



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
AGREEMENT**

**Automated Parking Management Solution for
Hernando County Parks**

THIS AGREEMENT ("Agreement") is made and entered into by and between Hernando County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and ParkMobile, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 1100 Spring Street, NW Suite 200, Atlanta GA, 30309, and whose federal tax identification number is 38-3941930, hereinafter referred to as "Vendor" or "ParkMobile".

WITNESSETH

WHEREAS, the County intends to purchase self-validation parking system services from the Vendor in connection with "Automated Parking Management Solution for Hernando County Parks" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. 24-RFP00847/AP on July 24, 2024 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on _____; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

1. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope and Specifications is set forth in Section 7, Scope and Specifications, of 24-RFP00847/AP, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, except as contradicted herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. 24-RFP00847/AP, as modified by this agreement, and the Solicitation's addenda, copies of which are on file with the County's Department of Procurement and which are deemed incorporated into this Agreement.

2. TERM AND DELIVERY

- a. This Agreement shall commence immediately upon the effective date and shall continue " for a thirty-six (36) month period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed two (2) additional twelve (12) month periods. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be upon execution of the contract.
- b. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

3. COMPENSATION AND PAYMENT

- a. The Vendor shall pay the County in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement and which is deemed incorporated into this Agreement.
- b. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- c. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. **Client has the following tax exemption certificates**

assigned: Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 - expiring on 1/31/29. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

4. METHOD OF PAYMENT

- a. The Vendor shall pay the County in accordance with Exhibit B, Fee Schedule. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile the Total Transaction Charge as defined in Exhibit B, section 1.b., per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all Total Parking Transaction fees as defined in Exhibit B, section 1.a., that ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement ("applicable transactions"), less all Total Transaction Charge(s) as defined in Exhibit B, section 1.b. For example, if the Park Rate is \$5.00, for each transaction, ParkMobile will collect from the ParkMobile User the Total Parking Transaction which is \$5.00 + Sales Tax of 6.5% (\$0.325) + \$0.35 Flat Fee for a total of \$5.675. From the Total Parking Transaction, ParkMobile will keep the Total Transaction Charge which is 3% of \$5.00 (\$0.15) plus \$0.20 for a total of \$0.35; ParkMobile will also keep the \$0.35 Flat Fee. In other words, ParkMobile will keep \$0.70. ParkMobile will disburse to Client the remainder for a total of \$4.975. In no event will Client pay any credit card processing fee or any other fee not expressed in this section 4.a.

5. ADDITIONAL PURCHASES

- a. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- b. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

6. LIABILITY OF VENDOR

- a. To the fullest extent permitted by Florida law, each party covenants and agrees to indemnify and hold harmless the indemnified party and its officers, agents, and employees from any claim, loss, damage, cost, charge, or any other expense directly arising out of the indemnifying party's material breach of contract or gross negligence.

EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The exclusions and limitations in this section do not apply to ParkMobile's indemnification obligations, if applicable, or liability for ParkMobile's gross negligence or willful misconduct.

- b. This section shall survive the termination or expiration of this Agreement.

7. VENDOR'S INSURANCE

- a. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- b. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance

maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

8. RESPONSIBILITIES OF THE VENDOR

- a. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- b. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- c. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- d. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - i. keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - ii. upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- iv. meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

- e. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- f. The Vendor shall comply with the Anti-Human Trafficking Affidavit attached hereto and incorporated herein as Exhibit D.

9. OWNERSHIP OF PRODUCTS

Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services. "Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means. "Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement. "ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions. "Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's parking

locations.

Client Brand Features. Client grants to ParkMobile a non-exclusive, non-sublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features. "Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform. "IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

ParkMobile Brand Features. ParkMobile grants to Client a non-exclusive, non-sublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client. "ParkMobile User" means an end user that uses the ParkMobile Application. "ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application. "PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services. "Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. "Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the

Platform under the rights granted to Client pursuant to this Agreement.

Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

10. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- a. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- b. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- c. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

11. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

12. TERMINATION

- a. Either Party shall have the right at any time upon thirty (30) days' written notice to the other party to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the Vendor shall be responsible to County only for fees and compensation earned by the County, in accordance with Section 3, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- b. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub- contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- c. Both parties' rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

13. DISPUTE RESOLUTION

- a. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Hernando County, Florida, with the parties sharing equally in the cost of such mediation.
- b. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- c. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Hernando County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on *forum non conveniens*.
- d. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- e. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.
- f. In the event of litigation, both parties hereby waive any right to a jury trial, and each party shall pay its own attorney's fees and court costs at all levels of the litigation.

14. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- b. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- c. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- d. The failure of either party to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

Neither party's review, approval, or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- f. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- g. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Hernando County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days where the deadline falls on a Sunday, Saturday, Sunday or Hernando County recognized holiday, the deadline will then fall

to the next Monday or non-Hernando County recognized holiday.

- h. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Hernando County
15470 Flight Path Dr.
Brooksville, FL 34604

Parkmobile, LLC
1100 Spring St. NW
Ste. 200
Atlanta, GA 30309

For legal notices:

with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io

- i. Any change in either party's Representative will be promptly communicated by the party making the change.
- j. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- k. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.
- l. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

15. EXHIBITS:

- a. Exhibit A: Scope of Services
- b. Exhibit B: Fee Schedule
- c. Exhibit C: Insurance Requirements
- d. Exhibit D: Anti-Human Trafficking Affidavit
- e. Exhibit E: Kiosk Rental Terms and Conditions
- f. Exhibit F: Kiosk Warranty and Service Plan

OWNER:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: BRIAN HAWKINS

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

ParkMobile, LLC

By: David Holler

Title: VP Sales

[CORPORATE SEAL]

Attest: Adam Heffner

Title: Legal Ops Associate/Paralegal

Address for giving notices:

1075 Peachtree St NE, Suite 3100,
Atlanta, GA 30309

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership,
attach evidence of authority to sign.)

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

Products and Services

GENERAL:

1. Provide complete automated parking management solution to include:

- A. Self-service vehicle parking, monitoring and parking fee collection for all 12 park locations (see Attachment A Map of Hernando County Parks as Appendix 1 of this document) as well as providing rental of two (2) kiosks for Rogers Park and Alfred McKethan/Pine Island Park.
- B. System vehicle identification:
 - i. uses the vehicle's license plate as the primary credential for all parking transactions.
 - ii. When a user registers with ParkMobile, their license plate number is linked to their account.
 - iii. If the user checks out as a guest in the web experience, they will enter their license plate before completing their purchase.
- C. Mobile Parking App for iOS and Android devices:
 - i. Publicly accessible website: Pay By Web at ParkMobile.io: Lightweight, web-based flow for patrons who do not want to download the full-featured app
 - ii. Guest Checkout: Allows users to purchase parking without creating an account.
 - iii. Pay by Text: When a user parks in a ParkMobile zone, they can text the keyword "Park" to 77223 to receive a short link via SMS to start their session.
- D. "Extend time" feature: capability for park patrons to add time to existing session and customize notification settings and alerts
- E. Multiple payment options: Visa, Mastercard, Amex, Google Pay, Apple Pay, PayPal, Pre-paid cards, IVR (Interactive Voice Response) phone number
- F. ParkMobile Wallet: Users can refill their pre-loaded ParkMobile wallet anytime and check the account balance.
- G. Promotional Codes: Users can apply the code provided to their account or an active session and will receive a discount on their transaction.
- H. Map View: map view based on location shows to show the user nearby zones. User may opt to touch the zone number to initiate a parking session.
- I. Find My Car: Integration with Apple Maps, Google Maps, and Waze to direct users back to their vehicle.
- J. Notifications: Customizable push, text and email alerts to notify a user when parking will expire.
- K. Vehicle Management: add, remove and update vehicle information.

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

- L. Activity History: Users can see complete details of recent parking transactions including Zone, City, Date/Time, Duration, Vehicle (LPN), Payment Method, Parking Fees and Total cost. After the parking session ends, the user will also get an email receipt.
- M. Transient and Event Reservations as requested by County
- N. Complimentary Patron Educational Materials to include signage and decal design
- O. Complimentary marketing services to focus on
 - i. Awareness,
 - ii. Adoption,
 - iii. Engagement,
 - iv. Retention,
 - v. Advocacy.
- P. Monitoring and reporting plan
- Q. Current Hernando County Fee Schedule for current parking rates.
- R. Future programmatic parking rate increases conducted via ParkMobile 360 Self-Administration and Reporting portal.
- S. Contingency plan for unforeseen events
- T. Coordinate rental of two (2) kiosks for one (1) kiosk to be installed at Rogers Park and for one (1) kiosk to be installed at Alfred McKethan/Pine Island Park:
 - i. Kiosk to accept bills
 - ii. Kiosk to accept cash including coins
 - iii. Kiosk to accept credit card payments
 - iv. Kiosk to be integrated with ParkMobile platform

2. Park Locations:

A. Pine Island Park:

10840 Pine Island Drive, Spring Hill, FL 34607

B. Bayport Park:

4140 Cortez Blvd., Spring Hill, FL 34607

C. Jenkins Creek Park:

6401 Shoal Line Blvd., Spring Hill, FL 34607

D. Lake Townsen Regional Park:

28011 Lake Lindsey Road (CR 476), Brooksville, FL 34601

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

E. Linda Pedersen Park:

6300 Shoal Line Blvd. (CR595), Spring Hill, FL 34607

F. Nobleton Wayside Park:

29061 Lamkin Dr., Nobleton, FL 34601

G. Roger's Park*:

7244 Shoal Line Blvd., Spring Hill, FL 34607

H. Rotary Centennial Park (Dog Park):

10375 Sandlor Street, Spring Hill, FL 34608

I. R. Beach Parking Lot:

4054 Shoal Line Blvd., Hernando Beach, FL 34607

J. Hunter's Lake Parking Lot:

Ken Lake Avenue, Spring Hill, FL 34606

K. Suncoast Bike Trail:

15037 Gar St., Brooksville, FL 34613

L. Hernando Beach Boat Ramp:

4483 Calienta St., Hernando Beach, FL 34607

3. No-Cost set-up and implementation with deployment of services within forty (40) to sixty (60) day timeframe to commence upon receipt of Purchase Order:

A. Planning Phase (maximum duration 30 business days)

Deliverables:

- i. Kickoff Meeting
- ii. ZAR (Zone and Rate Meter Inventory)
- iii. App Design
- iv. Decals and signage design: Multilingual signage shall be designed by the vendor at all locations within the parks compliant with ADA (Americans with Disability Act) requirements.
- v. Marketing Planning
- vi. Press Releases - first announcements
- vii. "Coming Soon" social media postings
- viii. Influencer outreach
- ix. Integrations

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

- x. Merchant account set-up
- xi. Coordinate with VenTek for rental of two (2) kiosks for model M600 AFM
- xii. Coordinate integration and programming of two (2) kiosks for model M600 AFM
- xiii. GO LIVE date

B. Deployment Phase (maximum duration 20 business days)

Deliverables:

- i. Decals and signage production
- ii. Digital assets for County use for websites, emails, social posts
- iii. Zone and Rate Configuration
- iv. Testing
- v. Enforcement handheld test and training
- vi. Payment processing test
- vii. Custom collateral - Flyers and wallet cards
- viii. Social media postings
- ix. Local stakeholder meetings
- x. App store optimization
- xi. Web based training as follows:
 - a. Admin Users (Reporting and Policies in ParkMobile 360) - minimum of five (5) one-hour sessions:
 - o Update rates and policies in real-time
 - o Run, customize, export, and schedule recurring operational and financial reports
 - o Create and manage user login credentials
 - b. Read only-users (Reporting and Policies in ParkMobile 360) - minimum of five (5) one-hour sessions:
 - o Full access to viewing operational and financial reports, but no ability to make changes
 - c. Enforcement-oriented users - minimum of five (5) one-hour sessions:
 - o Verify parking credentials in real-time in the field, in conjunction with integrated enforcement systems
 - d. Read-only users (Customer Transaction Lookup) - minimum of five (5) one-hour sessions:
 - o Quickly look up vehicle plate numbers to verify all associated parking history

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

- o Simple interface is ideal for reception or office staff who handle customer inquiries about reviewing and waiving violations
- e. 24/7 access to the ParkMobile Training Hub, user manuals and step-by-step instructional videos
- f. Coordinate with VenTek for two (2) kiosks, models M600 AFM, for integration testing with ParkMobile's digital platform
- g. Coordinate with VenTek to provide staff training
- h. Set up Merchant of Record Services with VenTek

C. Adoption Phase and Launch Week (maximum duration 10 business days)

Deliverables:

- i. Decal and signage installation: Multilingual signage shall be installed by the vendor at all locations within the parks compliant with ADA (Americans with Disability Act) requirements.
- ii. Mobile App release
- iii. Zones and GPS going LIVE
- iv. Kiosks going LIVE at Rogers Park and Alfred McKethan/Pine Island Park
- v. Joint Press Release
- vi. Promotions and/or discounts
- vii. Social media activation
- viii. Content and blogging
- ix. Designation of Account Manager

D. Post-launch Phase (30 business days):

- i. Weekly update calls
- ii. Share analytics on downloads, transactions, and utilization
- iii. Share analytics on kiosk usage at Rogers Park and Alfred McKethan/Pine Island Park
- iv. 30-day post-launch assessment
- v. Social media engagement
- vi. Offers and Promotions
- vii. E-mail marketing
- viii. Push notifications/In-App messaging
- ix. User testimonials

E. Post-launch Activities:

- i. Monthly on-site meetings
- ii. Semi-annual stakeholder meeting onsite

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

- iii. E-mail marketing
- iv. Push notifications/In-App messaging
- v. Social media support
- vi. Anniversary Campaigns-Promotions and Discounts
- vii. Lapsed user promotions
- viii. Contextual alerts-weather events, road closures

PAYMENTS AND OPTIONS:

Provide secured Contractor-hosted payment website (web based; cloud based) to include:

- A. PCI (Payment Card Industry) compliance including kiosk payment transactions
- B. Compatibility with National Parking Aggregators and other payment software aggregators
- C. Capability of advance booking of parking reservations
- D. On-Demand hourly, daily pass or annual pass transaction availability
- E. Free parking option for handicapped and/or disabled veterans
- F. Provide 24/7 Call Center Support via phone, email, text, chat and social media to include:
 - i. FAQ (Frequently Asked Questions)
 - ii. Guides
 - iii. Video Demos
 - iv. Technical help articles
- G. Best business practices for cyber security protection including kiosk payment transactions

WEB LINKS AND PARK WEB PAGE:

Customize a Hernando County Park Landing Page with either:

- A. link on county webpage [Passes | Hernando County, FL](#)
- or
- B. independently through the vendor platform
- C. ParkMobile Web to include:

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

- i. Guest Checkout option,
- ii. multiple languages (depending on the user's device settings)

INFORMATION ACCESS:

A "nForce" Enforcement Tool:

- i. real-time access dashboard options for local law enforcement to verify parking payment by vehicle license plate
- ii. option to be used in conjunction with integrated enforcement systems such as the current handheld devices or as a standalone enforcement solution

B. Client Analytics Tool: Provide real-time dashboard options for administrative staff to view and manage real-time statistics to include kiosk transactions

- i. Easy-To-Read Dashboard View with charts, KPIs (Key Performance Indicators), and graphs for monitoring trends and drawing insights to include kiosk transactions.
- ii. Scheduled Reports Delivery to email Inbox: daily, weekly, or monthly reporting emails to select staff members.
- iii. Filter By Date Range and Supplier with identification of historical trends.
- iv. Download of ParkMobile Reporting Data in Multiple Formats: .xis, csv, and .pdf formats.

C. Provide no-cost software access and/or viewer.

RECORDS AND REPORTS:

A Detailed reporting and analytics inclusive of kiosk transactions to include:

- i. availability of real-time hourly reports of parked vehicles
- ii. availability of analytical daily, monthly and annual reports of parked vehicles
- iii. procedure for performing a daily license plate inventory of parked vehicles for the purpose of reflecting the length of parking time

B. ParkMobile 360 Self-Administration and Reporting portal:

- i. role-based access to self-administrative tools to adjust rates and policies
- ii. Calendar View: daily, weekly, and monthly calendar views
- iii. Rate Creator:
- iv. Support complex rate structures with multiple rates in effect at different times of day, days of the week and different locations in addition to special event rates.
- v. Policy Management Across Locations: view of rates and policies across multiple locations.

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847 /AP Automated Parking Management Solution for Hernando County Parks

- vi. Rate Tester: test rates to ensure functionality and avoid potential customer service issues.
- vii. Coordinate with VenTek to apply and implement rate and policy adjustments

NOTE: The vendor must keep and maintain true and accurate records in accordance with generally accepted accounting principles (GAAP) and must submit a verified and reconciled monthly Gross Revenue statement to the County Department.

C. Required reports inclusive of kiosk transactions:

- i. Records of all parking purchases and used identifying date, time and duration by license plate number and name
- ii. Error logs to include incidents such as loss of payment site access
- iii. Any and all other accounting records which pertain to the receipt of parking revenues.
- iv. All other records shall be retained, at vendor's expense, for the term of the agreement and any holdover and/ or option or extension period, at an off-county location as required by law. These records shall be available to the Department during normal business hours and upon forty-eight (48) hours' notice, no matter where retained.
- v. Record of the daily license plate inventory shall be retained by the vendor for a minimum of twelve (12) months and must be always accessible to the County via free software viewer provided by the vendor.

NOTE: The County will not store any type of records for the vendor.

MAINTENANCE AND REPAIRS:

Signage shall be property of the vendor and all maintenance (replacement of damaged parts, removal/installation during inclement weather events) shall be the responsibility of the vendor.

KIOSK SERVICES (as referenced in Exhibit B Fee Schedule):

Kiosk cash collection units to include the vendor performing all tasks relating to installation, operation, maintenance and support.

Requested kiosk options:

- 1. Accept bills, coins, and credit cards using an easy-to-understand payment flow
- 2. Web-Based Pay Platform On-Demand Hourly and Daily
- 3. Annual Pass Transaction Availability

4. Large easy to read and easy to follow color screen

EXHIBIT A- Scope of Services

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

5. Prompts in multiple languages
6. Keypad for easy license plate entry
7. Ability to pay for parking or to add time to existing parking
8. Audio and visual notification when credit card left in reader
9. Cancel transaction feature with payment refunds
10. Contactless payment options for rapid transactions
11. PCI (Payment Card Industry) Compliant and PA-DSS Validation system (Payment Application Data Security Standard)
12. Complete audit trail and analytics
13. Separate maintenance and collections compartment with enhanced locking mechanism and lock support for enhanced security
14. Theft-resistant design to protect coins, bills, and internal components
15. Detailed monthly reporting and Analytics

Note: The County will not provide any type of connectivity for kiosk operation.

EXHIBIT B - Fee Schedule
RFP No. 24-RFP00847/ AP Automated Parking Management Solution for Hernando County Parks

1. **Fee Schedule:**

a. ParkMobile will collect from park patrons as follows:

"Total Parking Transaction": Park Rate+ Sales Tax of 6.5% + \$0.35 Flat Fee per Transaction

b. ParkMobile will calculate charges to the County as follows:

"Total Transaction Charge": (Park Rate x 3%) + \$0.20 flat rate

NOTE: Proposer must not charge a fee for any of its services greater than those fees negotiated in a contract resulting from this RFP.

2. **Remittance and Disbursement:**

a. ParkMobile will disburse and remit to the County all total parking proceeds collected from park patrons as follows:

(Park Rate+ Collected Sales Tax of 6.5%) less **"Total Transaction Charge"** as described in 1.b.

b. ParkMobile will disburse any amounts due to the County in arrears on the 15th of the following month.

3. **Calculation Example:**

For example, if the park rate is \$5.00:

"Total Parking Transaction": \$5.00 + \$0.325 + \$0.35 = \$5.675

"Total Transaction Charge": \$0.15 + \$0.20 = \$0.35

Remittance/Disbursement: (\$5.00 + \$0.325 + \$0.35) - (\$0.15 + \$0.20) = \$4.975

4. **Other Fees:**

- | | |
|---|--|
| a. Parking Reservation Fee: | 15% of park rate (paid by park patron) |
| | Transaction Charge (paid by County) |
| b. Free/No Charge Parking Reservations: | \$1.00 each (charged to County) |



M600 AFM Rental



Project Hernando County Parks - FL- Park Mobile
Client Alisa Pike
Address 16161 Flight Path Drive, Brooksville FL 34604
Contact Victoria Iacovetto
Email victoria@ventek-intl.com

Date 2-Apr-2025
Client Phone 813.226.7080
Client Email AlisaP@co.hernando.fl.us
Validity 90days
Phone 415-246-3138

Capital Costs - Hardware, Installation, Setup & Services

KIOSK				
Item	Description	Quantity	Unit Price	Extended Price
E1	M600 Pay by License Includes 1 year warranty Power Configuration: AC Connectivity: Cellular Payment Mode: All Pay All in One Payment Device - Provides EMV Near Field Contactless Credit Card Read (Tap and Pay) EMV Chip Read and Traditional Swipe. Mobile Payments like Apple, Samsung, Google available with additional hardware if using Chase Paymentek or Fiserv as card processor Bill Acceptance w/ Spare Bill Locking Revenue Collection Unit Coin Acceptance w/ Spare Coin Revenue Collection Unit Change Giving providing cancel transaction refund Custom Wrap - Door Only Heater for AC Systems only Pedestal - 12", 18", 24", 30", 35" options	2	\$14,800	\$29,600
		2	\$1,000	\$1,000
Total Kiosk				\$29,600
Total Kiosk with Cancel Transaction Refund				\$31,600

INSTALLATION & TRAINING				
Item	Description	Quantity	Unit Price	Extended Price
INSTS1	Installation & Training - Base Fee for 1st day Installation & training - based on a standard installation. Training Conducted on site and unlimited while technician is available onsite			\$2,500
	Shipping ¹	2	\$600	\$1,200
INSTALLATION & TRAINING				\$3,700

Part II - Operating Costs - Software Subscription Fees

ANNUAL SOFTWARE SUBSCRIPTION FEES				
Item	Description	Quantity	Unit Price	Extended Price
SW	Cloud Based System Management- User cerdential for venVUE®, VenTek's web based management system, Secure PCI Level 1 Certified Server on Amazon Cloud for Data Storage & Payment Gateway, and Cellular Connectivity.	2	\$1,140	\$2,280
ANNUAL SOFTWARE SUBSCRIPTION FEES				\$2,280

SERVICE				
Item	Description	Quantity	Unit Price	Extended Price
STDW	Standard Warranty: Free Unlimited Tech Support/Warranty Issues for 12 months	Incl.	incl.	incl.
EXTW	Extended 1 Year Factory Warranty (Recommended for years 2+)- Configuration Dependent	2	\$900	\$1,800
SERVICE	Service - 4 preventative maintenance calls & 8 service calls	LOT		\$19,200
OL1	Onsite Service Calls billed at \$150/hr. Including Time and Material	per hour	\$150	
AH1	After Hours Telephone Support Hourly Labor Rate \$150.00/hr. (Billed in 15 min increments)	per hour	\$150	

Kiosk per spec with cancelled transactions refunded	\$31,600
Set Of Spares	\$10,790
Installation and Training	\$3,700
Annual Recurring Software Subscription	\$2,280
Annual Service	\$21,000
Total	\$69,370
Rental Down Payment	\$3,700
Rental Monthly Fee	\$2,936



M600 AFM Rental



SPARES				
Item	Description	Quantity	Unit Price	Extended Price
SP1	Spare 40A Battery		\$252	\$252
SP5	Spare All In One		\$1,600	\$1,600
SP6	Spare Bill Acceptor		\$2,500	\$2,500
SP7	Spare Coin Acceptor		\$1,394	\$1,394
SP8	Spare Controller		\$1,320	\$1,320
SP9	Spare Display		\$826	\$826
SP10	Spare Printers, Including Cable		\$1,650	\$1,650
SP11	Spare keypads 1x4		\$170	\$170
SP13	Spare Keypad -Alpha-Numeric		\$483	\$483
SP14	Spare Modem		\$595	\$595
SP21	Total Recommended Spares			\$10,790.00

CONSUMABLES				
Item	Description	Quantity	Unit Price	Extended Price
C1	Custom VenTek Annual Pass/Value Cards- Lot of 1000	per card	\$1.50	
C2	Standard Ticket Paper Rolls (Order quantity 10+ rolls) 1" core	per roll	\$55	
C3	Custom Ticket Paper Rolls (Order quantity 55+ rolls)- Estimate only	per roll	Quote	
C5	Cleaner-Thermal Printer, box of 25	per cleaner	\$1	
C6	Cleaner- Credit Card Reader, box of 50	per cleaner	\$1	

Notes:

Shipping is an Estimate Only • Actual Costs will be billed upon shipment

- Payment Gateway • VenTek, as a Level 1 PCI Service Provider, ensures secure payment processing through its Secure Electronic Gateway. This direct connection between the VenTek System and your Payment Card Processor guarantees PCI compliance throughout the service delivery
- Installation Includes securing the unit to a surface prepared per installation drawing, connecting existing electrical inside the unit, installing software, network programming and configuration, and installation of all parts and peripherals necessary for unit operation.
- Installation Quote and Down Payment does not include Site Prep: Concrete or Conduit Work, Pulling Electrical or Communication Cables or Removal of Existing Equipment
- For an AC-powered machine, please ensure that a qualified electrician is available to connect the machine to the power source. While we won't be checking for proof of certification, it's important to prioritize safety and adhere to local regulations when working with electrical systems.
- Onsite Training is conducted during and/or after installation. If VenTek must come back onsite, time will be billed at \$150/hr including travel and expenses.
- venVUE System Management training conducted remotely via WebEx
- All funds due are in U.S. dollars. Terms Net 30 from date of delivery. 1.25% finance charge (15% per annum) applied to balances over 30 days past

EXHIBIT C – Insurance Requirements
RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, each party covenants and agrees to indemnify and hold harmless the indemnified party and its officers, agents, and employees from any claim, loss, damage, cost, charge, or any other expense arising out of the indemnifying party’s material breach of contract, negligence or gross negligence.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:
- a) State Statutory
 - b) APPLICABLE FEDERAL Statutory
 - c) EMPLOYER'S LIABILITY Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit

Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury

EXHIBIT C – Insurance Requirements
RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

Coverage as follows:

- a) EACH OCCURRENCE\$1,000,000.00
- b) GENERAL AGGREGATE\$2,000,000.00
- c) PERSONAL/ADVERTISING INJURY \$1,000,000.00
- d) PRODUCTS-COMPLETED OPERATIONS
AGGREGATE..\$2,000,000.00 Per Project Aggregate (if applicable)
- e) CYBER LIABILITY\$3,000,000.00

ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

MEDICAL EXPENSE (Any one (1) person)\$5,000.00

- 3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read “Hernando County Board of County Commissioners.” Proof of Endorsement is required.
- 4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
- 5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos.

EXHIBIT C – Insurance Requirements
RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

- a) COMBINED SINGLE LIMIT (CSL)\$1,000,000.00
- b) BODILY INJURY (Per Person) \$1,000,000.00
- c) BODILY INJURY (Per Accident).....\$1,000,000.00
- d) PROPERTY DAMAGE \$1,000,000.00

- 6. EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on contract.
- 7. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
- 8. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

- 1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor’s insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein,

EXHIBIT C – Insurance Requirements
RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks


Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604**

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.
 4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando
County Parks

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with _____ anon-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Name of Nongovernmental Entity

Printed Name of Affiant

Title of Affiant

Signature of Affiant

Date

EXHIBIT E - Kiosk and Conditions
RFP No. 24-RFP00847/ AP Automated Parking Management Solution for Hernando County Parks



Hernando County Parks and Recreation
16161 Flight Path Drive
Brooksville, FL 34604

Rental Terms and Conditions

1. Rental Property

The Lessor agrees to rent to the Lessee, and the Lessee agrees to rent from the Lessor, the following property ("Rental Property"):

- **Description:** Two VenTek M600 Automated Fee Machines as detailed in the attached Sales Order ("Pay Station Configuration").
- **Condition:** The Rental Property is new and installed per Lesse's design requirements documented in RFP Solicitation 24-RFP00847/AP as inspected and acknowledged by the Lessee at the start of the rental term.

2. Rental Term

- **Terms:** Month-to-month.
- **Start Date:** _____(Date).

3. Rental Fees and Payment Terms

- **Initial Payment:** \$3,700.00 due upon signing this Agreement.
- **Rental Rate:** \$2,936.00 per month.
- **Payment Frequency:** Monthly.
- **Payment Due:** At the start of each rental month (e.g., the 1st of each month).
- **Late Fees:** A late fee of \$50 or 5% of the rental fee, whichever is greater, will be charged for payments received more than 5 days past the due date.
- **Method of Payment:** Payments shall be made via electronic payment as specified by the Lessor.
- **Security Deposit:** None required unless otherwise agreed in writing.

4. Ownership

- Ownership of the Rental Property vests solely with the Lessor throughout the rental period. The Lessee shall not claim any ownership interest or attempt to sell, lease, or encumber the Rental Property.

5. Use of Rental Property

- The Lessee agrees to use the Rental Property solely for its intended purpose (e.g., processing payments) and in compliance with all applicable laws, regulations, and manufacturer guidelines.
- Unauthorized modification, relocation, or subleasing of the Rental Property is prohibited without the Lessor's prior written consent.

6. Consumables

- The Lessee will provide all Pay Station consumables, including but not limited to paper rolls, ink, and other operational supplies, at its own expense throughout the rental term.

7. Maintenance and Repairs

- **Lessor Responsibilities:**
 - Routine maintenance procedures (e.g., parts repair and replacement, excluding "finger tip" maintenance) are included in the rental fee.
 - Lessor will cover the cost of parts and labor for repairs due to normal wear and tear or mechanical failure not caused by the Lessee.
 - Lessor has included 4 preventative maintenance calls and up to 8 onsite service calls (if required) per year.
- **Lessee Responsibilities:**
 - The Lessee is responsible for "finger tip" maintenance, including but not limited to clearing paper jams, changing paper rolls, and other minor operational tasks such as replacing plug and play parts
 - The Lessee shall promptly report any damage or malfunctions to lessor within 48 hours of discovery.
- **Vandalism:** Damage due to vandalism is not covered by the rental fee. Parts and labor for repairs resulting from vandalism shall be payable by lessee.

8. Service

- Lessor will support service requests for the Rental Property in the same manner as it does for current existing machines under its standard service protocols. Service response times and procedures will align with VenTek's existing customer support policies.

9. Termination

- **Notice:** Either Party may terminate this month-to-month Agreement with 60 days' written notice **Return of Property:** Upon termination, the Lessee shall return the Rental Property to Lessor in good working condition, subject to normal wear and tear, at a location specified by Lessor. (If the Lessee is unable to deinstall the equipment and ship it back to VenTek, VenTek will perform this service for \$2,000). A pre-rental and post-rental inspection will be conducted by both Parties, with signed acknowledgment of the condition.

10. Insurance and Liability

- **Lessor Insurance:** Lessor shall maintain appropriate liability and property insurance for the Rental Property as required by law.
- **Lessee Insurance:** The Lessee is responsible for maintaining insurance to cover its liability and any damage to the Rental Property caused by vandalism, negligence, or misuse.
- **Liability:** The Lessee assumes responsibility for any injury, loss, or damage arising from its use of the Rental Property, except where caused by Lessor's negligence or equipment failure covered under maintenance terms.

11. Default and Remedies

- **Default:** The Lessee will be in default if it fails to pay the rental fee, violates any term of this Agreement, or misuses the Rental Property.
- **Remedies:** In the event of default, Lessor may terminate this Agreement, repossess the Rental Property, and pursue recovery of unpaid fees, damages, and reasonable attorney fees.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Florida, USA.

13. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through mediation before pursuing legal action, unless otherwise required by law.

In the event of a dispute or legal action arising from this Agreement, each party shall be responsible for its own attorney fees and costs at all levels of the dispute or legal action; additionally, the parties hereby waive their respective rights to a jury trial in any legal action arising from this Agreement.

14. Force Majeure

Neither Party shall be liable for delays or failure to perform due to events beyond their reasonable control, including but not limited to natural disasters, war, or government regulations.

15. Entire Agreement

This Agreement, including the attached Sales Order, constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral. Amendments must be made in writing and signed by both Parties.

16. Notices

All notices under this Agreement shall be in writing and delivered to the addresses provided above via certified mail, email (with confirmation of receipt), or hand delivery.

If notice is delivered via certified mail, notice shall be deemed received three business days after it is sent or the date indicated on the certified mail return receipt, whichever is earlier. If notice is delivered via email or by hand delivery, receipt of such notice shall be deemed received upon the date and time the email is sent or the notice is hand delivered.

EXHIBIT F - Kiosk Warranty and Service Plan
RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

a. Warranty and Service Plan:

VENTEK EXTENDED WARRANTY & SUPPORT PLAN POLICIES

VenTek International Extended Warranty and Support Plan Policies

Effective Date: December 1, 2016

Overview

VenTek Service Plans are supported by a national organization with 3 locations in 2 countries, closely integrated with the state-of-the-art Technical Assistance Center at VenTek headquarters in Petaluma, California.

VenTek's Client Services (VCS) support will be provided to all Direct Clients or Resellers (DCoR) of VenTek equipment. Resellers will provide support to their customers. VenTek does not provide support services directly to end customers; whether they are customers of Direct Clients or customers of Resellers. A customer who purchased a VenTek automated payment system from a Reseller is required to contact that Reseller for support. If the Reseller is unable to solve the customer's problem after reasonable efforts, the Reseller may seek assistance from VCS.

The Extended Warranty and Support Plan Policies cover VenTek-branded products that are supported by VenTek Service and Support under a purchased VenTek Extended Warranty or Support Plan. Except for the Severity Definitions and Response Time Targets, which apply to in-warranty support, these Plan Policies do not apply to equipment or software for which you have not purchased a Plan.

IMPORTANT NOTE: ALL SERVICE IS PROVIDED ONLY SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE VENTEK EXTENDED WARRANTY AGREEMENT OR SERVICE AGREEMENT. These Plans are subject to change at the discretion of VenTek. Changed versions of these Plans will be posted on the VenTek International website.

Client Services Extended Warranty and Support Plan Terms and Conditions

Hardware Warranty Support

EXHIBIT F - Kiosk Warranty and Service Plan
RFP No. 24-RFP00847/AP Automated Parking Management Solution for Hernando County Parks

Defective or damaged parts will be repaired or replaced by VCS in its sole discretion if the repair or replacement is covered by the Standard VenTek Product Warranty (SVPW). If the One-year SVPW has expired and the DCoR has not purchased an Extended Support Plan (ESP), the DCoR will be responsible for the costs of the repair or replacement.

In order to return parts to VCS for repair or replacement, the DCoR should first contact VCS at (707) 773-3373 to advise VCS of the part to be returned, its serial number, and to obtain a Return Merchandise Authorization (RMA) number. The DCoR may also use VenTek's Client Services Web Support Site to provide this information and request an RMA number. Please visit www.ventek-intl.com and click on the Customer Support tab to request an RMA. The part is to be returned to VCS at the address specified by the RMA, with a copy of the RMA enclosed. The costs of shipping parts to VCS will be the responsibility of the DCoR.

VCS will use reasonable efforts to ship repaired or replacement parts within 5 business days of their receipt at the RMA facility. Older legacy parts may require longer repair times due to possible part shortages. Parts will be shipped 3 Day, unless DCoR has indicated otherwise during the RMA Process. Unless the repair or replacement is covered by the SVPW or an ESP, the DCoR will be responsible for the costs of repair or replacement and invoiced in accordance with the fees set forth in Exhibit D.

The DCoR will be responsible for installing any repaired or replacement parts. If a DCoR does not have the training and expertise to do so, then at the request of the DCoR, VCS will provide assistance to the DCoR at VCS' usual on-site repair fee as set forth in Exhibit D.

VCS warrants repaired or replacement parts for a period of 60 days from the date of shipment.

Repairs or replacement parts required as a result of rust or corrosion, damage due to accident, improper handling or operation, shipping damage, abuse, misuse, unauthorized repairs or attempted repair, vandalism or Natural Disasters are not covered by the SVPW or any variation of the Extended Service Plans.

Pay Station Software & venVUE® Warranty Support

Unless otherwise agreed in writing between a DCoR and VCS, VCS will have no obligation to provide enhancements to Pay Station Software or to venVUE®. Any Enhancements will be released by VCS in its sole discretion in accordance with a schedule set forth by VCS.

VCS will advise DCoRs from time to time of any problem resolutions, fixes, updates, and Enhancements available for the Pay Station Software or to venVUE®. The timing, methods and extent to which any such problem resolutions, fixes, updates and Enhancements are made available to DCoRs will be at VCS's sole discretion.

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VCS will support all official released versions of Pay Station Software for at least 12 months following the Software's release. If a DCoR is using Pay Station Software that is not the most current release, and there is an issue for which the DCoR is requesting assistance from VCS, and if the problem is known to be fixed in the most current release of such Software, VCS may require that the DCoR update to the most current release as the solution to the problem.

Fees and Payments

The DCoR will be responsible for VCS's fees for providing support, as outlined in [Exhibit D](#), if the support given is not covered by the SVPW or an ESP. Problems such as, but not limited to, disputes with credit-card processing, telephone lines, network lines, modems or handheld devices not sold or recommended by VCS, computers and software other than VCS's Software, are not covered by the SVPW or an ESP.

The DCoR will be responsible for the cost of any on-site service not covered by the SVPW or ESP. If on-site assistance is provided through a VenTek Reseller, the cost will be at the Reseller's rates and the DCoR will be billed directly by the Reseller. If on-site assistance is provided directly by VCS, the cost will be at VCS's rates as set forth in [Exhibit D](#).

If the Direct Client is outside of Warranty, does not have an ESP, and is requesting support from VCS, service costs will be at the rates set forth in [Exhibit D](#).

The DCoR will pay the amount owed to VCS for support services that are not covered by a SVPW or ESP on the date of which the services were provided. The DCoR will provide a valid credit card number, or with an account in good standing may provide a PO number, for which the services will be charged or invoiced. VCS will have no obligation to provide further support services not covered by a SVPW or by an ESP to a DCoR whose account with VenTek International is in arrears.

In addition to VCS's fees and other charges the DCoR will pay, indemnify, and hold VCS harmless from; any excise, sales, use, value-added, import, export or other taxes (not based on VCS's net income), any inspection fees, duties, tariffs, imposts or similar charges, including any penalties and interest, as well as any costs associated with the collection or withholding thereof, levied on the delivery of support services by VCS to the DCoR. If the government of any country requires the DCoR to withhold or deduct any taxes, charges, or other duties from any payments due from the DCoR to VCS, the DCoR will pay any additional amounts as may be necessary in order that the net amounts received by VCS after any such withholding or deduction equals the amounts to be paid to VCS without such withholding or deduction.

Termination, Transfers, and Assignments

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If the Direct Client fails to make a payment owing under an ESP for a Pay Station, the ESP for such Pay Station will be terminated, such that VCS will have no further obligation to the Direct Client in regards to said Pay Station. It will be under the sole discretion of VCS whether an ESP in arrears may be reinstated.

If the Direct Client has an ESP and wishes to terminate before the expiration of the ESP's one-year term, the Direct Client may terminate the ESP with written notice. VCS will refund the portion of the cost of the Support Package attributable to the balance of the year, pro-rata based on the number of months left in the balance of the year, less an administrative fee of \$295.

If the DCoR uses modified parts, or items not approved for use by VCS for a Pay Station, the SVPW and any ESP applicable to said Pay Station may be terminated by VCS.

Limitations

The SVPW and the ESP are in lieu of all other warranties expressed or implied, including warranties or merchantability and fitness for a particular purpose and excludes all liability for incidental or consequential damages for any cause.

Although VCS will diligently help to resolve problems in accordance with these Terms and Conditions, there may be some problems for which VCS is unable to find a solution. VCS gives no guarantee that it will be able to resolve every issue.

VCS will not be responsible for any loss of data and/or revenue, or any incidental or consequential damages of any kind for any cause that may be incurred or suffered by the DCoR while VCS is working to resolve the DCoR's problem.

End of Support Policy

Service and support coverage typically ends seven years after the ship date of product. Software maintenance and support purchased under a VenTek Support Plan is available for both current and immediately preceding versions of software/hardware. VenTek strongly advises DCoRs install the latest software release when notified of updates, however, compatibility with your hardware should always be verified. This can be done on the VenTek website.

Client Services Support

VCS will provide technical support by telephone and email for those DCoRs who are covered by the SVPW or any variation of an ESP. VCS is to be contacted by telephone at its telephone number for support services or by email

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at support@ventek-intl.com. The DCoR may also use VCS Web Support Site to request new support or track existing issues at www.ventek-intl.com and choosing the Customer Support tab. If a VCS representative is not available to take the call at the time it is made, the details of the issue will be recorded in VenTek's Ticket Tracking System and the call will be returned. VCS's regular business hours are Monday - Friday, 8am to 5pm Pacific Time (exclusive of holidays). During non-business hours, weekends, and holidays, VCS will do its best to respond to requests as soon as possible via email.

VCS will use reasonable efforts to respond to calls, emails, and to solve problems in accordance with the guidelines set forth in [Exhibit C](#) or such other guidelines as VCS and the DCoR may agree upon. The DCoR will cooperate with VCS to facilitate VCS's efforts to provide assistance and to meet the guidelines set forth in [Exhibit C](#), or such other guidelines as VCS and the DCoR may agree upon. VCS will not be in breach of its obligations under these Terms and Conditions, or under the SVPW or an ESP, if it fails to meet the guidelines set forth in [Exhibit C](#) or such other guidelines.

24x7 Online Services

24x7 online service allows end users to submit support requests online. It also provides a wide array of information, including the online knowledge base, compatibility matrix, white papers, release notes, technical bulletins, and product documentation.

Telephone Technical Support

VenTek Service Plans provide direct telephone access to the VenTek Client Services Assistance Center. The Center operates during normal business hours and calls are routed to the staff person best qualified to assist with your specific question. Each support request is provided a case number to track each issue to resolution.

Client support needed outside of normal business hours may be arranged in advance for technical phone assistance early morning, late evening or weekends.

Included with the Standard VenTek Product Warranty (SVPW) Standard VenTek Product Warranty includes:

- Free telephone and email support for 3 months from the date of shipping for all matters
- Free telephone and email support for 12 months from the date of shipping for warranty-related matters
- After the first 3 months, support for non-warranty matters or for setup and installation matters will be charged at:
 - \$100 an hour, billed in 15 minute increments during regular business hours
 - \$150 an hour, billed in 15 minutes increments outside of regular business hours,
- available by appointment only• 3-Day shipping of replacement parts billed to DCoR

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DCoR's Obligations

Each DCoR will provide notice in writing (including by email) to VCS setting forth the names of Support Contacts, each of whom will be properly trained in the use and support of the relevant Pay Station and Software. VCS is authorized and directed by the DCoR to deal with these Support Contacts. When calling for technical support, the DCoR will provide the serial number and model of the Pay Station, the version of the Software (if not connected to venVUE®), a detailed description of the problem, and a summary of the basic troubleshooting that has already been tried. The DCoR will be responsible for proper maintenance of the relevant Pay Station in accordance with VCS's recommendations and requirements for the Pay Station, and for keeping accurate and complete maintenance records for the Pay Station.

Problem Solving

When a DCoR seeks assistance from VCS, VCS will open a Ticket for the DCoR. In addition, the DCoR may open their own Tickets by visiting the VCS Support Web Site or by emailing the VCS Support email.

Once a Ticket is opened, VCS will:

1. Acknowledge receipt of the request for assistance
2. Provide an action plan for resolving the problem
3. If possible, provide a temporary solution to the problem that restores functionality to the affected system without severely compromising performance or unreasonably inconveniencing the DCoR
4. Advise of any updates to the action plan
5. Advise as to the resolution of the problem
6. Request confirmation of the solution

VCS will take the corrective actions it deems appropriate to resolve a Ticket and will maintain records of the actions it takes to resolve the issue. VCS may request additional information from the DCoR with specific instructions as to how that information is to be given to VCS.

If VCS and the DCoR determine that on-site assistance is required, VCS may dispatch a qualified VCS Technical Support Representative to the DCoR's premises where the Pay Station is located. The Technical Support Representative (TSR) will arrive with the proper diagnostic tools necessary to troubleshoot the problem on site. If a VenTek Reseller is local to a Direct Customer's location, VCS may provide a TSR from that Reseller. If there is no VenTek Reseller in the area, or they do not have a TSR to provide, the TSR will be provided directly by VCS. The DCoR will be responsible for the cost of on-site assistance, unless the on-site assistance is covered by an ESP.

Once VCS resolves the problem for which a Ticket was opened, VCS will use reasonable efforts to provide the DCoR with a full description of how the problem was solved, including technical details. The DCoR will need to confirm to VCS whether the problem has been solved and, if so, that the Ticket may now be closed. A Ticket will

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be closed only with the agreement of VCS and the DCoR. A DCoR will be deemed to have agreed that the Ticket is to be closed if the DCoR fails to respond to contact attempts made to the DCoR by VCS.

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EXHIBIT A

VENTEK STANDARD PRODUCT WARRANTY

VENTEK INTERNATIONAL warrants that, under normal conditions of use and service, products and software covered by this warranty shall be free from significant defects in material and workmanship. Normal conditions include following the routine and preventive maintenance schedule detailed in the manual. For a manufactured Revenue collection Device, new parts, or software, this warranty is for a period of 12 months from date of shipment as determined by our manufacturing serial number. The terms contained herein apply exclusively to purchases made after December 1, 2016.

This warranty is in lieu of any other warranties, express or implied, oral or written, including but not limited to, warranties of merchantability or of fitness for a particular purpose. VENTEK INTERNATIONAL will repair or replace any part of its equipment or software which proves to be defective during normal use and service during the warranty period. Within the first thirty (30) days of shipment VENTEK INTERNATIONAL will provide a direct exchange. After the first (30) days of shipment, VENTEK INTERNATIONAL will provide warranty repair service. If an item is found to be unrepairable, a replacement part will be supplied. Simply call the VENTEK INTERNATIONAL service department to arrange for service and receive a Return Merchandise Authorization (RMA) number. Then ship or mail part or subsystem, postage paid, to VENTEK INTERNATIONAL.

Your unit will be shipped or mailed, postage paid, by VENTEK INTERNATIONAL immediately upon repair of the returned unit. If circumstances exist that the customer desires to have a warranty loaner part, arrangements can be made at the same time arrangements are made for service. There will be a flat, monthly rate charge for loaner parts.

Complete written information must be supplied to VENTEK INTERNATIONAL giving the model and serial numbers, or outof-warranty date, and a description of the malfunction. Repairs in the manner and for the period described above shall constitute the exclusive remedy and fulfillment of all liability of VENTEK INTERNATIONAL to the purchaser, whether based on contract, negligence, breach of warranty, or otherwise. VENTEK INTERNATIONAL shall not be liable for consequential, special or incidental damages, or damage resulting from electrical overload, negligence, accidents, vandalism, or Natural Disasters.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VENTEK INTERNATIONAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF VENTEK INTERNATIONAL'S BREACH OF THIS WARRANTY OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT.

This warranty is given only for direct purchases from VENTEK INTERNATIONAL or authorized agent. No person is authorized to increase VENTEK INTERNATIONAL'S obligation beyond the warranty given herein.

TYPE OF SERVICE	WARRANTY PERIOD
Warranty Repaired Unit	Balance of Warranty Period or 60 days, whichever is greater
Warranty Replacement Unit	Balance of Warranty Period or 60 days, hichever is greater
Warranty Loaner Purchased by Client	30 days

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No Charge Repaired Unit	30 days
SRO Repaired Unit	60 days
Refurbished Unit	30 days
Loaner Purchased by Client	30 days

EXHIBIT B

Warranty and Support Plan Descriptions

VenTek International products are protected for one year from the date of original purchase against defects in workmanship and materials pursuant to our Standard VenTek Product Warranty. Parts that prove to be defective within the first one-year warranty period will be repaired or replaced at the option of VCS.

Every system includes the SVPW; however, Direct Clients may elect to take advantage of VCS's enhanced support offerings, as well.

After the SVPW has expired, Direct Clients may choose to pay for support on a per service request basis (phone, email, or onsite) or purchase a VCS's Support Plan.

Support plans are purchased on a per machine basis. Each of VCS support plans are described below and are subject to the general comments set forth below.

Extended Warranty

The Extended Warranty is an enhanced version of the Standard Warranty. This guarantees that defective components will be repaired, if possible, or replaced at VenTek's discretion. This warranty is effective for 12 months after the Standard Warranty Expires. This plan includes:

- Repair or replacement of defective components at VenTek's discretion
- Assistance with Rate Table modifications
- Unlimited technical support during business hours (M-F 8AM-5PM PST)
- 24/7 access to the online customer support center
- Discounted training
- Discounted on-site support labor
- Can be extended for up to 7 years

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First pay station is \$900.00; each additional pay station will be charged as follows:

Non Change Giving Machine - \$500.00 per pay station

Change Giving Machine - \$600.00 per pay station

Note: Onsite services are not included in this warranty and will be billed separately. This warranty does not cover damage from vandalism, or natural disasters.

Loaner Package (Only available with purchase of Extended Warranty)

The Loaner Package ensures that a working part will be shipped to the customer within 24 hours (1 business day) of an RMA request, should a major component fail. The customer may utilize this loaned part until their component is repaired. Once the repaired component is returned, the customer will ship the loaned item back to VenTek. This warranty is effective for 12 months after the Standard Warranty Expires. This plan includes:

Unlimited use of the loaned component until original component is fixed and returned ☐ No cost, one-way, next day shipping of loaner parts to direct clients

\$400.00 per pay station in addition to the Extended Warranty rate

VenTek recommends purchasing a Spare Parts Package. Please contact Client Services for more information and a discounted rate.

Note: Onsite services are not included in this package and will be billed separately. This warranty does not cover damage from vandalism, or natural disasters.

Technical Support Plan

The Technical Support Plan provides direct telephone and online access to the VenTek Customer Support Center. VenTek's Customer Support operates M-F 8AM - 5PM PST. Each support request is assigned an individual case number, used to track progress from beginning to end. Rate Table changes and CCU configurations are NOT included in this plan. This plan includes:

Unlimited technical support during business hours (M-F 8AM-5PM PST)
24/7 access to the online customer support center ☐ Assistance with existing Rate Table modifications

Pricing based on pay station quantity and Rate Table support.

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VenTekInternational

EXHIBIT C

Response Guidelines

The table below represents guidelines for VCS's responses to requests received for assistance. VCS's objective is to meet the guidelines for 75% of requests received.

Times shown represent time elapsed from initial call or email to VCS requesting assistance. A business day is Monday - Friday, 8am to 5pm Pacific Time, excluding holidays.

Ticket Case Severity	Target Response Time	Target Escalation to Development/Engineering if necessary	Action Plan	Target Resolution** (may include temporary fix w/permanent to follow)
EMERGENCY	2 HOUR	4 HOURS	8 HOURS	24 HOURS
URGENT	4HOUR	8 HOURS	24 HOURS	48 HOURS
NORMAL	24 HOURS	3 BUSINESS DAYS	5 BUSINESS DAYS	10 BUSINESS DAYS
LOW	48 HOURS	5 BUSINESS DAYS	10 BUSINESS DAYS	NEXT SCHEDULED RELEASE

** The times listed in this chart are targets only and are not a guarantee that VenTek will respond or resolve an issue within the target time**

Emergency: Client's unit(s) is down or performance is severely impacted due to, but not limited to, data loss or data corruption. No other work can continue until the issue is resolved. No workaround is yet available.

Urgent: The product's function or network operations are impaired or unavailable. The client can still address other related issues, but a valid workaround is not yet available.

Normal: A system or product function might have failed, but workflow is not impacted at the systems level. VenTek Technical Support knows about the issue and/or a workaround is available.

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Low: The client acknowledges that the issue is non-critical and considers resolution within the next maintenance or major release adequate. The customer can submit through Tech Support a Request for Enhancement (RFE) to modify existing products.

Information Required for Support

You should be ready with the following information when contacting VenTek Support, either via phone, e-mail or Web:

- VenTek product serial number and unit(s) name
- Service contract number or/and SRO number
- Unit controller(s) firmware version level
- Detailed problem description
- The issue priority level that you believe is applicable

Contact Information

Via Web: www.ventek-intl.com - Customer Support tab

Via phone: Within U.S. & Canada; (707) 773-3373

Via e-mail: support@ventek-intl.com

Via Fax: 1-707-773-3381

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VenTekInternational

EXHIBIT D

FEES

STANDARD PRICING	PRICE
<p>Telephone or Email Support: During regular business hours (Monday- Friday, 8am to 5pm Pacific Standard Time, excluding holidays)</p> <p>Outside regular business hours</p>	<p>\$100 an hour, billed in 15 minute increments</p> <p>\$150 an hour, billed in 15 minute increments</p>
Repair Pricing (in-shop)	\$100 per hour
Loaner Components	\$150 per month
Onsite Support (including training & installation)	Since each site & order is unique, your Sales Associate or Client Services Representative will provide pricing for your individual needs.

Note: Fees for active support plans will not change during the term of the plan. Plan terms are for a period of 12 calendar months unless otherwise stated in the plan description. Fees are subject to change on new and renewing plans. We are also happy to tailor support to meet your specific needs. If you would like to discuss your unique situation and receive custom pricing for a tailored plan please contact us at (707) 773-3373. *VenTekInternational*

Alfred McKethan / Pine Island Park

**ADDRESS:**

10840 Pine Island
Drive
Spring Hill, FL 34607

AMENITIES:

- Beaches
- Bird Watching
- Changing Rooms
- Concession
- Electricity
- Observation
- Parking Fee
- Pavilions
- Picnic Shelters
- Playgrounds
- Restrooms
- Showers
- Swimming
- Volleyball

Anderson Snow Park

**ADDRESS:**

1360 Anderson Snow
Rd.
Spring Hill, FL 34609

AMENITIES:

- Baseball/Softball
- Bicycle Trail
- Concession
- Electricity
- Lighted Fields
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Soccer/Football
- Walking Trail

Bayport Park

**ADDRESS:**

4140 Cortez Blvd
Spring Hill, FL 34607

AMENITIES:

- Bird Watching
- Boat Ramp
- Canoe/Kayak Launch
- Electricity
- Fishing Pier
- Observation
- Parking Fee
- Pavilions
- Picnic Shelters
- Reservations
- Restrooms

Coach Lorenzo Hamilton Sr. Park



ADDRESS:

899 Kennedy Blvd
Brooksville, FL 34601

AMENITIES:

- Activity Center
- Baseball/Softball
- Basketball
- Concession
- Electricity
- Lighted Fields
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms

Cypress Lake Preserve



ADDRESS:

S.R. 50 and Ridge
Manor Blvd
Ridge Manor, FL
33525

AMENITIES:

- Bird Watching
- Walking Trail

Delta Woods Park

**ADDRESS:**

3400 Deltona Blvd.
Spring Hill, FL 34606

AMENITIES:

- Activity Center
- Basketball
- Bocce Ball
- Concession
- Electricity
- Gazebos
- Horseshoes
- Lighted Fields
- Pavilions
- Pickle Ball
- Picnic Shelters
- Playgrounds
- Reservations
- Restrooms
- Shuffleboard
- Soccer/Football
- Tennis
- Volleyball
- Walking Trail

Appendix 1

Ernie Wever Youth Park

**ADDRESS:**

19473 Youth Drive
Brooksville, FL 34601

AMENITIES:

- Activity Center
- Baseball/Softball
- Basketball
- Concession
- Electricity
- Lighted Fields
- Pavilions
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Soccer/Football

Appendix 1

Fickett Hammock Preserve

**ADDRESS:**

Enter off Centralia
Road before Citrus
Way
Brooksville, FL 34614

AMENITIES:

- Bird Watching
- Walking Trail

Hernando Park



ADDRESS:

205 East Fort Dade
Ave
Brooksville, FL 34601

AMENITIES:

- Band Shell
- Electricity
- Pickle Ball
- Playgrounds
- Reservations
- Tennis

Appendix 1

Hill N Dale Park



ADDRESS:

6460 Boxwood St.
Brooksville, FL 34602

AMENITIES:

- Basketball
- Electricity
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Restrooms

Jenkins Creek Park



ADDRESS:

6401 Shoal Line Blvd
Spring Hill, FL 34607

AMENITIES:

- Bird Watching
- Boat Ramp
- Canoe/Kayak Launch
- Fishing Pier
- Parking Fee
- Picnic Shelters
- Restrooms

Lake Townsen Regional Park



ADDRESS:

28011 Lake Lindsey
Road (CR 476)
Brooksville, FL 34601

AMENITIES:

- Baseball/Softball
- Basketball
- Bicycle Trail
- Bird Watching
- Boat Ramp
- Electricity
- Fishing Pier
- Horse Trail
- Horseshoes
- Observation
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Reservations
- Restrooms
- Volleyball
- Walking Trail

Linda Pedersen Park @ Jenkins Creek



ADDRESS:

6300 Shoal Line Blvd.
(CR595)
Spring Hill, FL 34607

AMENITIES:

- Activity Center
- Beaches
- Bird Watching
- Canoe/Kayak Launch
- Electricity
- Fishing Pier
- Pavilions
- Picnic Shelters
- Playgrounds
- Reservations
- Restrooms
- Showers
- Swimming

Lonnie C. Coburn Park

Appendix 1

Appendix 1



ADDRESS:

19340 Oliver Street
Brooksville, FL 34601

AMENITIES:

- Pavilions

Nobleton Wayside Park



ADDRESS:

29061 Lamkin Dr
Nobleton, FL 34601

AMENITIES:

- Basketball
- Boat Ramp
- Canoe/Kayak Launch
- Picnic Shelters

Pioneer Park/Stewy's Skate Park



ADDRESS:

6799 Pinehurst Dr
Spring Hill, FL 34606

AMENITIES:

- Basketball
- Concession
- Open Play Area
- Picnic Shelters
- Playgrounds
- Restrooms
- Skateboarding
- Volleyball

Appendix 1

Ridge Manor Community Park



ADDRESS:

34030 Ridge Manor
Bvd
Ridge Manor, FL
33525

AMENITIES:

- Baseball/Softball
- Basketball
- Concession
- Electricity
- Gazebos
- Lighted Fields
- Open Play Area
- Pavilions
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Volleyball
- Walking Trail

Rogers Park



ADDRESS:

7244 Shoal Line Blvd
Spring Hill, FL 34607

AMENITIES:

- Beaches
- Bird Watching
- Boat Ramp
- Canoe/Kayak Launch
- Concession
- Parking Fee
- Picnic Shelters
- Playgrounds
- Restrooms
- Showers
- Swimming
- Volleyball

Rotary Centennial Park



ADDRESS:

10375 Sandlor Street
Spring Hill, FL 34608

AMENITIES:

- Dog Areas
- Parking Fee
- Picnic Shelters
- Restrooms

Veterans Memorial Park

**ADDRESS:**

12254 Spring Hill Dr
Spring Hill, FL 34609

AMENITIES:

- Baseball/Softball
- Concession
- Electricity
- Lighted Fields
- Open Play Area
- Picnic Shelters
- Playgrounds
- Press Box
- Reservations
- Restrooms
- Soccer/Football
- Walking Trail

Appendix 1