

FIRST AMENDMENT

No. 1576

THIS IS A FIRST AMENDMENT TO THE AGREEMENT No. 1575 DATED

_____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., a Delaware corporation authorized to do business in the State of Florida, having its office and place of business at 4000 Town Center Boulevard, Suite 400, Canonsburg, Pennsylvania 15317, hereinafter referred to as "LICENSEE."

WHEREAS, the parties entered into agreement No. 1575 for a license to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products on July 26, 2019, ("Original Agreement"), and approved by City Resolution No. 2019-236 on July 23, 2019; and

WHEREAS, the LICENSEE have mutually agreed to extend the Original Agreement for one (1) additional five (5) year period and amend certain terms and conditions of the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and LICENSEE agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 1575 effective July 26, 2019, approved and adopted by Resolution No.2019-236, is incorporated herein, as if attached hereto and made a part hereof, shall remain in full force and effect except as specifically amended hereinbelow.

3. That paragraph 5. "Renewal," of the Original Agreement is hereby amended to read as follows:

5. Renewal. In the event the City determines Licensee to be in full compliance with this Agreement and Licensee's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional ~~two (2) one (1) year terms~~ five (5) year term upon the written consent of both City and Licensee. provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement

4. The parties hereto agree to extend the Original Agreement No. 1575 for one (1) additional five (5) year period, ending July 25, 2027.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“LICENSEE”

Utility Service Partners Private Label, Inc.

Witnesses:

Katalin Mitchell

Katalin Mitchell
(Print or Type Name)

Linda J. Williams

Linda J. Williams
(Print or Type Name)

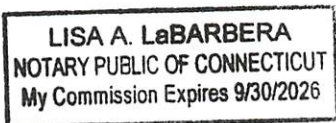
By: [Signature]
Richard Gannon, Treasurer / CFO

STATE OF CT

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 5 day of July, 2022, by Richard Gannon as Treasurer / CFO of Utility Service Partners Private Label, Inc., a Delaware corporation authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Lisa A. LaBarbera
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ CONNECTICUT

Lisa A. LaBarbera
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

235

RESOLUTION NO. 2019- 236

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a License Agreement between the City of Pompano Beach and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of July, 2019.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

0.3

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of July, 2019, by the City of Pompano Beach ("City") and Utility Service Partners Private Label, Inc., a Delaware corporation authorized to do business in the State of Florida, DBA Service Line Warranties of America ("Licensee").

WHEREAS, City wishes to allow Licensee to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A, and Licensee is capable of providing under the terms and conditions described herein; and

WHEREAS, Licensee is able and prepared to offer such services to the City's residents under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of License set forth in Exhibit "A" (the "Scope") and, the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof.
2. Purpose. To allow Licensee to offer and market service line warranty and other products to Residential Property Owners, using the City's name and logo upon the terms and conditions set forth herein.
3. Scope of Work. Licensee shall be allowed to conduct a marketing campaign in accordance with and insurance set forth in Exhibits "A" and "B" attached hereto and made a part hereof. Licensee and Licensee's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Licensee's part.
4. Term of License. This Agreement shall be for a term of three (3) years or less beginning with the date this Agreement is fully executed by both parties.
5. Renewal. In the event City determines Licensee to be in full compliance with this Agreement and Licensee's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional two (2) one (1) year terms upon the written consent of both City and Licensee provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. License and Brand Fee.

Licensee shall pay a license fee and brand fee in accordance with Exhibit "A".

7. Disputes. Any factual disputes between City and the Licensee in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

8. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Utilities Director, A. Randolph Brown and the Licensee's Contract Administrator shall be Chief Sales Officer, Michael Backus as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Licensee: Michael Backus
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Office: (866) 974-4801
Email: Michael.Backus@homeserveusa.com

If to City: A. Randolph Brown, Utilities Director
1205 NE 5th Avenue
Pompano Beach, FL 33060
Office: (954) 545-7044
Email: rondolph.brown@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

9. Termination. This Agreement cannot be terminated for convenience during the first year of this Agreement. After the first year of this Agreement, the City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination.

Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

If there is any material breach or default in Licensee's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Licensee shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Licensee for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

10. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

11. **Insurance.** Licensee shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

12. **Indemnification.** Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Licensee shall at all times indemnify, hold harmless and defend the City its officials, its authorized agents and employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this agreement and with Licensee's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that Licensee shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the City, any of its officers, agents or employees. Licensee agrees to

investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Licensee for any causes of action Licensee has or may have for breaches or defaults by the City under this Agreement.

B. The parties agree that the value of the License provided by City under this Agreement and the benefits received by Licensee under same shall constitute specific consideration by Licensee for the indemnification to be provided herein. Licensee acknowledges and agrees that neither party would enter into this Agreement without this indemnification of City by Licensee.

C. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

13. Sovereign Immunity. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

14. Non-Assignability and Subcontracting.

Non-Assignability. This Agreement is not assignable and Licensee agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Licensee to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Licensee's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Licensee hereunder shall immediately cease and terminate.

15. Performance Under Law. The Licensee, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. Audit and Inspection Records. The Licensee shall permit the authorized representatives of the City to inspect and audit all data and records of the Licensee, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

17. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. Independent Contractor. The Licensee shall be deemed an independent contractor for all purposes, and the employees of the Licensee or any of its independent contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Licensee, its independent contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such independent contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

19. Mutual cooperation. The Licensee recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Licensee shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Licensee shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Licensee shall comply with Florida's Public Records Law, as amended. Specifically, the Licensee shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Licensee does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Licensee, or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the contract, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the contract, the Licensee shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Licensee to provide the above described public records to the City within a reasonable time may subject Licensee to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

22. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. **No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by

Licensee be considered a waiver of City's rights with respect to that default or any other default by Licensee.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

23. No Contingent Fee. Licensee warrants that other than a bona fide employee working solely for Licensee, Licensee has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Licensee's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

24. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

25. No Third Party Beneficiaries. Licensee and City agree that this Agreement and other agreements pertaining to Licensee's performance hereunder shall not create any obligation on Licensee or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

26. Public Entity Crimes Act. As of the full execution of this Agreement, Licensee certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Licensee is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Licensee agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

27. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

28. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

30. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

31. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

32. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

33. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

[Signature]
[Signature]

CITY OF POMPANO BEACH

By: [Signature]
REX HARDIN, MAYOR

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

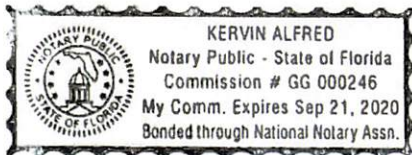
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of July, 2019 by REX HARDIN as Mayor, ~~GREGORY P. HARRISON~~ as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

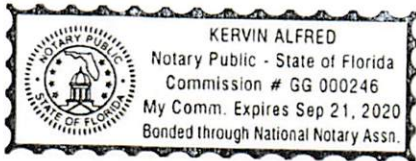
Commission Number




STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day
of July, 2019 by **BRIAN DONOVAN**, Assistant City Manager of
the City of Pompano Beach, Florida, a municipal corporation, on behalf of
the municipal corporation, who is personally known to me.

NOTARY'S SEAL:





NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or
Stamped)

Commission Number

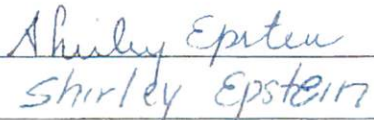
"LICENSEE"

Utility Service Partners Private Label, Inc., DBA
Service Line Warranties of America


Witnesses:



William Eller
(Print or Type Name)



(Print or Type Name)

By: 
Michael Backus, Chief Sales Officer

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 19th day of July, 2019, by Michael Backus as Chief Sales Officer of Utility Service Partners Private Label, Inc., DBA Service Line Warranties of America, a Delaware corporation authorized to do business in Florida behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

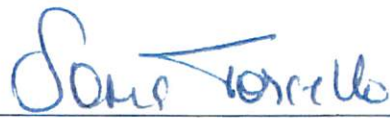

NOTARY PUBLIC, STATE OF CONNECTICUT
Sonia Torcello
(Name of Acknowledger Typed, Printed or Stamped)
137300
Commission Number

Exhibit A Scope of License

Introduction and Purpose:

City wishes to grant Licensee a non-exclusive license to use the City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Contractor's website), all at Contractor's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that, during the term of this agreement and any subsequent renewal, City will not extend a similar license to any competitor of Contractor.

Service Terms and Products:

1. Products offered to residents by Contractor:
 - a. External water service line warranty (initially, \$5.75 per month)
 - b. External sewer/septic line warranty (initially, \$7.75 per month)
 - c. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Licensee may adjust the above fees provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed to in writing by City in accordance with Paragraph 9. Contract Administrators, Notices and Demands of the contract.

2. Scope of Policy Coverage (see Attachment 1 Sample Policy, hereby attached and made a part of this Exhibit, for complete terms)
 - a. External water service line warranty:
 - Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers well service lines if applicable.
 - b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
 - c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

Licensee shall be allowed to conduct up to three marketing campaigns per year. City shall approve the contents before the campaign starts, for which such approval shall not be unreasonably withheld. Each marketing campaign may be comprised of up to six mailings per year.

Licensee may, at any point during the initial term of this contract and subsequent renewals, with City's permission; offer interior plumbing and drainage warranty products.

Licensing and Branding Fees:

Licensee shall pay the City a License Fee \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

City logo on letterhead, advertising, billing, and marketing materials

The first License Fee payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City shall have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Contractor's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

Licensee shall pay a Brand Fee of forty five thousand dollars (\$45,000.00) paid thirty days after the initial marketing campaign.

Payment of the Brand Fee for the first year is subject to the approval and mailing of the first campaign for that year.

Exterior Water Service Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking, low pressure, or permanently blocked Exterior Water Service Line for which You have sole responsibility, that supports Your Residence. You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

Your Exterior Water Service Line is the line that supplies fresh water to Your Residence from Your utility's responsibility or external wall of Your well casing to the external wall of Your Residence, including any water lines either buried or embedded in concrete in the outer wall of Your foundation. If Your Exterior Water Service Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your water meter as a means of repairing or replacing Your Exterior Water Service Line. Any part of Your Exterior Water Service Line beyond these linear limits will not be covered. Low pressure means less than 30 pounds per square inch with two or fewer fixtures open.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, and reinstallation of existing soft landscaping and shrubbery. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Water Service Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to \$8,500 for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered: We will not be responsible for any of the following:

1. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, including a natural disaster, or an act of God;
2. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair; for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
3. Any correction, upgrade, or move of Your existing Exterior Water Service Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation, or ordinance;
4. Repairs to any section of Your Exterior Water Service Line that You share with any third party or is covered by a homeowners', condominium or like association;
5. Repairs to any line that branches off the main line, for example lines for sprinklers, pools, hot tubs, radiant floor heating, and/or other outdoor systems;
6. Thawing of frozen pipes;
7. Any shared Exterior Water Service Line that provides service to multiple properties or secondary buildings, whether known or unknown;
8. Repair or replacement of any part of Your Exterior Water Service Line that is not expressly stated to be covered in "What's Covered" above.

Eligibility: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property"). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Water Service Line, prior to the Start Date of Your first Term, then Your Property is not eligible for this coverage.

If You reside in a multi-family structure and do not own the entire structure, it will be Your responsibility to provide SLWA with a signed release from all other homeowners for any work which may affect their portion of the structure. This release must be signed and submitted before any work will begin. Any failure by You to submit such signed releases shall discharge

SLWA from its obligations to complete any work for which such releases are required. To obtain a release form call SLWA.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Water Service Line is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of 12 months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"Declaration Page" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"Price" - The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"Service Agreement" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder, which consist of these terms and conditions and Your Declaration Page.

"Service Call" - A visit to Your Property by one of SLWA's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.

"You" or "Your" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SLWA's behalf. SLWA or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We, SLWA and HomeServe, and all of their parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Arbitration: YOU, NAW, SLWA AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:

- A. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NAW, SLWA, OR HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON.** Arbitration will apply not only to claims against NAW, SLWA, or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW, SLWA or HomeServe. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
- B. For claims of \$10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
- C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.
- D. SLWA will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of \$1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, SLWA will pay the fee directly to the AAA.

- E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
- F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NAW, SLWA AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW, SLWA and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from NAW, SLWA or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NAW, SLWA or HomeServe.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[Please click here to see if any state specific variations apply to You.] See Below

Florida only: The Provider of this Service Agreement is ServicePlan of Florida, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604 (License No. 70033). If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective immediately and Your refund shall be based upon ninety percent (90%) of the unearned pro-rata Price less any claims paid by Us. If We cancel, Your refund shall be based upon one hundred percent (100%) of the unearned pro-rata Price less any claims paid by Us. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation. You have the right to assign this Service Agreement to the purchaser of Your Property within 15 days of the date that Your Property is sold or transferred. The Provider may charge an assignment fee not to SVGBBTWGUSP011019 exceed \$40. We will not provide coverage to You free of charge during any period when Your Property is listed for sale.

EXHIBIT "B"

Does not apply.