



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
May 06, 2025, 6:00 PM
Agenda

Mayor: Gerald Greer

Council Members: Tim Adkins, Nicole Binkley, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) April 1, 2025, Regularly Scheduled Workshop Meeting Minutes

REPORTS

2. ATTORNEY: **Jennifer Noe**
3. PROJECT UPDATE: **Josh Wright**
4. CITY RECORDER: **Mary Molepske**
5. CODES DEPARTMENT: **Allen Nicholson**
6. COURT DEPARTMENT: **Cynthia Hollingsworth**
7. FINANCE DEPARTMENT: **Jamie Winslett**
8. FIRE DEPARTMENT: **Chief Walker**
9. HUMAN RESOURCE DEPARTMENT: **Violet Black**
10. PARKS DEPARTMENT: **Anthony Clark**
11. POLICE DEPARTMENT: **Chief Ray**
12. PUBLIC WORKS DEPARTMENT: **Clint Biggers**
13. TECHNOLOGY DEPARTMENT: **Justin Wheeler**
14. THRIVE 55+ DEPARTMENT: **Tammany Carter**

UNFINISHED BUSINESS

- [15.](#) ORDINANCE 639: Budget Amendment \$ 45,372.00 - New Patrol Car -2nd Reading

NEW BUSINESS

16. Bruce's Buddies - Jody Vann
- [17.](#) CONTRACT: Fire Contract with the County
- [18.](#) CONTRACT: Elevator Service and Inspection - Station 1
- [19.](#) CONTRACT: Annual Fire Alarm Inspection and Monitoring - New City Hall & Continued for Fire Station 1 & Fire Station 2.
20. TCRS rates for 2025/2026
21. TCRS - Hazardous Duty Cost
22. Insurance Rate Discussion: BC/BS and Lincoln
- [23.](#) RESOLUTION 2025-21: LEGAL SERVICES AGREEMENT
24. Speed Limit Discussion - Councilman Michael Smith

- 25. Parks Advisory Board Update: Councilman Michael Smith
- 26. CONTRACT: Jenkins and Mauldin CPA
- 27. CONTRACT: Cintas - supplies for all city buildings
- 28. CERTIFICATE OF COMPLIANCE: Change of Ownership - Jackson Liquors

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

April 01, 2025, 6:00 PM

Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:17 p.m.

ROLL CALL

Mayor Greer
Councilman Tim Adkins
Councilwoman Binkley
Vice Mayor Chris Kerrigan
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

APPROVAL OF AGENDA

A motion was made by Councilwoman Binkley, Seconded by Councilman Thompson, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. March 4, 2025, Regularly Schedule Workshop Minutes

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the March 4, 2025, minutes. All approved by voice vote.

PUBLIC FORUM

NONE

APPROVAL OF MINUTES

2. ATTORNEY: **Jennifer Noe**

She does not have anything that is not already on the agenda.

3. PROJECT UPDATE: **Josh Wright**

The concrete curb installation will begin on Wednesday (weather permitting). The job site trailer is being moved soon. All metal canopies will be finished this week. Parking lot light pole bases will be installed this week. Above ceiling electrical inspection is completed and approved. Above ceiling plumbing inspection is completed and approved. Lavatory sinks and toilets will be installed this week. Interior doors will begin installation this week. Interior signage will be installed next week.

4. CITY RECORDER: Mary Molepske - **ABSENT**

5. CODES DEPARTMENT: **Allen Nicholson**

Allen gave the council members a packet that has 87 items on it so he will only go over the highlights from the packet. We were down on permits this month. 3 permits and 44 inspections completed. We have 72 open and pending property maintenance code-related cases. Revenue collected up to this date \$ 106,153.34. Allen and Gary attended the International Code Council annual conference. The planning commission will hear about a new commercial development at the next meeting and there is a preliminary concept packet online if the council members would like to look at it. We updated our 5-year strategic plans for the Building and Codes Department. Allen had a meeting with the Finance Director Jamie for the 2025-2026 budget. Assisted the Mayor with performance evaluations. We had a BZA meeting for the setback variants and approved for 2 new habitats for humanity homes which got rid of one of the homes that needed to be demoed. Got the mismatched bricks stained on the New City Hall Building. Allen attended the trail grant meeting with AC. Allen met with AC and Pyro Fireworks to discuss the Summerfest show this year. Met with Joe and Justin to plan the visual and audio equipment

the New City Hall. 202 N. Main Street has been cited for multiple violations and running 2 illegal businesses. Allen and the mayor had a meeting with staff about the items we will need for the new city hall, and we will continue those meetings. Worked on a job description for the new building inspector opening. Allen and mayor Greer had a meeting with CEMC about the lighting and have a solution in place. The street lighting will be lowered from 170 lumens to 70 lumens and there is a globe that can be attached upon request.

6. COURT DEPARTMENT: **Wendy Waller**

We have court this week. Judge Smith will have his first Court date. We conducted our first bilingual traffic school, and it went well. We had around 10 participants. We are still sorting and packing for the move. Our department has signed up for a court conference on April 10th & 11th. We conducted a regular traffic school with 27 attendees.

7. FINANCE DEPARTMENT: **Jamie Winslett**

Emailed the finance report showing revenues versus expenses, fund balance, cash on hand and loan information and gave an update on the finance department. Gave update on what her departments are working on. Allen and Jamie had a meeting with the Director of the State Comptroller and the State Comptroller office Budget analysis. We close on the final WWTP loan on Thursday. I will go to Kingston Springs and remote in to get more accomplished. The CPA will be in Thursday or Friday next week.

8. FIRE DEPARTMENT: **Chief Walker**

We answered 91 (911) calls to the public in the month of March. There were a couple of significant calls out of the 91, there was a large brush fire in our rural area off the Bearwallow Community and it ended up being a 6-hour call and we had to have Forestry come and 2 other fire departments to help. There was an electrical fire at the Waters of Cheatham. We evacuated one wing with no injuries. We have saved quite a bit of money because some of our firefighters are mechanics and have done most of the repairs. We have been notified by FEMA through our EMA Director that we will receive a \$5,500.00 ventilation fan and 4 ballistic vests. We had some problems with one of the Tornado Sirens, but it is up and running now. We are working on locations for the 2 new sirens.

9. HUMAN RESOURCE DEPARTMENT: **Violet Black**

Violet has been working on the pay Study. She attended a meeting with the mayor, Allen, and Joel from cisco. We had a police car totaled from a deer accident. A bridge on the trail collapsed and we are waiting for the engineering expert to come out before we can start any of the repairs. I am working on insurance for property and liability for next year. I have been working with TCRS over some issues and to go over the supplement for the emergency personnel. Researching Fidelity Bonds for employees. We had 5 new hires last month and 2 of them I used the full background process, and it worked wonderfully.

10. PARKS DEPARTMENT: **Anthony Clark**

All Spring sports have started. We hosted the Nashville Track Club half marathon with 200 participants this year. The Parks Department attended a maintenance class in Gallatin. We hosted our first Daddy/Daughter and Mother/Son dances. We met with Pyro Fireworks about the Summerfest show. We replaced an exhaust fan at the Tennis Court restrooms. One of them caught fire and we are lucky we did not lose the building. We had a couple of Trail Grant meetings with Kimley Horn and TDOT. We made improvements at the Sycamore Harbor Trailhead to make it ADA compliant. Meeting with Justin and Andre from Modern to discuss the cameras at Riverbluff Park. We had several permits for events and pavilion rentals. We cleaned up trees on the Trail from storms. The bridge that collapsed is the closest to the Cheatham Dam Campground. We cannot start the clean up until after the expert from insurance does their investigation.

11. POLICE DEPARTMENT: **Chief Ray**

We had an officer resign. We hired a certified officer for the officer that left. We have 1 position left to fill and we have 1 graduate from the academy and 2 that have another week left and they will all be ready to work. Answered 1,067 calls to the public last month.

12. PUBLIC WORKS DEPARTMENT: **Billy Harris**

We installed our new meter reading tablets and got them figured out with the ladies in the office. We have new meters that we are changing as we go. The street Department have been helping Parks with a few things. We had our Tank Bid opening last Thursday. The sewer plant looks good and is scheduled for completion. We have a sewer station down and the guys have been working on it since last night.

13. TECHNOLOGY DEPARTMENT: Justin Wheeler

I met with Clinton from Solomon Builders to go over details with the outlets at the new city hall. I worked with Tyler Technologies for Credit card issues. I had meetings with Cumberland Connect and Modern to get the cameras at Riverbluff Park. Got internet set up for the new city hall.

14. THRIVE 55+ DEPARTMENT: Tammany Carter

We had 1, 823-member check-ins. Increase is 234 more than February. We served 351-member meals. The new program coordinator started on March 17th. I sent the letter of intent for project diabetes. I was invited to apply, and it will be submitted on April 25th. Brandon, who is laying the floors, he advised to paint before the floors are down. I submitted 3 bids, and Brandon is one of them. He is the lowest bid and will work around the center to cause the least amount of invasion to the center. Tech goes home course had 7 members complete the course. I have been working on the first day trip we have had since I took over. We will attend Sunday Morning Breakfast in June. Karaoke in March was a hit so we will do it again this month. I attended a GNRC training course for Monomi which is a program we use for our senior applicants for the state. We are working on a Dementia Presentation. I attended a ribbon cutting for Insight Counseling. The annual picnic is scheduled for Friday May 9th. Getting ready to promote Paint the Town Purple

UNFINISHED BUSINESS

15. ORDINANCE 634: Rezone 111 Boyd Street - 2nd Reading
Allen Nicholson advised: This is the property presented by Emad at the last council meeting and they would like to get the Zoning changed to R-4 PUD.
16. ORDINANCE 635: Rezone 570 Main Street - 2nd Reading
Allen Nicholson advised. Stratton is building a single-family home on this property and would like to remove the PUD from the R-3 zoning.
17. ORDINANCE 636: Rezone 113 Ruth Drive - 2nd Reading
Allen Nicholson advised: This property has asbestos, and they have already gotten some pricing on handling it safely to get the existing home torn down. We are hoping to get it cleaned up and they are willing to spend the money and do it.
18. ORDINANCE 637: Standard Speed Limit in Ashland City
Attorney Noe advised: This was the board's request to change the speed limit throughout the city to 25 MPH to calm traffic on neighborhood streets before considering other options. If a street is already marked at a lower speed it will remain at the posted speed.
19. ORDINANCE 638: Standards for approving speed bumps
Attorney Noe advised: This is to establish a process and guidelines to how a neighborhood can request speed bumps moving forward. There must be more than just one neighbor who is requesting them. We would like to investigate speed cushions instead of the bumps.

NEW BUSINESS

20. RESOLUTION 2025-17: Naming the New Courtroom
Attorney Noe advised: We would like to name the new courtroom in Honor of Judge Stinnett. When he passed, he was the oldest sitting Judge in the State of Tennessee. The courtroom will be dedicated as the James W. "Bill" Stinnett JR Courtroom.
21. RESOLUTION 2025-18: Cheatham County Rodeo Donation
Attorney Noe advised: she believes that Kellie Ellis from the Chamber of Commerce will be coming before the Council on the 8th to ask for this donation. It was advertised in the paper in

the anticipation she will be asking. At each of the shoots they will have a sponsor's name on it, it would be nice to have our town on one of them since it is being held here at the fairgrounds.

22. U.S. Army Corps of Engineers Contract Renewal - Parks Department
Anthony Clark advised: This is the step before the contract renewal, and they have already come out and looked at everything. Once we get this back to them, they will renew the contract for another 20 years.
23. Clarke Power Gen Contract - Fire Department
Chief Walker advised: We have our generators serviced 2 times per year at station 1 and station 2. They are now offering a 3-year agreement, and I am recommending that. It would make it much easier.
24. MG Group - Renewal Contract – Auditors
Jamie Winslett advised: I did not know that it was required to have a contract well in advance of the upcoming audit. I found this out in my meetings with Kellie. It is a little late in the process of trying to find someone new and thought they may do a better job once we get everything straight to stay with them because the odds are high that we will not be able to get someone else since everyone else is already through the process. I will call around if you would like me to, but I recommend we stay with them for at least one more year.
25. RESOLUTION 2025-19 - Mid-Cumberland Transportation Agreement.
Tammany Carter advised: They have a grant that pays the members to get rides to the center. They charge \$ 2 in the city and \$ 3 in the county. The grant usually runs out just before the end of the fiscal year around May or June and they ask us to pay the cost of the rides when their money runs out.
26. Painting Quotes - Senior Center
Tammany Carter advised: Brandon, who is installing our floors, asked that we get the painting completed before the new floors are installed. This money comes from our Major grant award of \$ 64,000. I did go back and ask for updated quotes from the 2 we had last year. I also added Brandon's quote who is doing the floors, and he was the lowest and will work around the center's hours.
27. ORDINANCE 639: Budget Amendment \$21,000.00 for a new patrol car
Chief Matlock advised: We had a patrol car involved in a deer crash and it was totaled. We will receive a little less than \$ 26,000 from insurance. To replace the car, we would need to ask for \$ 21,000 and the dealership has one on the lot we can have now and transfer the equipment rather than ordering a car and wait 10 months or longer.
28. Award the Industrial Water Tank bid
Billy Harris advised: There was only 1 bidder, and he gave a bid for an A and B for 2 different styles of tanks. We will stay with the A style because it is what we already have, and it was the lower bid. We budgeted 3 million for it and it came in at \$ 3, 101, 970.00 so we would need to ask for the additional money.

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

NONE

OTHER

29. RESOLUTION 2025-20: To Reimburse Funds to the Enterprise Account.
Attorney Noe advised: This is money we received under the Rescue Plan Act during Covid. In a past resolution the board previously wanted to use this money for WWTP. The money never got expended and we paid for it out of our funds, and we would like to add it back to reimburse ourselves.
30. Railroad Agreement

Anthony Clark advised: This is another agreement with RJ Cormon. This is for the new part of the trail that we've been working on for the last several years. This agreement is requesting that we keep them in the loop of what we are doing and keep them up to date.

Attorney Noe asked: Are they making any improvements?

Anthony Clark: We would be.

Attorney Noe: Do we have grant money to pay for the improvements?

Anthony Clark: 80% and we would pay it up front and submit our receipts to get reimbursed.

Attorney Noe: What is the cost?

Anthony Clark: A little over a million dollars.

Councilman Young: What section are you talking about?

Anthony Clark: It is between the bypass and Chapmansboro Rd. It has a bridge going over Chapmansboro Rd.

Councilman Young: What about the abandon rail bed that runs between the Tennis Courts and the Baseball Fields? What is happening with that?

Anthony Clark: That is going to be the next phase of the project. We had that phase allotted with TDOT but they wanted us to be done with that section before we even got started on it. We had to let it go back and we will have to reapply for it again and it would not harm us to let it go back. That section will be easier because there is no bridge, and we would just clear it up and gravel and pave it.

Councilman Young: It connects parks too, so that is something we need to be pushing.

Anthony Clark: Correct, that section will go from the bypass on the south end going to John's Park or midway area.

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:15 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

Ordinance No. 639
An Ordinance of the
Town of Ashland City, Tennessee

Amending the Fiscal Year 2025 Budget

- WHEREAS** the governing body adopted the fiscal year 2025 budget by Ordinance Number 625 on July 30th, 2025; and
- WHEREAS** the budget was submitted to the Tennessee Comptroller's Division of Local Government Finance for approval; and
- WHEREAS** pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and
- WHEREAS** the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and
- WHEREAS** the Town of Ashland City needs to replace a 2021 Ford Police Interceptor SUV, vehicle 816, VIN 1FM5K8AB3MGB72272. The vehicle was involved in a collision on March 13th, 2025, resulting in a total loss. As such, the Mayor and Council wish to amend the 2025 budget for the purchase of a 2025 Ford of the same make and model with monies from fund balance. The result is an increase in expenditures and a decrease in fund balance. Insurance recovery revenue is \$27,089.72. The result is an increase in revenue.

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2025 budget.

Fund Name: General				
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
42100-900	Capital Outlay	\$332,000.00	\$45,372.00	\$377,372.00
110-36350	Insurance Recoveries	\$0.00	\$27,089.72	\$27,089.72

SECTION 2. Now, therefore, be it resolved that this ordinance shall take effect 20 days upon final passage.

Voting Yay _____

Voting Nay _____

Signed _____

Printed Name _____, Mayor

Signed _____

Printed Name _____, City Recorder

Date of First Reading: _____

Date of Second Reading: _____

CONTRACT FOR EMERGENCY SERVICES

THIS CONTRACT is made and entered into as of the 1st day of July 2025 by and between Cheatham County, a political subdivision of the State of Tennessee (hereinafter referred to as "County") and the Town of Ashland City, a municipal corporation (hereinafter referred to as "Town") acting by and through the Ashland City Fire Department ("ACFD").

WHEREAS, County has created a County-Wide Fire Department pursuant to Tennessee Code Annotated 5-17-101 *et seq.*; and

WHEREAS, pursuant to Tennessee Code Annotated 5-17-102 (a)(7)(B), County desires to contract with Town to provide fire protection, emergency medical first responder and rescue services for an area in the County which is described as follows:

The area shown on the attached Exhibit A – Map of Fire Department Service Areas as the service area for ACFD. Such referenced area shall hereinafter collectively be referred to as the "Ashland City Rural Fire District"; and

WHEREAS, Town has agreed to provide fire protection, emergency medical first responder and rescue services for the Ashland City Rural Fire District.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to each, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. The Town will provide fire protection, emergency medical first responder and rescue services to the above-referenced area known as the Ashland City Rural Fire District
2. The Town will answer fire, medical first responder and rescue service calls in the Ashland City Rural Fire District will, to the best of the Town's ability, respond with suitable fire-fighting apparatus and equipment accompanied by members of the fire department who will render all assistance possible in the saving of human life and property and in rendering any special service function.
3. The original term of this agreement shall commence on July 1, 2025 and shall end on June 30, 2029.
4. The parties agree to the following for the Ashland City Rural Fire District.
 - A. A service fee as set forth in Exhibit B, shall be paid annually by the County to the Town to provide fire protection, emergency medical first responder and rescue services in the Ashland City Rural Fire District.
 - B. In addition, Town response and supplement response as specified in Cheatham County Dispatch Guidelines on calls within the Pleasant View Rural Fire District as such is designated in Exhibit A.
 - C. The Emergency Service Number ("ESN") in the County's E-911 system will be configured

so that ACFD is the first responder to incidents requiring dispatch in the following area without regard to the otherwise applicable fire district: Hwy 49 E from Cunniff Drive to Sycamore Creek, Valley View Road from Bandy Road to the Davidson County line and all roads in that span, (Henley Road, Lisa Lane, Wanda Lane, Allen Lane, and Biota Trail) and all life threatening calls on the Cumberland River inside of Cheatham County.

5. The County shall compensate the Town for the fire protection, emergency medical first responder and rescue services as set forth in Exhibit B attached hereto, with one-half being paid on or before January 15 of each year of the contract and the remaining one-half being paid on or before March 15 of each year of the contract.
6. The County will additionally reimburse the Town for staffing at a specified fire station or stations in the amounts and subject to the terms set forth in Exhibit C attached hereto.
7. In addition to the fees set forth above, the county agrees, for the period of this contract, to provide \$200,000.00 annually to the County Fire Chief. This will be distributed annually by the County Fire Chief to the various Fire Departments and Fire Association for rural fire protection on or after October 1st of each year during the term of this contract.

The annual distribution from the County Fire Chief shall be as follows:

a.	Ashland City Fire Department	\$55,000.00
b.	Kingston Springs Fire Department	\$27,500.00
c.	Pegram Fire Department	\$27,500.00
d.	Pleasant View Fire Department	\$55,000.00
e.	Fire Association	\$35,000.00
TOTAL		\$200,000.00

8. It is expressly understood that the Town has a combination of municipal personnel and volunteer firefighters comprising its fire department. No guarantee as to the level of service within the Ashland City Rural Fire District shall be created by virtue of this agreement. The failure to furnish fire protection, emergency medical first responder and rescue services as agreed because of weather, road conditions, or the unavailability of equipment or personnel or as a result of the Town's response to other calls, shall not be taken as a breach of this agreement. The decision of the Chief of the Town, or other fire department officer in charge, not to respond to a fire call or special service call in the Ashland City Rural Fire District because of an existing emergency within the city limits of Ashland City shall be final. However, the Chief of the Town or other fire department officer in charge shall seek any mutual aid assistance which is available from other fire departments to respond to calls that are not being answered for any existing emergencies within the Ashland City Rural Fire District.
9. The Town shall endeavor to maintain the current Public Protection Classification ("PPC") rating from the Insurance Service Office ("ISO") within the Ashland City Rural Fire District. It shall not be a breach of this agreement if the PPC rating is raised by ISO due to circumstances beyond the control of the Town.

10. The County will make no claim against the Town for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by the negligence of the officers, agents, employees, or volunteers of the Town or its fire department.
11. The Town will make no claim against the County for injury, loss or damage of any kind whatsoever resulting from Town's response to a fire protection, emergency medical first responder and rescue services calls or special service function call of the County. If required by law, the Town will carry workman's compensation insurance protecting itself against damages to its employees or volunteers sustained while providing service to the County. The Town releases the County from any and all liability and claims for loss or damage as a result of any of the acts of its employees or volunteers in responding to calls for the County. The Town shall maintain liability insurance in an amount equal to the limits of liability established by the Tennessee Governmental Tort Liability Act (TGTLA). Nothing in this contract shall be construed as a waiver of any immunity, defenses or tort liability limits that the Town may have under TGTLA or other applicable law.
12. The Town shall cause to be conducted an annual audit of its accounts for the prior year provided pursuant to this contract. Said audit shall be performed by a licensed or certified auditor, and a copy of said audit shall be furnished to the County Mayor 30 days of its receipt by the Town.
13. The Town will not charge or solicit any donation, subscription or fire service fee, excluding fees billed to insurance companies for services actually rendered, to any person or entity situated within the Ashland City Rural Fire District.
14. Both parties herein are subject to and agree to abide by the Cheatham County Emergency Operations plan in all respects. The Town acknowledges that it has received and is in possession of said plan.
15. In keeping with the best interest of its organization and the fire districts it serves, ACFD will endeavor to increase staffing levels as well as reduce response times in the rural areas of the fire districts including, but not limited to, seeking Federal Grant programs for these purposes.
16. The Town shall be a participant in the NIMS (National Incident Management System) program and shall submit a yearly NIMS report to the Cheatham County Emergency Management Agency.
17. The Town shall comply with all State of Tennessee training laws pertaining to fire departments.
18. Upon full execution of this contract, and during the term hereof, the Town, as an emergency medical first responder, agrees to maintain a Memorandum of Understanding pursuant to the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulation Division of Emergency Medical Services, Chapter 1200-12-1, General Rules, and specifically, 1200-12-1-16, Emergency Medical First Responders, (2) (3). Said Memorandum of Understanding to provide for policies, procedures and protocol for the Town to render emergency medical care and responses wherein Cheatham County Emergency Medical Services, a department of County, shall be the primary provider.
19. The Town shall generate an incident report for each call answered and shall submit it to the State

of Tennessee Fire Marshall's Office using the Tennessee Fire Incident Reporting System (TFIRS) as required by Tennessee Code Annotated 68-102-111.

20. Notwithstanding that this contract is for a term of four (4) years, either party may terminate this agreement by giving notice to the other, in writing, at least twelve (12) calendar months prior to the termination date. Notice of nonrenewal shall be via certified mail, return receipt requested. Notice to the County shall be sent to the Office of the County Mayor.
21. At the end of the original four (4) year term of this contract, if no changes have been made to this contract, the County Mayor and Town may renew this contract for an additional term provided, however, the parties will negotiate any increase in the fees paid to the Town.
22. This agreement is subject to and will become effective upon execution of same and approval by the County Legislative Body as well as approval by the Town Mayor/Town Council of the Town of Ashland City, the welfare of Cheatham County requiring it.

IN WITNESS WHEREOF, the parties have hereunto set their hand in agreement as of the day and date first above written.

TOWN OF ASHLAND CITY

CHEATHAM COUNTY

Gerald Greer, Mayor

Kerry McCarver, County Mayor

Exhibit A

Map of Fire Department Service Areas

Exhibit B

Service Fee

ASHLAND CITY FIRE DEPARTMENT

1. **Service Fee from County to Ashland City for Fire & Rescue Service**

Period	Service Fee
July 1, 2025 – June 30, 2026	\$247,677.79
July 1, 2026 – June 30, 2027	\$255,108.12
July 1, 2027 – June 30, 2028	\$262,761.36
July 1, 2028 – June 30, 2029	\$270,644.20

The above reflects a 3.0% Annual Increase

2. **Annual Distribution from the County Fire Chief to Ashland City**

July 1, 2025 – June 30, 2026	\$ 55,000.00
July 1, 2026 – June 30, 2027	\$ 55,000.00
July 1, 2027 – June 30, 2028	\$ 55,000.00
July 1, 2028 – June 30, 2029	\$ 55,000.00

3. **Payment Due Dates**

50% payable on or before January 15 of each year of the contract
50% payable on or before March 15 of each year of the contract

4. **Late Fee Penalty**

Any payment not received within ten (10) days of a payment due date shall be subject to a late fee penalty in the amount of two percent (2%) of the payment amount.

Exhibit C

Ashland City Staffing Reimbursement

Station(s) to be staffed: 2857 Petway Road, Ashland City, Tennessee

Firefighter positions to be provided: 2

Maximum Reimbursement:

<u>Period</u>		<u>Maximum Reimbursement</u>
July 1, 2025 – June 30, 2026		\$167,200.00
July 1, 2026 – June 30, 2027		\$189,430.00
July 1, 2027 – June 30, 2028		\$211,660.00
July 1, 2028 – June 30, 2029		\$233,890.00

Terms:

1. Town will hire or maintain such employees as necessary to provide the equivalent of two (2) firefighters positions to reduce response times in the Ashland City Rural Fire District during the times specified herein. The staffing provided under this agreement may be stationed at either the Petway Road Station or the Town's fire station located at 200 Marrowbone Lane, Ashland City, Tennessee ("Fire Station 2") as determined by Town to best reduce response times in the Ashland City Rural Fire District with the understanding that the employees will be utilized at the best location based on calls, training and emergency situations that may arise. However, a sufficient number of employees to respond to calls will be stationed at the Petway Road Station for a minimum number of shifts each week alternating as follows: three (3) shifts in one week and two (2) shift the next week. For the avoidance of doubt, the parties agree that this means the minimum number of shifts at the Petway Station will alternate between three (3) shifts and two (2) shifts on a weekly basis. The Chief Officer of the Ashland City Fire Department may also temporarily move the employees to another location for the purposes of training, resupply, and emergency standby coverage. The town may employee such number of full and/or part-time employees as it deems appropriate to achieve the proscribed staffing level.
2. The staffing will be scheduled to provide coverage in twelve-hour shifts Monday through Sunday and the Town will have the discretion to determine the beginning and end of the coverage period to provide the most effective coverage.
3. All employees hired by Town to provide staffing pursuant to this agreement will have the appropriate training and certifications from the State of Tennessee to work as a firefighter. Such certifications will be, at a minimum, Fire Fighter I (as defined by the Tennessee Commission on Fire Fighting) and First Responder (as defined by the Tennessee Department of Health, Emergency Medical Services.)
4. The County will reimburse Town its actual staffing costs for the equivalent of two firefighter positions for up to 60 hours per position per week. Actual staffing costs will include wages, Social

Security taxes, Medicare taxes, unemployment taxes and Worker's Compensation Insurance premiums and may include medical insurance and retirement contributions for qualifying employees. Town will assign staff under this agreement in a manner to assure that the annual appropriation is sufficient to provide the required staffing for the entire budget year.

5. All funds payable under this Exhibit C are subject to annual appropriation by the Cheatham County Legislative Body. If during any budget year the appropriated funding is insufficient to cover the actual staffing costs, Town may proportionately reduce the weekly coverage hours to the level of funding available.
6. The County will reimburse Town quarterly and such reimbursement will be made within fifteen (15) days of receipt by the County of Town's reimbursement request.
7. Town will provide such utilization data to the County as necessary to evaluate the effectiveness of this staffing arrangement including date, time, and location of calls.
8. The employees hired to provide the staffing contemplated by this agreement will be deemed employees of Town and will not be considered employees of the County. Town will be solely responsible for the hiring of such employees and for the withholding and/or payment of all taxes and insurance, including Workers' Compensation Insurance, attributable to such employees.
9. The staffing reimbursement described in this Exhibit C may be terminated by either party by giving not less than sixty (60) days' advance notice.

Bronze Service Agreement



April 10, 2025

Purchaser: ASHLAND CITY FIRE DEPARTMENT
Address: 402 N MAIN ST
ASHLAND
CITY, TN 37015-1310

Location: ASHLAND CITY FIRE DEPARTMENT
Address: 402 N MAIN ST
ASHLAND CITY, TN

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Stops	Controller Manufacturer
Hydraulic	USV10344 05	2	Other

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine the equipment covered by this Agreement as necessary to promote the proper operation of those Units ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Performed Pursuant to TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing Service Visits and any other tasks that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's

Bronze Service Agreement



Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Part Repair/Replacement and Service Requests

This Agreement does not include the repair, refurbishment or replacement of any parts or components of your Unit(s). This Agreement also does not include the dispatch of our technician for any reason from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passenger's through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator ("Service Requests"). The repair, refurbishment or replacement of any parts or components of your equipment and any Service Requests will be separately billable to you at TK Elevator's standard billing rates including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job, with any Overtime work billed at our standard Overtime rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole

Bronze Service Agreement



option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

Bronze Service Agreement



This Agreement is effective for 60 months starting May 01, 2025. To ensure continuous service, this Agreement will be automatically renewed for successive 60 -month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60 -month period or at least 90-Days before the end of any subsequent 60 -month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the Bronze Services provided pursuant to this Agreement shall be \$90.00 per month, inclusive of all applicable sales and use taxes, before the application of any discounts as described below and any adjustments as described elsewhere in this Agreement. Once accepted, those applicable discounts will be applied throughout the life of this agreement.

Payment Plan

Billing Frequency	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$3.6	
Semi Annual	2%	\$1.8	
Quarterly	No Change	\$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Seven (7)	2%	\$1.8	
Ten (10)	4%	\$3.6	
Fifteen (15)	8%	\$7.2	

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due 30 days from the date marked on each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately

Bronze Service Agreement



report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it. If you have satisfied those conditions and we do not respond in writing or commence action to appropriately resolve your concern within that thirty (30) day period you shall then have the right to terminate this Agreement after providing our local branch manager with an additional thirty (30) days written notice via certified mail, return receipt requested, recognizing that time is of the essence with respect to this provision.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to

Bronze Service Agreement



assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Bronze Service Agreement



In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Bronze Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

**ASHLAND CITY FIRE DEPARTMENT
(Purchaser):**

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)
Derek Noe

(Signature of Branch Representative)

(Print or Type Name)

Colin Hill
General Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

1717 Elm Hill Pike Suite A1
Nashville, TN 37210

Thank you for choosing TK Elevator. We appreciate your business.

Abigail Sweat

Bronze Service Agreement



Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
ASHLAND CITY FIRE DEPARTMENT (From VIEW)	Hydraulic	USV10344 05	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

"Phone Monitoring" is selected for specific Units in the chart above and we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0.00 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

Bronze Service Agreement



TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Customer Portal & Mobile App setup form

Name:	Derek Noe		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	(615) 499-2958		
Email:	dnoe@ashlandcitytn.gov		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



RECURRING SERVICE AGREEMENT

1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | www.swc.net

INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address		Billing Address	
Name: Ashland City- City Hall		Name Town of Ashland City	
Street: 405 N. Main Street		Street PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
		State: TN	Zip: 37015
County: Cheatham		Billing Email accountspayable@ashlandcitytn.gov	
Email: DNoe@ashlandcitytr Derek Noe		Phone1: 615-792-4211 <input checked="" type="radio"/> Cell <input checked="" type="radio"/> Work	
		Payment Method: Credit Card <input type="checkbox"/> ACH <input type="checkbox"/>	
Recurring Services			
	Amount per Year	Notes	
Basic Monitoring (Intrusion/Fire/Video)	720.00	Cellular Fire Alarm Monitoring	
Alarm.com or DMP Interactive Services		Includes central station monitoring service	
Fire & Life Safety Inspections	1286.00	Annual Fire Alarm Inspection	
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans			
Managed Access Control			
Total	2006	Billing Annually	Amount:
Agreement & Authorization			
TERM AND RENEWAL: The initial term of this Agreement is for five (5) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.			
Company	Customer		
Submitted by: Sandi Scott	Customer Signature		
South Western Communications (SWC)	Customer Name (PRINT)		
Approved By*: Authorized SWC Representative	Title		
	Date		



RECURRING SERVICE AGREEMENT

1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | www.swc.net

INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address			
Name: Ashland City- City Hall		Panel Type: VS1-GD HW-AV-LTE-M	
Street: 405 N. Main Street		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
City: Ashland City	State: TN	Zip: 37015	Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly
Nearest Cross Street:		AC Failure <input checked="" type="radio"/> Normal <input type="radio"/> Critical	
Phone: 1. 615-792-4211 2.			
Email: dnoe@ashlandcitytn.gov			

Password (enter 3 - 10 characters in spaces provided)	Ashland1
Verbal Duress Code	XX

Local Emergency Response List (Office Use Only)		
Police	Fire	Medical
Contact List		
Contact Names (in order of preference)	Email	Phone Number
1. Derek Noe	dnoe@ashlandcitytn.gov	615-499-2958 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
2. Brian Biggs	bbiggs@ashlandcitytn.gov	615-642-9717 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
3. Chuck Walker	cwalker@ashlandcitytn.gov	615-533-8357 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
4.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
5.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
Notes (special instructions)		

Customer Authorization	
Customer Signature	
Date	Title

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial five (5) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

6. INDEMNIFICATION AND SUBROGATION WAIVER. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System.

especially when there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), or voice (or data) over the Internet ("VOIP") service, etc.; (D) regularly test the System, at least weekly, and whenever changes are made to telephone service for the Premises; and (E) immediately report any claimed inadequacy or failure of the System to the Company for repair service. Customer warrants that (i) the System and services specified in this Agreement are for Customer's own use and not for the benefit of any other party; (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

8. Takeover Systems. If contracted to do so, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's monitoring center. Company will advise Customer of required repair or replacement costs, if any, in order to so connect Customer's Pre-existing System. If Customer declines to pay the necessary repair or replacement costs, Company may cancel this Agreement without any liability to Company whatsoever. If Customer's Pre-existing System is connect to Company's monitoring center, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of such Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Service" discussed in paragraph ten (10). If Company takes over rendering services to a Pre-existing System, in whole or in part from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

9. Video Surveillance. If Customer purchased video surveillance services ("Video Surveillance") then Customer agrees to: (A) use the video surveillance services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; © provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

10. Interactive Services. If Customer purchased interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable systems, or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days after the date of billing; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with the terms of this Agreement.

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

20. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

21. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

22. License Numbers. ACT Security, Inc. (SWC) TN Alarm # C-0357

RECURRING SERVICE AGREEMENT

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INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address		Billing Address	
Name: Ashland City-Fire Station 1		Name Town of Ashland City	
Street: 402 N. Main Street		Street PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
			State: TN
			Zip: 37015
County: Cheatham		Billing Email accountspayable@ashlandcitytn.gov	
Email: DNoe@ashlandcitytr Derek Noe		Phone1: 615-792-4211 <input type="radio"/> Cell <input checked="" type="radio"/> Work	
		Payment Method: Credit Card <input type="checkbox"/> ACH <input type="checkbox"/>	
Recurring Services			
	Amount per Year	Notes	
Basic Monitoring (Intrusion/Fire/Video)	720.00	Cellular Fire Alarm Monitoring	
Alarm.com or DMP Interactive Services		Includes central station monitoring service	
Fire & Life Safety Inspections	1573.00	Annual Fire Alarm Inspection	
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans			
Managed Access Control			
Total	2293	Billing Annually	Amount:
Agreement & Authorization			
TERM AND RENEWAL: The initial term of this Agreement is for five (5) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.			
Company	Customer		
Submitted by: Sandi Scott	Customer Signature		
South Western Communications (SWC)	Customer Name (PRINT)		
Approved By*: Authorized SWC Representative	Title		
	Date		



RECURRING SERVICE AGREEMENT

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INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address			
Name: Ashland City-Fire Station 1		Panel Type: 4010 ES w/HWALTEM	
Street: 402 N. Main Street		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
City: Ashland City	State: TN	Zip: 37015	Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly
Nearest Cross Street: Washington Street		AC Failure <input checked="" type="radio"/> Normal <input type="radio"/> Critical	
Phone: 1. 615-792-4531 2.			
Email: dnoe@ashlandcitytn.gov			

Password (enter 3 - 10 characters in spaces provided)	Ashland1
Verbal Duress Code	XX

Local Emergency Response List (Office Use Only)		
Police	Fire	Medical
Contact List		
Contact Names (in order of preference)	Email	Phone Number
1. Derek Noe	dnoe@ashlandcitytn.gov	615-499-2958 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
2. Brian Biggs	bbiggs@ashlandcitytn.gov	615-642-9717 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
3. Chuck Walker	cwalker@ashlandcitytn.gov	615-533-8357 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
4.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
5.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
Notes (special instructions)		

Customer Authorization	
Customer Signature	
Date	Title

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial five (5) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

6. INDEMNIFICATION AND SUBROGATION WAIVER. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System.

especially when there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), or voice (or data) over the Internet ("VOIP") service, etc.; (D) regularly test the System, at least weekly, and whenever changes are made to telephone service for the Premises; and (E) immediately report any claimed inadequacy or failure of the System to the Company for repair service. Customer warrants that (i) the System and services specified in this Agreement are for Customer's own use and not for the benefit of any other party; (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

8. Takeover Systems. If contracted to do so, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's monitoring center. Company will advise Customer of required repair or replacement costs, if any, in order to so connect Customer's Pre-existing System. If Customer declines to pay the necessary repair or replacement costs, Company may cancel this Agreement without any liability to Company whatsoever. If Customer's Pre-existing System is connect to Company's monitoring center, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of such Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Service" discussed in paragraph ten (10). If Company takes over rendering services to a Pre-existing System, in whole or in part from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

9. Video Surveillance. If Customer purchased video surveillance services ("Video Surveillance") then Customer agrees to: (A) use the video surveillance services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; © provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

10. Interactive Services. If Customer purchased interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable systems, or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days after the date of billing; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with the terms of this Agreement.

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

20. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

21. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

22. License Numbers. ACT Security, Inc. (SWC) TN Alarm # C-0357

RECURRING SERVICE AGREEMENT

 1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | www.swc.net
INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address		Billing Address	
Name: Ashland City-Fire Station 2		Name Town of Ashland City	
Street: 200 Marrowbone Lane		Street PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
			State: TN
			Zip: 37015
County: Cheatham		Billing Email accountspayable@ashlandcitytn.gov	
Email: DNoe@ashlandcitytr Derek Noe		Phone1: 615-792-4211 <input type="radio"/> Cell <input checked="" type="radio"/> Work	
		Payment Method: Credit Card <input type="checkbox"/> ACH <input type="checkbox"/>	
Recurring Services			
	Amount per Year	Notes	
Basic Monitoring (Intrusion/Fire/Video)	720.00	Cellular Fire Alarm Monitoring	
Alarm.com or DMP Interactive Services		Includes central station monitoring service	
Fire & Life Safety Inspections	1467.00	Annual Fire Alarm Inspection	
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans			
Managed Access Control			
Total	2187	Billing Annually	Amount:
Agreement & Authorization			
TERM AND RENEWAL: The initial term of this Agreement is for five (5) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.			
Company	Customer		
Submitted by: Sandi Scott	Customer Signature		
South Western Communications (SWC)	Customer Name (PRINT)		
Approved By*: Authorized SWC Representative	Title		
	Date		



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INCOMPLETE AGREEMENTS WILL NOT BE AUTHORIZED OR PROCESSED

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address			
Name: Ashland City-Fire Station 2		Panel Type: SK 6700 w/HW-AV-LTE-M-2	
Street: 200 Marrowbone Lane		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
City: Ashland City	State: TN	Zip: 37015	Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly
Nearest Cross Street: Hwy 12 South		AC Failure <input checked="" type="radio"/> Normal <input type="radio"/> Critical	
Phone: 1. 615-792-4531 2.			
Email: dnoe@ashlandcitytn.gov			

Password (enter 3 - 10 characters in spaces provided)	Ashland1
Verbal Duress Code	XX

Local Emergency Response List (Office Use Only)		
Police	Fire	Medical
Contact List		
Contact Names (in order of preference)	Email	Phone Number
1. Derek Noe	dnoe@ashlandcitytn.gov	615-499-2958 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
2. Brian Biggs	bbiggs@ashlandcitytn.gov	615-642-9717 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
3. Chuck Walker	cwalker@ashlandcitytn.gov	615-533-8357 <input type="radio"/> Home <input checked="" type="radio"/> Cell <input type="radio"/> Work
4.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
5.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
Notes (special instructions)		

Customer Authorization	
Customer Signature	
Date	Title

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial five (5) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

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11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days after the date of billing; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

20. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

21. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

22. License Numbers. ACT Security, Inc. (SWC) TN Alarm # C-0357

RESOLUTION 2025-21
A RESOLUTION OF THE TOWN OF ASHLAND CITY
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT
RELATED TO THE AFFF PRODUCT LIABILITY LITIGATION

WHEREAS the Town of Ashland City is committed to delivering clean drinking water to its customers; and

WHEREAS the Town of Ashland City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS STAG LIUZZA, L.L.C. have put together a team of uniquely qualified and experienced attorneys (“the Firm”) who have joined together to assist public entities facing the challenges posed by potential per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination; and

WHEREAS the Town of Ashland City has determined it to be in the Town’s best interest to enter into the Legal Services Agreement with the Firm and pursue any settlement and other legal damage claims it may have related to PFAS in the AFFF Product Liability Litigation; and

WHEREAS the Town desires to authorize the execution of the as Exhibit “A”; and

NOW THEREFORE BE IT RESOLVED by the Town of Ashland City that the Mayor is hereby authorized to execute the Legal Services’ Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit “A.”

Mayor Gerald Greer

City Recorder Mary Molepske

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **Town of Ashland City** (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont, 3M, BASF, and Tyco settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, BASF, and Tyco. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not

be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to

maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**GERALD GREER, MAYOR
TOWN OF ASHLAND CITY**

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Town of Ashland City
Attn: Jamie Winslett
Ashland City, TN 37015

Engagement Terms and Conditions

These General Terms & Conditions of Service (this "**Agreement**") apply to all purchases of services (the "Services") from Mauldin & Jenkins, LLC. These terms may refer to the customer as "you" or the "Town." This Agreement may refer to Mauldin & Jenkins, LLC as the "Firm" or the Town as a "Party," or collectively as the "Parties."

By purchasing any Services from Mauldin & Jenkins, LLC, you agree to be bound by this Agreement, which forms a binding agreement between you and Mauldin & Jenkins, LLC.

1. Applicability.

- (a) These terms and the accompanying Statement of Work and the Town's acceptance of the Statement of Work ("Statement of Work") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between this Agreement and the Statement of Work, this Agreement shall govern, unless the Statement of Work expressly states that the terms and conditions of the Statement of Work will control.
- (b) This Agreement prevails over any of the Town's general terms and conditions of purchase regardless of whether or when the Town has submitted such terms. Fulfillment of the Town's purchase does not constitute acceptance of any of the Town's terms and conditions and does not serve to modify or amend this Agreement.
- (c) Mauldin & Jenkins, LLC may change this Agreement from time to time. By ordering any Services after the Firm submits any such changes to the Town and the Town accepts the Agreement as modified.

- 2. **Services.** Mauldin & Jenkins, LLC shall provide to the Town certain outsourced bookkeeping, consulting and/or advisory services (the "Services") as described in the Statement of Work in accordance with this Agreement. Additional Statement of Works and/or proposals shall be deemed issued and accepted only if signed or confirmed in writing by the Firm. Although the Firm advisors assigned may or may not be a licensed certified public accountant ("CPA"), the Town acknowledges and agrees that the Services to be rendered do not and will not involve financial audit, review, compilation, assurance, or attestation services. Any and all employees or subcontractors of the Firm will serve solely as business consultants to the Town and the Services rendered will be limited to business consultation. Accordingly, the Services provided are not subject to any CPA professional standards or Federal or State laws governing CPA services. The Town assumes responsibility for providing accurate information to the Firm. The Town acknowledges that the Firm is acting in an advisory capacity and all decisions and actions are at the sole discretion of the Town.

We may, from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be

asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

3. ***Town Obligations.*** the Town shall:

- (a) Respond promptly to any reasonable requests from the Firm for instructions, information or approvals required by the Firm to provide the Services.
- (b) Cooperate with the Firm in its performance of the Services and provide access to the Town's premises, employees and equipment as required to enable the Firm to provide the Services.
- (c) Take all steps necessary, including obtaining any required licenses or consents, to prevent Town-caused delays in the Firm's provision of the Services.
- (d) Provide accurate information to the Firm.
- (e) Determine the selection of accounting principles of the financial statements.
- (f) Be responsible for the design, implementation, and maintenance of internal control relevant to the system generated presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- (g) Be responsible for the prevention and detection of fraud.
- (h) Ensure compliance with the laws and regulations applicable to its activities.
- (i) Ensure the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide that the system uses to generate financial statements.
- (j) Provide documentation and other related information that is relevant to the financial statements, and additional information that may be requested for the purpose of the system generated financial statements.

You acknowledge you will not utilize Mauldin & Jenkins, LLC to store your documents, data, or records on your behalf in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. the Town is solely responsible for maintaining its own data and records.

4. ***Other Relevant Information***

- (a) We are not engaged to prepare monthly financial statements in accordance with or subject to any CPA professional standards or Federal or State laws governing CPA services.
- (b) The financial statements will be produced by your software.
- (c) We are not required to verify the accuracy or completeness of the information from your software that will generate your financial statements.
- (d) Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements. Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Town or noncompliance with laws and regulations.

5. *Term, Termination and Survival.*

- (a) This Agreement shall commence as of the effective date as identified in the Statement of Work and shall continue thereafter for the duration of the Services, unless sooner terminated pursuant to Section 5(b).
- (b) Either Party may terminate this Agreement, with or without cause, and for any reason or for no reason on 30 days written notice, effective upon receipt or future date specified therein.
- (c) The rights and obligations of the parties set forth in this Section 3, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. *Fees and Expenses.*

- (a) In consideration of the provision of the Services by the Firm and the rights granted to the Town under this Agreement, the Town shall pay the fees set out in the Firm's Statement of Work or applicable fee schedule. Payment to the Firm of such fees and the reimbursement of expenses pursuant to this Section 6 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Statement of Work or fee schedule, said fee will be payable upon the Town's receipt of an invoice from the Firm.
- (b) The Town shall reimburse the Firm for all reasonable expenses incurred in accordance with the Statement of Work upon receipt by the Town of an invoice from the Firm accompanied by receipts and reasonable supporting documentation.
- (c) The Town shall be 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 entity on any amounts payable by the Town hereunder; provided, that, in no event shall the Town pay or be responsible for any taxes imposed on, or with respect to, the Firm's income, revenues, gross receipts, personnel or real or personal property or other assets.
- (d) The Town agrees to notify the Firm in writing or by email within five (5) days of receiving an invoice if the Town disputes any expense or fee entry on invoices. In the absence of any such written objections within five (5) days, the Town will be deemed to have accepted and acknowledged the invoice as correct.
- (e) Except for invoiced payments that the Town has successfully disputed, all late payments shall bear interest at the rate of 1.5% per month, being an annual percentage rate of 18%, or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Town shall also reimburse the Firm for all reasonable costs incurred in collecting any late payments, including, without limitation to, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which the Firm does not waive by the exercise of any rights hereunder), the Firm shall be entitled to suspend the provision of any Services if the Town fails to pay any undisputed fees when due hereunder and such failure continues for 10 days following written notice thereof.

7. *Limited Warranty and Limitation of Liability.*

- (a) The Firm warrants that it shall perform the Services:
 - i. In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
 - ii. Using personnel of commercially reasonable skill, experience, and qualifications.
 - iii. In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

(b) The Town's sole and exclusive remedy for breach of this warranty shall be as follows:

- i. The Firm shall use reasonable commercial efforts to promptly cure any such breach; provided, that if the Firm cannot cure such breach within a reasonable time (but no more than 30 days) after the Town's written notice of such breach, the Town may, at its option, terminate the Agreement by serving written notice of termination.

(c) The Firm makes no warranties except for that provided in Section 7(a), above. All other warranties, express and implied, are expressly disclaimed.

8. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to the Town under this Agreement or prepared by or on behalf of the Firm in the course of performing the Services identified as such in the Statement of Work (collectively, the "Deliverables") except for any confidential information of the Town or the Town materials shall be owned by the Firm. The Firm hereby grants the Town a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Town to make reasonable use of the Deliverables and the Services. The Firm may revoke this license if the Town fails to pay any fees due to the Firm for Services pursuant to Section 6 of this Agreement.

Likewise, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to the Firm under this Agreement, except for any confidential information of the Firm or the Firm materials shall be owned by the Town. The Town hereby grants the Firm a license to use all Intellectual Property Rights of intellectual property free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Firm to make reasonable use of the information. The Town may revoke this license if the Firm fails to perform pursuant to Statement of Work #1 and any subsequent Statement of Works.

9. **Limitation of Liability.** In no event shall the Firm be liable to the Town or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not the Town has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall the Firm's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to the firm pursuant to this agreement and the applicable statement of work.

10. **Entire Agreement.** This Agreement, including and together with any related Statement of Work(s), exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

11. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “Notice”, and with the correlative meaning “Notify”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to the Town:

JWinslett@ashlandcitytn.gov

Attention: Jamie Winslett

Notice to Firm:

jbence@mjcpa.com

Attention: James Bence

12. **Severability; Including.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The term “including” means “including but not limited to.”

13. **Modification and Waiver.** No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **Assignment.** The Town shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Firm. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Town of any of its obligations under this Agreement. The Firm may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of the Firm’s assets without the Town’s consent.

15. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

16. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. **Governing Law; Submission to Jurisdiction.** This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Tennessee, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee. All disputes arising out of or in connection with this Agreement will be brought in the courts of Hamilton County, Tennessee or the U.S. District Court for the Eastern District of Tennessee, and the parties consent to the jurisdiction of such courts.
18. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 10, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Force Majeure.** The Firm shall not be liable or responsible to the Town, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Firm including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Town of Ashland City

Signature

Date

Mauldin & Jenkins, LLC



Signature

James Bence

Partner

April 10, 2025

Date

Statement of Work #1 – Town of Ashland City

This letter is to confirm our understanding of the objectives and deliverables of this engagement as well as the nature and limitations of the services to be provided.

Engagement Services

Project 1 – Monthly Comptroller Support Services

Mauldin & Jenkins will deliver its *CFO Advisory Program* providing strategic and tactical financial and accounting advice and guidance to augment existing financial capabilities.

Objective 1 - CFO Advisory Services to be provided include:

- a) Analyze historical financial trends and operating metrics.
- b) Ensure account reconciliations are detailed and current, work with accounting team to ensure month end close procedures are followed and balances are accurate. Work with the accounting team to provide ongoing support.
- c) Create an Excel financial model to become the foundation of reporting and analysis.
- d) Utilize financial model to create company budget and forward-looking forecast.
- e) Develop a “Financial Overview Package” of trends, comparisons, projections, graphs, dashboards, and analyses.
- f) Facilitate monthly CFO Advisory meetings to review and discuss the business implications derived from the “Financial Overview Package”.
- g) Provide strategic financial advice and guidance on business priorities, opportunities, potential acquisitions, and capital raises.
- h) Facilitate relationships with banking, tax, and financing partners as desired.

Objective 2 – Budget Review Support:

- a) Analyze historical financial trends and operating metrics in order to determine any currently needed budget amendments for the fiscal year ending June 30, 2025.
- b) Provide support and additional analysis of the proposed June 30, 2026 budgets.
- c) Review budget reporting included within Tyler budget module and providing recommendations and support as needed by management.

This *CFO Advisory Program* will be delivered for a monthly advisory fee of \$5,500 - \$6,500, for a minimum six (6) month period, continuing month to month thereafter.

Additional projects outside of the scope outlined above, which may include but not be limited to, assisting with future audits may be provided as requested, with scope and fees agreed upon in separate Statement of Work.

This Engagement will be effective from April 15, 2025, until terminated per Section 5(b). of the General Terms and Conditions.

Acknowledged:

Signature

Date