

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/19/26

Resolution Ordinance

Contact/Prepared By: Alan Enzo

Date Prepared: 04/01/26

Title (Caption): Sevier Park Equipment 2026 Grant. This in-kind grant from Friends of Sevier Park provides for purchase of needed supplies for Sevier Park Community Center and installation of a wheel kit for the new soccer goals at Sevier Park. The value of the in-kind grant is \$5,600.00. No match or other obligations to Metro Parks or Metro Government. No money will be coming to Parks.

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

Proposing Department: Parks & Recreation Requested By: Monique Odom

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

Legislative Category (check one):

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

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

ADMINISTRATION	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
Approved by Administration:	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

GRANT SUMMARY SHEET

Grant Name: Sevier Park Equipment 2026

Department: PARKS & RECREATION

Grantor: Friends of Sevier Park

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

Total Award this Action: \$0.00

Cash Match Amount \$0.00

Department Contact: Alan Enzo
862-8400

Status: NEW

Program Description:

Sevier Park Equipment 2026 Grant. This in-kind grant from Friends of Sevier Park provides for purchase of needed supplies for Sevier Park Community Center and installation of a wheel kit for the new soccer goals at Sevier Park. The value of the in-kind grant is \$5,600.00. No match or other obligations to Metro Parks or Metro Government. No money will be coming to Parks.

Plan for continuation of services upon grant expiration:

N/A

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department		Dept. No.	Contact			Phone	Fax
PARKS & RECREATION		040	Alan Enzo			862-8400	862-8414
Grant Name:		Sevier Park Equipment 2026					
Grantor:		Friends of Sevier Park			Other:		
Grant Period From:		05/19/26		(applications only) Anticipated Application Date:			
Grant Period To:				(applications only) Application Deadline:			
Funding Type:		OTHER		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		OTHER		Total Award:		\$0.00	
Status:		NEW		Metro Cash Match:		\$0.00	
Metro Category:		New Initiative		Metro In-Kind Match:		\$0.00	
CFDA #				Is Council approval required?		<input type="checkbox"/>	
Project Description:				Applic. Submitted Electronically? <input type="checkbox"/>			
Sevier Park Equipment 2026 Grant. This in-kind grant from Friends of Sevier Park provides for purchase of needed supplies for Sevier Park Community Center and installation of a wheel kit for the new soccer goals at Sevier Park. The value of the in-kind grant is \$5,600.00. No match or other obligations to Metro Parks or Metro Government. No money will be coming to Parks.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A							
How is Match Determined?							
Fixed Amount of \$		\$0.00		or		0.0% % of Grant	
Explanation for "Other" means of determining match:		<input type="checkbox"/> Other:					
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		N/A		Fund		Business Unit	
Is not budgeted?		\$0.00		Proposed Source of Match:		N/A	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				N/A			
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:			
Departmental Indirect Cost Rate		15.07%		Indirect Cost of Grant to Metro:		\$0.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Date Awarded:				03/23/26	Tot. Awarded:		\$0.00	Contract#:		Letter
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: GrantsCoordination@nashville.gov

Resolution No. _____

A resolution accepting an in-kind grant from the Friends of Sevier Park to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to purchase supplies and equipment for the Sevier Park Community Center and the installation of a wheel kit for the newly installed soccer goals.

WHEREAS, the Friends of Sevier Park have awarded an in-kind grant, with an estimated value not to exceed \$5,600 with no cash match required, to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to purchase supplies and equipment for the Sevier Park Community Center (\$5,000), and the purchase and installation of a wheel kit (\$600) for the newly installed soccer goals; and,

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

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

Section 1. That the in-kind grant by and between the Friends of Sevier Park, with an estimated value not to exceed \$5,600, to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to purchase supplies and equipment for the Sevier Park Community Center and the purchase and installation of a wheel kit for the newly installed soccer goals, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this in-kind grant be appropriated to the Metro Nashville Parks Department based on the revenues estimated to be received and any match to be applied.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

Jenneen Reed/mjr
Jenneen Reed, Interim Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

Abby Greer
Assistant Metropolitan Attorney



Metropolitan Board of Parks & Recreation
2565 Park Plaza
Nashville, TN 37203
March 23, 2026

Dear Metro Board of Parks and Recreation Members,

Friends of Sevier Park requests board approval of an in-kind grant of:

- \$5,000 to purchase needed supplies and equipment identified by Sevier Park Community Center staff, for the center.
- \$600 to purchase a wheel kit for the newly installed soccer goals.

No money will be donated to Metro Parks. The items above will be paid for directly by Friends of Sevier Parks with no financial match needed from Metro Parks.

We are in communication with Metro Parks staff about the project and will continue to work with them on the details of these purchases. Friends will not proceed with the project until final written approval is provided by the appropriate Parks staff.

Thank you for your consideration and support of Sevier Park and our organization.

Best Regards,

Melanie Moran

Melanie Moran
President, Friends of Sevier Park

FREDDIE O'CONNELL, MAYOR



METROPOLITAN BOARD OF PARKS AND RECREATION

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

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

Monique Horton Odom, Director

April 7, 2026

Ms. Melanie Moran
President, Friends of Sevier Park
3021 Lealand Ln.
Nashville, TN 37204

Dear Ms. Moran:

The Metropolitan Board of Parks and Recreation, at its meeting held on Tuesday, April 7, 2026, accepted an in-kind grant of \$5,600 for improvements at Sevier Park including \$5,000 for the purchase of supplies and equipment for the community center, and \$600 for the purchase of a wheel kit for newly installed soccer goals. No funds will be transferred to Metro Parks, and all items will be purchased directly by Friends of Sevier Park, with no financial match required from Metro Parks.

If further information is needed, or if you have any questions or concerns, please contact Mr. Stevon Neloms of my staff; he may be reached at 615-862-8400.

On behalf of Metro Parks, we appreciate your generosity and partnership in enhancing the park system.

Sincerely,

Monique Horton Odom, Director
and Secretary to the Board

c: Mr. Stevon Neloms
Mr. Alan Enzo
Ms. Chinita White
Mr. Phil Lockett

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



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400

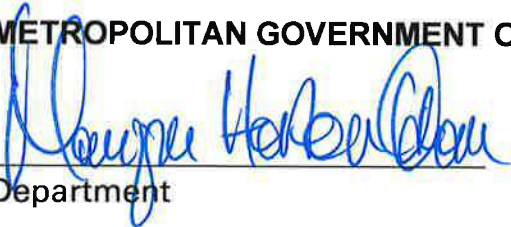
WE ARE AN EQUAL OPPORTUNITY EMPLOYER

**SIGNATURE PAGE
FOR**

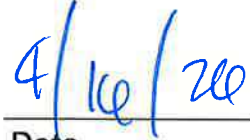
GRANT NO. Sevier Park Equipment 2026

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY




Department



Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Director of Finance

5/7/2026 | 11:32 AM CDT

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Insurance

5/7/2026 | 2:37 PM CDT

Date

**APPROVED AS TO FORM AND
LEGALITY:**



Metropolitan Attorney

5/7/2026 | 1:21 PM CDT

Date

FILED:

Metropolitan Clerk

Date

Certificate Of Completion

Envelope Id: AF403001-ACB9-874C-8115-29E0DB93E50F
Subject: Complete with Docusign: Parks Sevier Park Equipment 2026 Award Ready.pdf
Source Envelope:
Document Pages: 7
Certificate Pages: 15
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Juanita Paulson
730 2nd Ave. South 1st Floor
Nashville, TN 37219
Juanita.Paulsen@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
5/5/2026 8:03:14 AM
Security Appliance Status: Connected

Holder: Juanita Paulson
Juanita.Paulsen@nashville.gov
Pool: StateLocal

Location: DocuSign

Signer Events

Daniel Harden
Daniel.Harden@nashville.gov
Security Level: Email, Account Authentication
(None)

Signature

DH

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

Timestamp
Sent: 5/5/2026 8:07:45 AM
Viewed: 5/7/2026 7:37:53 AM
Signed: 5/7/2026 7:37:58 AM

Electronic Record and Signature Disclosure: Not Offered via Docusign

Aaron Pratt
Aaron.Pratt@nashville.gov
Security Level: Email, Account Authentication
(None)

Aaron Pratt

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 5/7/2026 7:37:59 AM
Viewed: 5/7/2026 8:05:08 AM
Signed: 5/7/2026 8:05:22 AM

Electronic Record and Signature Disclosure: Accepted: 5/7/2026 8:05:08 AM ID: 551b1693-5bd9-40fa-9668-6f84ac1d3b62

Jenneen Reed/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Signature Adoption: Pre-selected Style
Using IP Address: 160.129.251.202
Signed using mobile

Sent: 5/7/2026 8:05:23 AM
Viewed: 5/7/2026 11:30:31 AM
Signed: 5/7/2026 11:32:03 AM

Electronic Record and Signature Disclosure: Accepted: 5/7/2026 11:30:31 AM ID: 54d21142-9b14-439c-ab6a-69b8788a5c30

Abby Greer
Abby.Greer@nashville.gov
Security Level: Email, Account Authentication
(None)

Abby Greer

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

Sent: 5/7/2026 11:32:06 AM
Viewed: 5/7/2026 1:20:31 PM
Signed: 5/7/2026 1:21:12 PM

Electronic Record and Signature Disclosure: Accepted: 5/7/2026 1:20:31 PM ID: 2ca57c88-55d0-4b63-826f-975d93e00d1a

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	<i>Balogun Cobb</i> Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:4814::b Signed using mobile	Sent: 5/7/2026 1:21:15 PM Viewed: 5/7/2026 2:36:57 PM Signed: 5/7/2026 2:37:06 PM

Electronic Record and Signature Disclosure:
Accepted: 5/7/2026 2:36:57 PM
ID: 552905cc-37e5-43b4-b614-3293a41291b0

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karina Valdez
karina.valdez@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 11/16/2025 6:49:23 PM
ID: c652476a-ea38-42b5-b2ed-c7df7cedf24f

COPIED

Sent: 5/7/2026 2:37:07 PM

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 5/6/2026 10:56:44 AM
ID: bbfaecef-a2ee-4de6-baba-51f2b5623496

COPIED

Sent: 5/7/2026 2:37:08 PM
Viewed: 5/7/2026 4:00:46 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/5/2026 8:07:45 AM
Certified Delivered	Security Checked	5/7/2026 2:36:57 PM
Signing Complete	Security Checked	5/7/2026 2:37:06 PM
Completed	Security Checked	5/7/2026 2:37:08 PM

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

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

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

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

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

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

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

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

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

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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.

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