ordinance No. \_\_\_\_\_

An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and Chiqui Cafe, LLC for use of 357 square feet of café space located at 3021 Lealand Lane (Parcel No. 11805003000 )(Proposal No. 2025M-048AG-001).

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro") owns certain real property located at 3021 Lealand Lane (Parcel No. 11805003000); and,

WHEREAS, Metro conducted a procurement for an operator of the Sunnyside Café that is located on a portion of the property at 3021 Lealand Lane; and,

WHEREAS, Metro and Chiqui Cafe, LLC have negotiated the lease agreement attached hereto and incorporated herein to authorize Chiqui Cafe, LLC to operate a café on a portion of the property located at 3021 Lealand Lane; and,

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

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

Section 1. That the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and Chiqui Café, LLC attached hereto, is hereby approved and the Director of Public Property Administration, or his designee, is hereby authorized to execute the same.

Section 2. That any amendment to this lease agreement shall be approved by resolution of the Metropolitan Council receiving at least twenty-one (21) affirmative votes.

Section 3. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

*Abraham Wescott*  
\_\_\_\_\_  
Abraham Wescott, Director  
Public Property Administration

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Jenneen Reed/mjw*  
\_\_\_\_\_  
Jenneen Reed, Director  
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND  
LEGALITY:

*Macy Amos*  
\_\_\_\_\_  
Assistant Metropolitan Attorney



October 13, 2025

To: Felecia Teasley Metro General Services

**Re: Sunnyside Cafe  
Planning Commission Mandatory Referral 2025M-048AG-001  
Council District # 18 Tom Cash, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval with conditions* to the Metropolitan Council:

*An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and Las Olas, LLC for use of 357 square feet of café space located at 3021 Lealand Lane (Parcel No. 11805003000) (Proposal No. 2025M-048AG-001).*

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, General Services-Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

**Conditions that apply to this approval:**

**Planning:**

Approval is subject to Metropolitan Parks Board approval.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at [Delilah.Rhodes@nashville.gov](mailto:Delilah.Rhodes@nashville.gov) or 615-862-7208

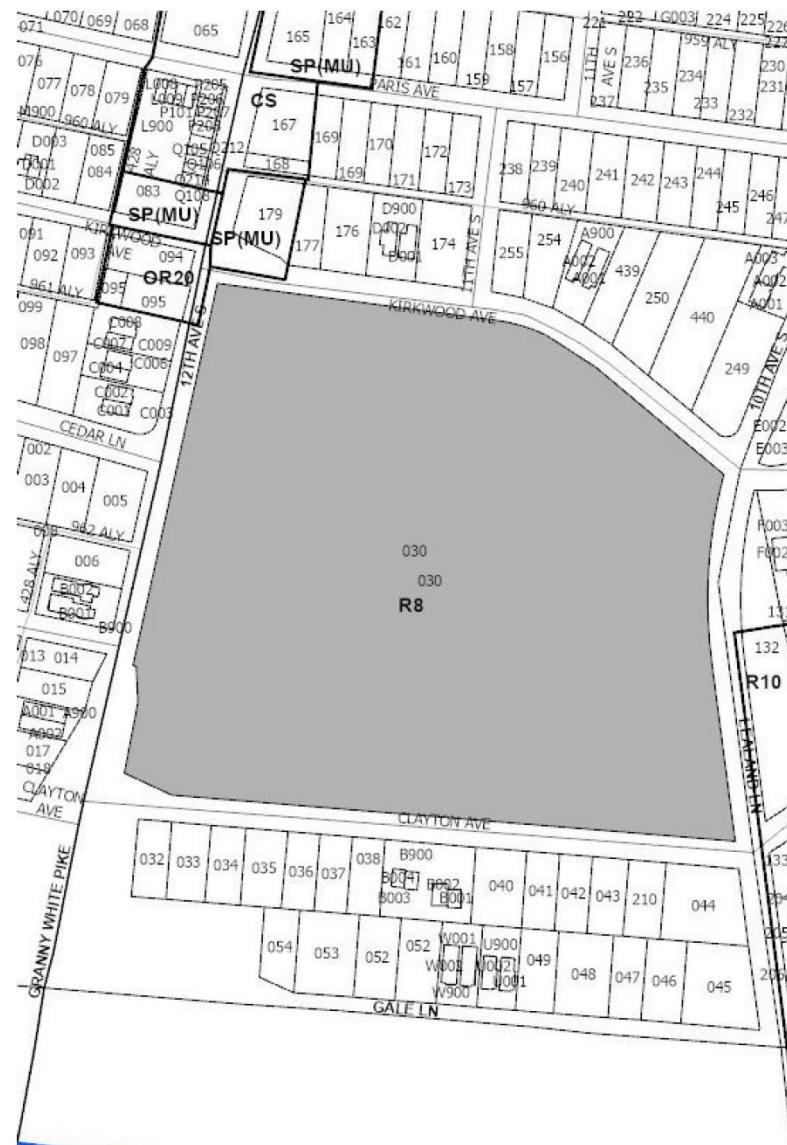
Sincerely,

A handwritten signature in blue ink that reads "Robert Leeman".

Robert Leeman, AICP  
Assistant Director Land Development  
Metro Planning Department  
cc: Metro Clerk

**Re: Sunnyside Cafe  
Planning Commission Mandatory Referral 2025M-048AG-001  
Council District # 18 Tom Cash, Council Member**

*An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and Las Olas, LLC for use of 357 square feet of café space located at 3021 Lealand Lane (Parcel No. 11805003000) (Proposal No. 2025M-048AG-001).*



# Contract Abstract

## Contract Information

Contract & Solicitation Title: **Provide Food Services for Sunnyside Mansion Cafe**

Contract Summary: **Provide Food Services for Sunnyside Mansion Cafe**

Contract Number: **6579095** Solicitation Number: **377372** Requisition Number: **4112522**

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): **No**

Type of Contract/PO: **Multi-Year Contract** Requires Council Legislation: **Yes**

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

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

Estimated Start Date: **2/20/2026** Estimated Expiration Date: **2/21/2029** Contract Term: **36 months**

Estimated Contract Life Value: **revenue generating** Fund: \* **10101** BU: \* **40101310**

(\*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: **Marissa Conklin** BAO Staff: **Christopher Wood**

Procuring Department: **Parks** Department(s) Served: **Parks**

## Prime Contractor Information

Prime Contracting Firm: **Chiqui Cafe LLC** ISN#: **1027269**

Address: **1000 Battlefield Drive** City: **Nashville** State: **TN** Zip: **37204**

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

Prime Company Contact: **Anurag Sethi** Email Address: **anuragsethi8@gmail.com** Phone #: **716-352-4534**

Prime Contractor Signatory: **Lindsey Ruiz** Email Address: **anuragsethi8@gmail.com**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* **N/A**

Amount: **0** Percent, if applicable: **0**

*Equal Business Opportunity (EBO) Program:* **Program Not Applicable**

MBE Amount: **0** MBE Percent, if applicable: **0**

WBE Amount: **0** WBE Percent, if applicable: **0**

*Federal Disadvantaged Business Enterprise:* **No**

Amount: **0** Percent, if applicable: **0**

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): **No**

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
OLAS Flamingo LLC	<input type="checkbox"/>	<b>93</b>	<b>2,000</b>	<b>Awarded</b>				
Making a Stand Society	<input type="checkbox"/>	<b>86</b>	<b>2032</b>	<b>Evaluated but not selected</b>				
Dizzy Donuts LLC dba DonutNV	<input type="checkbox"/>	<b>74</b>	<b>938</b>	<b>Evaluated but not selected</b>				

## 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 **Chiqui Cafe LLC (CONTRACTOR)** located at **1000 Battlefield Drive, Nashville, TN 37204**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Lease Agreement*
- *The solicitation documentation for RFQ# 377372 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the 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 Food Services for Sunnyside Mansion Cafe as fully defined in the solicitation.

#### 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.

Contract Purchase Agreement 6579095

### **3. CONTRACT TERM**

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

The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (36) months from the Effective Date. This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

### **4. COMPENSATION**

#### **4.1. Contract Value**

In consideration for CONTRACTOR's services provided hereunder as an agent of METRO, CONTRACTOR shall pay Metro \$1,000.00 monthly rent per Exhibit A - Lease Agreement.

#### **4.2. 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.

#### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/Performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

#### **4.4. Escalation/De-escalation**

This Contract is not eligible for annual escalation/de-escalation adjustments.

#### **4.5. Electronic Payment**

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

#### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid

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as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/Performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. 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 identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

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

#### **5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, 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.

### **6. NONDISCRIMINATION**

#### **6.1. METRO's Nondiscrimination Policy**

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

### **6.2. 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 race, creed, color, national origin, age, sex, disability, 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 offerors 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.

### **6.3. Equal Business Opportunity (EBO) Program Requirement**

The Equal Business Opportunity (EBO) Program is not applicable to this contract.

### **6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

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

CONTRACTOR assures METRO that all services provided 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.

## **7. INSURANCE**

### **7.1. 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(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured on the ACORD document.

### **7.2. Products Liability Insurance**

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

**7.3. General Liability Insurance**

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

**7.4. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' 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.

**7.5. 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 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 Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or 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.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) 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.

**7.6. 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:

**PROCUREMENTCOI@NASHVILLE.GOV**

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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. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an 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 this Contract, 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 require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

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 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.

## **8. GENERAL TERMS AND CONDITIONS**

### **8.1. 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.

### **8.2. 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.

### **8.3. Software 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 software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

#### **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

#### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.6. Information Security Breach Notification**

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In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

### **8.8. 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

## Contract Purchase Agreement 6579095

infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- 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 the products or discontinue the services and cancel any future charges pertaining thereto

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.

#### **8.9. Maintenance of Records**

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 this 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.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

#### **8.10. Monitoring**

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.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

### **8.11. 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 this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information , data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

### **8.12. 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.

### **8.13. 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.

### **8.14. Waiver**

Contract Purchase Agreement 6579095

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.

**8.15. 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.

**8.16. Compliance with Laws**

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

**8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.18. Boycott of Israel**

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

**8.19. 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.

**8.20. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

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auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

**8.21. 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.
- 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 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 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 CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that 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.

**8.22. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this 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.

**8.23. Assignment--Consent Required**

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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:

**PRG@NASHVILLE.GOV (Preferred Method)**

**OR**

**METRO'S PURCHASING AGENT**

**PROCUREMENT DIVISION**

**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.

**8.24. 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.

**8.25. 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.

**8.26. 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 CONTRACTOR may provide.

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**8.27. Venue**

Any action between the Parties arising from this Contract shall be filed, maintained, and resolved in the Circuit or Chancery Courts of Davidson County, Tennessee. CONTRACTOR explicitly waives its right to remove any actions filed in the courts of Davidson County, Tennessee, to Federal Court.

**8.28. 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: **6579095**

**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: **Chiqui Cafe LLC**

Attention: **Anurag Sethi**

Address: **1000 Battlefield Drive, Nashville TN 37204**

Telephone: **716-352-4534**

Fax:

E-mail: **anuragsethi8@gmail.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: **Anurag Sethi**

Attention:

Address: **1000 Battlefield Drive, Nashville TN 37204**

Email: **anuragsethi8@gmail.com**

**[SPACE INTENTIONALLY LEFT BLANK]**

**Notices & Designations****Department & Project Manager**

<b>Contract Number</b>	6579095
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	Parks
<b>Attention</b>	Monique Odom
<b>Address</b>	P.O Box 196340 Nashville Tn 37219-6340
<b>Telephone</b>	615-862-8400 ext. 72925
<b>Email</b>	monique.odom@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	Wayne Evans
<b>Title</b>	Superintendent
<b>Address</b>	2565 Park Plaza Nashville Tn 37203
<b>Telephone</b>	615-862-8400 ext.72925
<b>Email</b>	wayne.evans@nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6579095**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, 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:***Monique Horton Odum**CW*

Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:***Dennis Rowland**ZAK*

Purchasing Agent

Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:***Jenneen Reed/Mall**DH*

Director of Finance

BA

**APPROVED AS TO FORM AND LEGALITY:***Macy Amos**B*

Metropolitan Attorney

Insurance

**FILED BY THE METROPOLITAN CLERK:**

Metropolitan Clerk

Date

**CONTRACTOR:****Chiqui Cafe LLC**

Company Name

*Lindsey Ruiz*

Signature of Company's Contracting Officer

**Lindsey Ruiz**

Officer's Name

**Owner**

Officer's Title

**LEASE AGREEMENT BY AND BETWEEN**  
**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**  
**AND**  
**CHIQUI CAFE, LLC**

This Lease Agreement ("Lease") is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Metropolitan Government of Nashville and Davidson County (hereinafter referred to as "Metropolitan Government") and CHIQUI CAFE, LLC (hereinafter referred to as "Lessee").

**CONSIDERATION** For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Leased Premises.** The Leased Premises is located on a portion of the property at 3021 Lealand Lane, Nashville, TN , 37204, with 357 square feet of restaurant/café space ("Premises").
- 2. Lease and Permission to Enter.** Metropolitan Government hereby gives permission, as hereinafter provided, to Lessee and Lessee's licensees and invitees to enter and occupy the Premises for operation of the Sunnyside Cafe.
- 3. Use of Leased Premises.** Lessee shall be permitted to use the Premises for purposes of normal execution of business. This includes, but is not limited to, operating a cafe/restaurant on the property known as the Sunnyside Cafe. Any signage shall be approved by Metro Parks staff and comply with Parks Policies. Park use policies will limit the size and number of private events or small gatherings on or at the Premises, and approval will depend on general park impact and potential conflict with other planned activities or events. Lessee may not pay normal parks event fees for approved events, but will be expected to comply with all park event requirements that may include sanitation and security plans, adequate insurance coverage for events, and Parks Board approval when required.

**4. Term and Renewal.** The initial term shall begin on the date that it is signed by all parties and filed with the Metropolitan Clerk and end 36 months after it begins. This Lease may be extended for one (1) consecutive three-year term upon mutual written agreement between the parties. Each party must provide written notice of the intent to extend the Lease at least ninety (90) days before expiration of this Agreement. Any renewal by Metropolitan Government must be approved by the Director of Finance and Director of Public Property Administration. This Lease shall not take effect until approved by the Metropolitan Council.

**5. Rent.** Lessee agrees to pay to Metropolitan Government annual rent in the amount of \$28.01 per square foot, equaling \$1,000.00 per month. Fixed Monthly Rent shall be paid on or before the first day of each month.

**6. Utilities.** Lessee shall be responsible for all utilities and related service costs associated with the Premises.

**7. Taxes.** To the extent permitted by Tennessee law, Lessee is responsible for paying all taxes associated with the property.

**8. Partnership/Joint Venture.** Nothing herein shall 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 paragraph.

**9. Notices.**

Notices to the Metropolitan Government shall be sent to:

The Metropolitan Government of Nashville and Davidson County  
Director, Public Property Administration  
P.O. Box 196300  
Nashville, TN 37219

Notices to Lessee shall be sent to:

Chiqui Cafe, LLC  
Anurag Sethi  
1000 Battlefield Drive  
Nashville, TN 37204

**10. Maintenance and Repairs.** Lessee shall maintain the Premises in clean, sanitary, and operable condition and shall be responsible for all repairs unless otherwise specified.

a. Metropolitan Government shall not be responsible for any maintenance to the structure, foundations, interiors, mechanical, electrical, communications, or security systems, or any other systems and/or Lessee improvements or fixtures related to the operations necessary for the use of the premises as described herein. Upon thirty (30) days prior written notice to Lessee, Metropolitan Government may, at Metropolitan Government's sole discretion, which in no manner shall constitute Metropolitan Government as obligated, perform Lessee's maintenance, repair, and/or replacement obligations and any other items that are Lessee's obligation hereunder. Lessee shall reimburse Metropolitan Government for the cost incurred in doing any such Lessee maintenance, repair, and/or replacement obligations and any other items Metropolitan Government deems necessary to maintain structural integrity within thirty (30) days after being invoiced therefore.

b. Lessee's Obligations for Maintenance. Lessee agrees to keep the Premises in clean and sanitary condition free of trash, refuse and debris at all times during the Term and not cause damage to the Premises. Lessee shall not permit any of its employees, agents, officers, or attendees to deface, destroy or remove any property of Metropolitan Government, whether real or personal, at or on the Premises. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessee shall be responsible for all reasonable and necessary expenses to repair or replace any property of Metropolitan Government, whether under its control or otherwise, due to defacement, destruction, damage or loss occurring while in use by Lessee, normal wear and tear expected. The Lessee will be responsible for the maintenance and repair of all Lessee-installed improvements, equipment, and any systems or fixtures modified or exclusively serving the café space.

## **11. Insurance.**

a. Lessee Liability Insurance. Prior to entering upon the Premises for any purpose permitted under this Lease, and throughout the Term of this Lease, Lessee shall, at its expense, provide and keep in force commercial general liability insurance containing bodily injury and property damage coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence immediately prior to occupying the space. Such limits may be reached through a combination of commercial general liability and umbrella insurance policy limits. Such policies shall cover the entire Premises and shall include Metropolitan Government as an additional

insured. Lessee shall, deliver evidence of such policies to Metropolitan Government if so requested in the form of an ACORD 25 Certificate of Insurance (or equivalent form). All such insurance policies shall be with responsible insurance companies with an A.M. Best rating of not less than A- and authorized to do business in the State of Tennessee.

b. Property Insurance. Throughout the Term of this Ground Lease, Lessee shall, at its expense, maintain and keep in force standard fire, extended coverage, vandalism and malicious mischief insurance on the building and related improvements located on the Premises. In no event shall the insurance coverage be less than the full insurable value of the structure, on a current basis. The term "full insurable value" shall mean the actual current replacement cost, excluding land, excavation, foundation, paving and underground facilities. Lessee shall deliver evidence of such policies to Metropolitan Government if so requested in the form of an ACORD 28 Evidence of Property Insurance (or equivalent form). All such insurance policies shall be with responsible insurance companies with an A.M. Best rating of not less than A- and authorized to do business in the State of Tennessee. Lessee shall be the loss payee under such property insurance policy or policies. In the event any insurance coverage required to be maintained by Lessee hereunder lapses and such failure is not cured within ten (10) days after written notice from Metropolitan Government, then, in addition to any other remedies of Metropolitan Government hereunder, Metropolitan Government shall have the right (but not the obligation) to obtain such lapsed coverage on behalf of Lessee, and Lessee shall promptly reimburse Metropolitan Government for the reasonable cost of such replacement policy or policies.

**12. Indemnity.** To the greatest extent allowed by law, Lessee shall indemnify, defend, and hold harmless Metropolitan Government, its officers, agents, and employees (the "Indemnified Parties") against all claims, demands, lawsuits, damages, defense costs and expenses, including

without limitation court costs, litigation expenses, and attorney fees, and actions of any kind or nature whatsoever (collectively, "Claims") from the outset of all Claims, provided such Claims arise under this Lease and relate to the action or inaction of Lessee or any person or entity for which Lessee is responsible.

**13. Waiver of Liability for Personal Property.** Metropolitan Government assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Metropolitan Government harmless from any damage or loss of Lessee's personal property located on the Premises.

**14. Mechanic's Liens.** No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of Metropolitan Government. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, or alleged to have been so provided, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any such lien to be discharged of record within twenty (20) days after it receives notice thereof, Metropolitan Government may discharge the same by paying the amount claimed to be due, with the understanding that Metropolitan Government is under no obligation to do so. Should Metropolitan Government discharge any Lessee lien, Lessee agrees to immediately reimburse Metropolitan Government for such amount plus Metropolitan Government's reasonable costs and attorneys' fees.

**15. Fire and Casualty Damage.** If the Building or any portion thereof shall be damaged by fire, flood, or other casualty such that in the reasonable judgment of either party the Premises are no longer suitable for use as contemplated by this Lease, then such party may terminate this Lease upon the occurrence of such casualty. In that event, Lessee shall be entitled to retain the

proceeds of any policy of insurance paid for by Lessee and covering such casualty (if any), and Metropolitan Government shall be entitled to retain the proceeds of any policy of insurance paid for by Metropolitan Government and covering such casualty (if any). Metropolitan Government shall have no obligation to rebuild any portion of the Building or the Premises after such casualty.

**16. Default and Termination for Cause.** In the event Lessee shall at any time be in default of Lessee's obligations under this Lease, and such default shall continue for a period of 30 days after written notice to Lessee (or if such default is not reasonably capable of being cured within 30 days or after receipt of notice Tenant does not diligently prosecute said cure to completion), then Metropolitan Government shall have the right to:

- a. Terminate this Lease upon written notice to Lessee;
- b. Bring suit for the collection of all amounts for which Lessee may be in default or to compel performance of any responsibility of Lessee hereunder, all without entering into possession or termination of this Lease; or
- c. Cure such default at Lessee's cost, for which Lessee shall reimburse Metropolitan Government promptly upon demand.

**17. Termination for Convenience.** Metropolitan Government may terminate this Lease at any time by giving thirty (30) days written notice.

**18. Assignment and Subletting.** Lessee may not assign or sublease the Premises without prior written consent of the Metropolitan Government.

**19. Compliance with Laws.** Lessee shall comply with all applicable federal, state, and local laws and regulations. Any action between the Parties arising from this Lease Agreement shall be filed, maintained, and resolved in the Circuit or Chancery Courts of Davidson County,

Tennessee. Lessee explicitly waives its right to remove any actions filed in the courts of Davidson County, Tennessee, to federal court.

**20. Non-Discrimination.** Notwithstanding any other provision of this Lease, Lessee warrants that no person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the performance of this Lease or in the employment practices of Lessee on the grounds of handicap or disability, age, race, color, religion, sex, sexual orientation, national origin, or any other classification protected by the laws of the United States or the state of Tennessee. Lessee shall post notices of nondiscrimination as required by law.

**21. Right of Entry.** Metropolitan Government and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of examining or inspecting the Premises or showing the Premises to prospective tenants. Metropolitan Government and its authorized representatives, shall have the right to enter the Premises upon prior notice to Lessee at reasonable times for the purpose of (a) exercising any right, power or remedy reserved to Metropolitan Government in this Lease or (b) after not less than thirty (30) days prior written notice to Lessee to perform or to have performed any obligation of Lessee with respect to which Lessee is in default under this Lease. Metropolitan Government may, in the event of an emergency, enter the Premises without providing prior notice to Lessee.

**22. Records and Audit.** Lessee shall maintain documentation for all charges under this Lease against the Metropolitan Government. The books, records, and documents of Lessee insofar as they relate to work performed or money received under the Lease, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any responsible time and upon reasonable notice by the Metropolitan Government or its duly appointed

representative. The records shall be maintained in accordance with generally accepted accounting principles.

**23.     Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. 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 Metropolitan Government contracts.

**24.     Contingent Fees.** Lessee hereby represents that Lessee has not been retained or retained any persons to solicit or secure a Metropolitan Government 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 Metropolitan Government contracts.

**25. 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.

**26. Quiet Enjoyment.** Metropolitan Government covenants that Metropolitan Government has good title to Premises and is under no disability that would impair Metropolitan Government's right to enter into this Lease. Lessee, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Premises during the term hereof without hindrance by or disturbance from Metropolitan Government.

**27. Surrender.** Upon the expiration or termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Metropolitan Government in the same condition as on the Commencement Date, reasonable wear and tear expected. Upon the expiration or termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that have been made by Lessee to Premises and cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.

**28. Severability.** Should any provision of this Lease Agreement 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 Lease Agreement.

**29. Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Lessee certifies that to the best of its knowledge and belief, neither Lessee nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

**30. Boycott of Israel.** The Lessee certifies that it is not currently engaged in, and will not for the duration of the lease agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

**31. Entire Agreement.** This Lease constitutes the entire agreement of the parties with respect to the Premises.

**32. Governing Law and Venue.** This Lease shall be governed by the laws of Tennessee. Venue shall lie exclusively in Davidson County, Tennessee.

**33. Execution and Effective Date.** This Lease is not binding until signed by all parties and filed with the Metropolitan Clerk.

RECOMMENDED BY:

*Abraham Wescott*

---

Abraham Wescott, Director  
Public Property Administration

*Monique Horton Odom*

---

Monique H. Odom, Director  
Department of Parks and Recreation

Chiqui Cafe, LLC

*Leah J. Wescott*

---

Executive Director

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Jenneen Reed/Mill*

---

Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Macy Amos*

---

Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

---

Metropolitan Clerk

---

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2025

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).

PRODUCER	CONTACT	
	NAME: PHONE (A/C, No. Ext): (855) 222-5919	FAX (A/C, No):
INSURED	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State National Insurance Company, Inc. 12831	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 396233477

## 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	
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NXTR9HTPRL-01-GL	10/23/2025	10/23/2026	EACH OCCURRENCE	\$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000.00
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE	OTHE- R
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Project ID# for Anurag Sethi RFQ377372 subject to the policy terms and conditions. The Certificate Holder is Metropolitan Government of Nashville and Davidson County Metro Courthouse. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Metropolitan Government of Nashville and Davidson County Metro Courthouse 1 Public Sq Nashville, TN 37201	LIVE CERTIFICATE  <a href="#">Click or scan to view</a>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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### Notice of Intent to Award

Solicitation Number	377372	Award Date	9/12/2024   3:08 PM CDT
Solicitation Title	Provide Food Services for Sunnyside Mansion Cafe		
Buyer Name	Marissa Conklin	Buyer Email	Marissa.Conklin@nashville.gov
BAO Rep	Christopher Wood	BAO Email	Christopher.wood@nashville.gov

### Awarded Supplier(s)

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	OLAS Flamingo LLC	Company Contact	Anurag Sethi		
Street Address	1910 12th Ave South				
City	Nashville	State	TN	Zipcode	37203

Company Name		Company Contact		
Street Address				
City		State	Zipcode	

Company Name		Company Contact		
Street Address				
City		State	Zipcode	

### Certificate of Insurance

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

### Equal Business Opportunity Program

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

Yes, the EBO Program is applicable.  No, the EBO Program is not applicable.

### Monthly Reporting

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

Yes, monthly reporting is applicable.  No, monthly reporting is not applicable.

### Public Information and Records Retention

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

### Right to Protest

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

See Assistant Purchasing Agent (Initial)

Dennis Rowland

Dennis Rowland  
Purchasing Agent & Chief Procurement Officer

RFQ 377372 Provide Food Services for Sunnyside Mansion Café			
Evaluation Committee Scoring Sheet			
Offeror	Dizzy Donuts LLC DBA DonutNV	Making a Stand Society	OLAS Flamingo LLC
Contract Acceptance (Yes/No)	Yes	Yes	Yes
Experience (10)	8	10	7
Proposal (65)	45.00	54.00	63.00
Financials (25)	21.00	22.00	23.00
<b>Total Evaluation Scores</b>	<b>74.00</b>	<b>86.00</b>	<b>93.00</b>

Evaluation Comments			
Dizzy Donuts LLC dba DonutNV			
Strengths			
In Experience section, great food service experience. In Proposal section, defined in details the concept of their business. Good marketing plan. In Financials section, talked about using Quickbooks and Square when reporting on business and gave a 15% of income to Metro.			
Weaknesses			
In Experience section, runs with a food truck maybe a challenge to become a brick and mortar. In Proposal section, not detailed in inclusion/hiring plans. Limited menu, the least days/hours of a schedule of operating. If another event was scheduled that would have priority over the cafe. In Financials section, the percentage given jumped high from 1 year to the second, details were not given on how that was projected.			
Making a Stand Society			
Strengths			
In Experience section, have a large number of locations for business and business model was great and detailed. In Proposal section, a large menu, schedule was Tuesday - Saturday. In Financials section, projections for 5 years given instead of 3 and monthly commission was great.			
Weaknesses			
In proposal section, details were limited in marketing for business, with the playground and families being the demographic for that park, concession food may not be the target for that group on a weekly basis. In Financials section, reporting for the business lacked details.			
OLAS Flamingo LLC			
Strengths			
In Experience section, very well researched, great presentation of business plan and experience with other businesses. In Proposal section, great marketing plan, thoughtout process, menu is great, long hours of operations, approach was detailed and researched the area to see what the demographic would be and like. In Financials section, reporting was good, the monthly rent was great.			
Weaknesses			
In Experience section, has not done a business with the model the department is looking. In Proposal section, described a rent free time period. In Financials section, did not state how they came up with the numbers/projections.			

## Certificate Of Completion

Envelope Id: 26627E56-39AD-4749-8233-A9DC130141D4  
 Subject: URGENT!!! Metro Contract 6579095 with Chiqui Cafe LLC (Parks)  
 Source Envelope:  
 Document Pages: 40  
 Certificate Pages: 17  
 AutoNav: Enabled  
 EnvelopeD Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Procurement Resource Group  
 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 prg@nashville.gov	Location: DocuSign
12/18/2025 2:12:03 PM		
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events	Signature	Timestamp
Zak Kelley Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None)	ZAK	Sent: 12/18/2025 2:47:37 PM Viewed: 12/18/2025 3:17:36 PM Signed: 12/18/2025 3:17:44 PM
	Signature Adoption: Drawn on Device Using IP Address: 170.190.198.190	
Chinita White Chinita.White@nashville.gov Security Level: Email, Account Authentication (None)	CHW	Sent: 12/18/2025 3:17:48 PM Viewed: 12/18/2025 3:39:59 PM Signed: 12/18/2025 3:40:32 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.68	

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Daniel Harden daniel.harden@nashville.gov Security Level: Email, Account Authentication (None)	Daniel Harden	Sent: 12/18/2025 3:40:36 PM Viewed: 12/18/2025 11:23:57 PM Signed: 12/18/2025 11:24:34 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

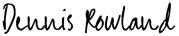
## Electronic Record and Signature Disclosure:

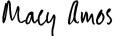
Not Offered via Docusign

Lindsey Ruiz AnuragSethi8@gmail.com Owner Chiqui Cafe LLC Security Level: Email, Account Authentication (None)	Lindsey Ruiz	Sent: 12/18/2025 11:24:38 PM Viewed: 12/19/2025 1:51:18 AM Signed: 12/22/2025 12:34:05 PM
	Signature Adoption: Drawn on Device Using IP Address: 136.58.29.53	

## Electronic Record and Signature Disclosure:

Accepted: 12/19/2025 1:51:18 AM  
ID: 18246f0b-ed3a-415d-a5c0-2baa676ed6c8

Signer Events	Signature	Timestamp
<p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent &amp; Chief Procurement Officer Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/22/2025 12:34:09 PM Viewed: 12/22/2025 12:59:09 PM Signed: 12/22/2025 12:59:21 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
<p>Monique Horton Odom monique.odom@nashville.gov Monique Horton Odom Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/22/2025 12:59:25 PM Viewed: 12/22/2025 2:09:45 PM Signed: 12/22/2025 2:10:25 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/22/2025 2:09:45 PM ID: f62407dd-0082-486d-8f78-0bcd3e451192		
<p>Jenneen Reed/MAL michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/22/2025 2:10:28 PM Viewed: 12/22/2025 4:34:22 PM Signed: 12/22/2025 4:36:06 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
<p>Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/22/2025 4:36:10 PM Viewed: 12/22/2025 4:36:50 PM Signed: 12/22/2025 4:38:51 PM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/22/2025 4:36:50 PM ID: 3d731bc8-e8a6-47ee-8765-7f206b10b74b		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<b>Completed</b>	<p>Sent: 12/22/2025 4:38:55 PM Viewed: 12/23/2025 7:19:21 AM Signed: 12/23/2025 7:27:43 AM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/23/2025 7:19:21 AM ID: ef2d606c-661d-490b-bb03-028da8920967		
<p>Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p>		<p>Sent: 12/23/2025 7:27:49 AM Viewed: 12/23/2025 10:20:30 AM Signed: 12/23/2025 10:20:38 AM</p>
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/23/2025 10:20:30 AM ID: edf95fe2-92ed-4a07-bb33-bb0cdddb8f88e		

Signer Events	Signature	Timestamp
Abraham Wescott abraham.wescott@nashville.gov Public Property Director Security Level: Email, Account Authentication (None)		Sent: 12/31/2025 10:41:36 AM Viewed: 12/31/2025 10:44:37 AM Signed: 12/31/2025 11:00:30 AM
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 12/31/2025 10:44:37 AM ID: c3ddba8a-1c10-4f9a-b3c3-1498c8680e94		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 12/23/2025 10:20:45 AM Resent: 12/31/2025 11:00:36 AM Viewed: 12/31/2025 10:11:31 AM Signed: 12/31/2025 11:12:29 AM
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 12/31/2025 11:10:16 AM ID: 8aef4e69-17f4-446c-8c53-f8c3b1d87296		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 12/31/2025 11:12:34 AM
<b>Electronic Record and Signature Disclosure:</b>		
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
Marissa Conklin Marissa.Conklin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 12/18/2025 2:47:36 PM Viewed: 12/18/2025 2:48:03 PM
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		
Wayne Evans wayne.evans@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Anurag Sethi anuragsethi8@gmail.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/19/2025 1:51:18 AM ID: 18246f0b-ed3a-415d-a5c0-2baa676ed6c8		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/29/2025 12:30:52 PM ID: d31b45e1-44e1-490b-b9e6-cac8793c81f0		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2025 2:47:36 PM
Envelope Updated	Security Checked	12/31/2025 10:41:35 AM
Envelope Updated	Security Checked	12/31/2025 10:41:35 AM
Envelope Updated	Security Checked	12/31/2025 10:41:35 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

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  - (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 excepted 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 data is 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 services, 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. § 7001 et seq. (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 SUBSCRIBERâ€™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 â€œConfidential Informationâ€? 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 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:

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