Docusign Envelope ID: 834CAA77-C8FE-454D-A95F-AF693B636D83

D-26-13847

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 03/03/26 ☑ **Resolution** ☐ **Ordinance**

Contact/Prepared By: _____ **Date Prepared:** _____

Title (Caption): A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County and Botero and Finley Investments for the provision of golf cart and utility cart rental services.

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: _____

Approved by OMB: ken Hartlage

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Date to Finance Director's Office: 2/17/2026 | 8:03 PM CST

APPROVED BY FINANCE DIRECTOR'S OFFICE: Jennifer Redmyer

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

Department of Law – White Copy *Administration – Yellow Copy* *Finance Department - Pink Copy*

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RESOLUTION NO. _____

A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County and Botero and Finley Investments for the provision of golf cart and utility cart rental services.

WHEREAS, Section 5.04.020 of the Metropolitan Code provides that all leases of equipment shall be approved by resolution of the Metropolitan Council if the annual expenditure for the lease exceeds five thousand dollars ($5,000); and,

WHEREAS, the annual expenditure to use this equipment pursuant to the attached contract with Botero and Finley Investments will exceed five thousand dollars ($5,000); and,

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this contract be approved.

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

Section 1. That the Contract between the Metropolitan Government of Nashville and Davidson County and Botero and Finley Investments for the provision of golf cart and utility cart rental services, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland

Dennis Rowland
Purchasing Agent

INTRODUCED BY:

_____

_____

_____
Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

Assistant Metropolitan Attorney

Contract Abstract

Contract Information

Contract & Solicitation Title: Golf and Utility Cart Rental Services

Contract Summary: Contractor shall provide Golf and Utility Cart Rental Services

Contract Number: 6609301 Solicitation Number: 401396 Requisition Number: 4140410

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): N/A

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

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

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

Estimated Start Date: 02/15/2026 Estimated Expiration Date: 02/14/2031 Contract Term: 60 Months

Estimated Contract Life Value: $750,000.00 Fund:* Varies Cost Center:* Varies

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

Payment Terms: Net 30 Selection Method: ITB

Procurement Staff: Grace Wichert BAO Staff: Jeremy Frye

Procuring Department: **Finance** Department(s) Served: **Metro-Wide**

Prime Contractor Information

Prime Contracting Firm: Botero and Finley Investments ISN#: 1022453

Address: 894 W Albert Gallatin Ave. Suite 2 City: Gallatin State: TN Zip: 37066

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

Prime Company Contact: Shawn Leopard Email Address: shawn@boterocarts.com Phone #: (615) 557-4587

Prime Contractor Signatory: Karl Finley **Email Address:** **Karl@boterocarts.com**

Business Participation for Entire Contract

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

Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score (RFP Only)	Evaluated Cost	Result
	(check as applicable)							
Botero And Finley Investments	☐	☐	☐	☐	☐		$356,110.28	Awarded

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Botero and Finley Investments** ("CONTRACTOR") located at **894 W Albert Gallatin Ave, Suite 2, Gallatin, TN 37066**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
  - ***Exhibit A- Pricing***
  - ***Exhibit B- Scope of Services***
- ***The solicitation documentation for RFQ 401396 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 Golf and Utility Cart Rental Services as fully defined in the solicitation and as outlined in Exhibit B – Scope of Services.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO. METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order. Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The 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 (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60)months from the Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $750,000. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

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.

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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 eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or 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.

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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

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

This contract is not eligible for the Equal Business Opportunity (EBO) Program.

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.

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7.2. General Liability Insurance - In the amount of one million ($1,000,000.00) dollars per occurrence and in the amount of two million ($2,000,000) in the aggregate.

7.3. Automobile Liability Insurance - In the amount of one million ($1,000,000.00) dollars combined single limit.

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

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 subcontractors 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.

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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.

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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

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

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authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

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

- Procure 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.

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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 conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. 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 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

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.

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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
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, 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.

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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

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 PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
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.

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.

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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.

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Contract Number: 6609301

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: Botero and Finley Investments (DBA Botero Carts)

Attention: Karl Finley

Address: 894 W Albert Gallatin Ave, Gallatin,TN 37066

Telephone: 6155574587

Fax:

E-mail: karl@boterocarts.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: Karl Finley

Attention: Karl Finley

Address: 300 Shiloh Rd, Gallatin, TN 37066

Email: Karl@boterocarts.com

[SPACE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 834CAA77-C8FE-454D-A95F-AF693B636D83

Notices & Designations
Department & Project Manager

Contract Number	6609301

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Finance
Attention	Procurement Resource Group
Address	730 President Ronald Reagan Way Nashville, TN 37210
Telephone	615/862-6669
Email	prg@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:

Project Manager	Procurement Resource Group
Title	
Address	730 President Ronald Reagan Way Nashville, TN 37210
Telephone	615/862-6669
Email	prg@nashville.gov

Docusign Envelope ID: 834CAA77-C8FE-454D-A95F-AF693B636D83

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.

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 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 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 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

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Contract Number 6609301

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:

Dennis Rowland — JLR

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

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Dennis Rowland — BAK

Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/MAL — kH

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:

Botero Carts

Company Name

Karl Finley

Signature of Company's Contracting Officer

Karl Finley

Officer's Name

Owner

Officer's Title

Docusign Envelope ID: 834CAA77-C8FE-454D-A95F-AF693B636D83

Exhibit A- Pricing

METRO-WIDE CART RENTALS			
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASURE**	**UNIT PRICE ($)**
1	2- Seat Golf Cart (Gasoline)	Daily	$170
2	4- Seat Golf Cart (Gasoline)	Daily	$185
3	6- Seat Golf Cart (Gasoline)	Daily	$210
4	Medium Utility Cart (Gasoline)	Daily	$185
5	4- Seat Golf Cart (Electric)	Daily	$250
6	2- Seat Golf Cart (Electric)	Daily	$200
7	6- Seat Golf Cart (Electric)	Daily	$350
8	Medium Utility Cart (Electric)	Daily	$250
9	2- Seat Golf Cart (Gasoline)	Weekly (7 day)	$850
10	4- Seat Golf Cart (Gasoline)	Weekly (7 day)	$925
11	6- Seat Golf Cart (Gasoline)	Weekly (7 day)	$1,050
12	Medium Utility Cart (Gasoline)	Weekly (7 day)	$925
13	4- Seat Golf Cart (Electric)	Weekly (7 day)	$1,250
14	2- Seat Golf Cart (Electric)	Weekly (7 day)	$1,000
15	6- Seat Golf Cart (Electric)	Weekly (7 day)	$1,750
16	Medium Utility Cart (Electric)	Weekly (7 day)	$1,250
17	2- Seat Golf Cart (Gasoline)	Monthly	$3,400
18	4- Seat Golf Cart (Gasoline)	Monthly	$3,700
19	6- Seat Golf Cart (Gasoline)	Monthly	$4,200
20	Medium Utility Cart (Gasoline)	Monthly	$3,700
21	4- Seat Golf Cart (Electric)	Monthly	$5,000
22	2- Seat Golf Cart (Electric)	Monthly	$4,000
23	6- Seat Golf Cart (Electric)	Monthly	$7,000
24	Medium Utility Cart (Electric)	Monthly	$5,000
MAINTENANCE OF METRO OWNED CARTS			
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASURE**	**UNIT PRICE ($)**
25	Labor Rate for Normal Business hours (Mon-Friday 7:00 am to 5:00 pm CT)	Per Hour	$300
26	Labor Rate for Outside Normal Business hours (Emergency) (Daily from 5:00 PM to 7:00 AM CT, weekends, and METRO observed holidays)	Per Hour	$300
27	Flat Fee for Pick-up and Delivery of Operable Carts	Per Delivery	$200
28	Flat Fee for Pick-up and delivery of Non-operable Carts	Per Delivery	$200

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NASHVILLE FAIRGROUNDS CART RENTALS			
ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASURE**	**UNIT PRICE ($)**
1	2- Seat Golf Cart (Gasoline)	Daily	$148
2	4- Seat Golf Cart (Gasoline)	Daily	$161
3	6- Seat Golf Cart (Gasoline)	Daily	$183
4	Medium Utility Cart (Gasoline)	Daily	$161
5	4- Seat Golf Cart (Electric)	Daily	$218
6	2- Seat Golf Cart (Electric)	Daily	$175
7	6- Seat Golf Cart (Electric)	Daily	$306
8	Medium Utility Cart (Electric)	Daily	$218
9	2- Seat Golf Cart (Gasoline)	Weekly (7 day)	$742.05
10	4- Seat Golf Cart (Gasoline)	Weekly (7 day)	$807.04
11	6- Seat Golf Cart (Gasoline)	Weekly (7 day)	$916.65
12	Medium Utility Cart (Gasoline)	Weekly (7 day)	$807.04
13	4- Seat Golf Cart (Electric)	Weekly (7 day)	$1,091.25
14	2- Seat Golf Cart (Electric)	Weekly (7 day)	$873
15	6- Seat Golf Cart (Electric)	Weekly (7 day)	$1,527.75
16	Medium Utility Cart (Electric)	Weekly (7 day)	$1,091.25
17	2- Seat Golf Cart (Gasoline)	Monthly	$2,968.20
18	4- Seat Golf Cart (Gasoline)	Monthly	$3,230.10
19	6- Seat Golf Cart (Gasoline)	Monthly	$3,666.60
20	Medium Utility Cart (Gasoline)	Monthly	$3,230.10
21	4- Seat Golf Cart (Electric)	Monthly	$4,365
22	2- Seat Golf Cart (Electric)	Monthly	$3,492
23	6- Seat Golf Cart (Electric)	Monthly	$6,111
24	Medium Utility Cart (Electric)	Monthly	$4,365
25	Nashville Fair Cart Rental	For Fair Use Only	$40,827.30
Maximum Percentage of Escalation/ De-escalation is 3% and is based on the CPI (Consumer Pricing Index)			

Contractor will not perform any work until Metro issues a notice to proceed in the form of an approved Purchase Order (PO).

Metro does not guarantee a minimum or a maximum amount of items to be purchased under this contract.

Rates are applicable upon the Contractor's personnel/equipment arrival at the work site.

Rates in this exhibit are inclusive of overhead, profit, travel and all administrative costs (excluding any necessary permits). Trip charges are not permitted under this contract.

Metro will allow up to a maximum of 10% percent mark-up on parts, materials and supplies necessary to complete maintenance services on Metro-owned carts. Copies of supporting documentation must be submitted at the time of invoicing.

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Exhibit B- Scope of Services

Contractor shall provide commercial-grade golf carts and utility vehicles for use by Metro departments, on an as-needed basis.

All rental equipment may be operated in outdoor environments, including rough terrain and adverse weather conditions. Equipment shall be suitable for such use and perform reliably throughout the rental period.

Rental Cart Requirements

Contractor shall provide carts that meet or exceed the following minimum specifications:

Passenger Golf Carts (2, 4 and 6 Passenger)

- Gasoline or Electric powered
- Model year 2018 or newer
- Four-wheeled
- Minimum governed speed: 15 MPH
- Hill climbing capability: 50% grade
- Heavy-duty tires with adequate tread
- Automatic steering and fully automatic transmission (forward/reverse)
- Sun top and fold-down Plexiglas windshield
- Functional lights for nighttime use
- Seating free of rips or tears.

Medium Duty Utility Cart

- Gasoline or Electric power
- Model year 2018 or newer
- Four-wheeled
- Minimum governed speed: 15 MPH
- Hill climbing capability: 50% grade
- Heavy-duty tires with adequate tread
- Automatic steering and fully automatic transmission (forward/reverse)
- Sun top and fold-down Plexiglas windshield
- Functional lights for nighttime use
- Seating free of rips or tears.
- Bed capacity: Minimum 5.5 cubic feet

Delivery, Pickup and Operations

Contractor will be responsible for the delivery, setup, and pickup of all rental carts and utility vehicles. Equipment shall be delivered clean, fully operational and ready for immediate use.

Contractor shall coordinate delivery and pickup with Metro staff and provide a delivery manifest identifying cart type, unit identification number, and key assignments.

Any deficiencies identified at the time of delivery must be resolved within 24 hours.

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Fairgrounds Annual Event Requirement
Contractor shall provide 16 gas-powered carts for simultaneous use at the Nashville Metro Fairgrounds during the annual fair in August and September, as requested by Metro.

Maintenance and Support (Rental Equipment)
Contractor shall maintain all rental carts in safe, reliable condition for the duration of the rental period and shall:

- Repair or replace malfunctioning or unsafe carts within 24 hours of Metro notification
- Provide on-call or on-site mechanical support as needed.
- Complete all repairs at no cost to Metro
- Provide Metro staff with a point of contact during rental period
- Provide up to two (2) replacement carts at no cost to Metro in the event of breakdowns
- Document damage incidents with incident report and photos when identified.

Metro will not be responsible for damage costs unless jointly documented at the conclusion of the rental period.

Maintenance of Metro-Owned Carts
When requested by Metro, Contractor shall provide on-site maintenance for Metro-owned golf carts and utility carts, including labor, tools, materials, cleanup and repair or replacement of inoperable carts within 24 hours of notification.

Safety and Compliance
Contractor shall comply with all applicable OSHA standards, manufacturer specifications, Metro safety guidelines, and all federal, state, and local laws.

All carts provided shall be mechanically sound and equipped with functioning brakes, steering, and structural components.

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BOTECAR-01 JENNM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2025

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
Carolina Underwriters
P.O. Box 190
Cornelius, NC 28031

CONTACT NAME:
PHONE (A/C, No, Ext): (704) 849-8080 FAX (A/C, No): (704) 849-8050
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Ins. Co.	10677
INSURER B : Accident Fund Ins. Company	12304
INSURER C : Auto-Owners Insurance Co.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BOTERO & FINLEY INVESTMENTS LLC dba BOTERO CARTS NASHVILLE
894 W ALBERT GALLATIN AVE
Gallatin, TN 37066

COVERAGES **CERTIFICATE NUMBER:** **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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		EBA 0721876	8/1/2025	8/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			EBA 0721876	8/1/2025	8/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE			EBA 0721876	8/1/2025	8/1/2026	AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		100116519	6/12/2025	6/12/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property			EBA 0721876	8/1/2025	8/1/2026		2,800,000
C	Garage & Dealers			5566579500	11/4/2025	11/4/2026	GARAGE DEALERS	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement

CERTIFICATE HOLDER

Purchasing Agent
Metropolitan Government of Nashville and
Davidson County, Metro Courthouse
Nashville, TN 37201

CANCELLATION

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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JLR _____Manager (Initial)

DEPARTMENT of FINANCE
DIVISION OF PURCHASES

Notice of Intent to Award

Solicitation Number	RFQ 401396	Award Date	12/16/2025 | 7:59 AM CST
Solicitation Title	Golf and Utility Cart Rental Services		
Buyer Name	Paige Barber	Buyer Email	Paige.Barber@nashville.gov
BAO Rep	n/a	BAO Email	n/a

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	Botero and Fineley Investments	Company Contact	Shawn Leopard		
Street Address	894 W Albert Gallatin Ave				
City	Gallatin	State	TN	Zipcode	37066

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.

A valid protest must demonstrate that the purchasing agent did not follow the law, the regulations, or the dictates of the solicitation. Protests based upon subjective scoring are not appropriate and may be grounds for placing the actual or prospective bidder, offeror, or contractor on the list of suspended or debarred persons.

Dennis Rowland
_____

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

_____ (Initial)
Zak Kelley

Docusign Envelope ID: 834CAA77-C8FE-454D-A95F-AF693B636D83

RFQ 401396- Golf and Utility Cart Rental Services

Offeror's Name	Total Evaluated Amount	Status of ITB Award
Botero And Finley Investments	$502,112	Awarded

Certificate Of Completion

Envelope Id: 834CAA77-C8FE-454D-A95F-AF693B636D83
Status: Sent
Subject: Metro Contract 6609301 with Botero and Finley Investments (Finance)
Source Envelope:
Document Pages: 25
Signatures: 10
Initials: 4
Certificate Pages: 17
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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
2/10/2026 2:37:19 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Procurement Resource Group
prg@nashville.gov
Pool: StateLocal
Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign
Location: Docusign

Signer Events	Signature	Timestamp
Zak Kelley Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None)	ZKL Signature Adoption: Drawn on Device Using IP Address: 2600:1700:1300:5360:a8e8:cf53:b084:3c0b Signed using mobile	Sent: 2/11/2026 9:32:01 AM Viewed: 2/12/2026 8:08:06 AM Signed: 2/12/2026 8:08:22 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	TLR Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 2/12/2026 8:08:25 AM Viewed: 2/12/2026 8:09:12 AM Signed: 2/12/2026 8:09:19 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)	Ken Hartlage Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/12/2026 8:09:22 AM Viewed: 2/13/2026 6:18:23 AM Signed: 2/13/2026 6:18:23 AM
Electronic Record and Signature Disclosure: Accepted: 2/13/2026 6:15:25 AM ID: 4ae65706-d152-45d8-b9bf-bfe0e3b92b47		
Karl Finley Karl@boterocarts.com Owner Botero Carts Security Level: Email, Account Authentication (None)	Karl Finley Signature Adoption: Pre-selected Style Using IP Address: 2600:1004:a121:3671:4c3:d147:b15d:feb Signed using mobile	Sent: 2/13/2026 6:18:36 AM Viewed: 2/14/2026 9:43:59 AM Signed: 2/14/2026 9:44:34 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 2/14/2026 9:43:59 AM ID: 47557249-428a-4864-a4bf-e3b390f731f3		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	Dennis Rowland Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/14/2026 9:44:46 AM Viewed: 2/17/2026 6:47:30 AM Signed: 2/17/2026 6:47:44 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	Dennis Rowland Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/17/2026 6:47:55 AM Viewed: 2/17/2026 6:50:22 AM Signed: 2/17/2026 6:50:36 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jenneen Reed/MAL michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	Jenneen Reed/MAL Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.181 Signed using mobile	Sent: 2/17/2026 6:50:48 AM Viewed: 2/17/2026 3:53:46 PM Signed: 2/17/2026 3:54:45 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	Jenneen Reed/mjw Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 2/17/2026 3:54:56 PM Viewed: 2/17/2026 5:11:37 PM Signed: 2/17/2026 8:03:17 PM
Electronic Record and Signature Disclosure: Accepted: 2/17/2026 5:11:37 PM ID: 3fd904d7-0e11-44b7-b010-13156a16ebf0		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.190.198.100	Sent: 2/17/2026 8:03:28 PM Viewed: 2/18/2026 9:00:34 AM Signed: 2/18/2026 9:10:04 AM
Electronic Record and Signature Disclosure: Accepted: 2/18/2026 9:00:34 AM ID: 57511dab-c2b0-4f4c-871b-fd6d6a89ec54		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	B Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/18/2026 9:10:15 AM Viewed: 2/18/2026 10:14:33 AM Signed: 2/18/2026 10:14:41 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/18/2026 10:14:33 AM ID: f5aeb086-57aa-4f0f-bc6d-70d8a210720e		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	Macy Amos Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.52	Sent: 2/18/2026 10:14:53 AM Viewed: 2/18/2026 1:37:57 PM Signed: 2/18/2026 1:38:14 PM
Electronic Record and Signature Disclosure: Accepted: 2/18/2026 1:37:57 PM ID: 489e206d-2843-4bce-a604-0575479f34df		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 2/18/2026 1:38:27 PM

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
Grace Wichert grace.wichert@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2025 10:58:36 AM ID: b5c41a3d-b10b-40f8-8137-d56525ebf29d	COPIED	Sent: 2/11/2026 9:32:00 AM Viewed: 2/11/2026 9:42:41 AM
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/3/2025 1:19:29 PM ID: c8b64a03-4037-4339-96c4-10f36c46343a		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Shawn Leopard Shawn@boterocarts.com Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/12/2026 3:16:08 PM ID: 4510fcc8-54ee-403c-be32-9a5219852e2e		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Scott Jones scott.jones@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/2/2025 8:20:49 AM ID: c79a5c31-9515-4064-919c-287cf7720916		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/11/2026 9:32:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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. Subscriberâ€™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 â€œclickedâ€? 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 â€œUnlimited,â€? 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 DocuSignâ€™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 DocuSignâ€™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 â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™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 attorneysâ€™ 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 DocuSignâ€™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, â€œtaxesâ€?) 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 â€œTermâ€?). 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 â€œRenewal Termâ€?), 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

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such partyâ€™s reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters. v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

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