

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA

**Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, March 3, 2015 - 9:00 a.m.**

**Call to Order
Pledge of Allegiance
Consent Agenda**

Approval of the Minutes of the February 24, 2015 meeting.

Unfinished Business

Consideration of the approval of a Member Services Agreement between Logan County and Vendini to include ticketing, event and patron management services and website development on behalf of the Logan County Fair.

Consideration of the award of the proposal for the design and construction of a new scale house building at the Logan County Landfill.

New Business

Consideration of the approval of an agreement between Logan County and TSM Farm for the use of the County Right of Way under CR 50 and CR 47 for an irrigation electric line.

Consideration of the approval of a Government Obligation Contract between Logan County and Kansas State Bank for financing the purchase of three (3) 2015 fully equipped patrol vehicles for the Logan County Sheriff's Office.

Other Business

Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, March 10, 2015, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

February 24, 2015

The Logan County Board of Commissioners met in regular session with the following members present:

Rocky L. Samber	Chairman
Dave Donaldson	Commissioner - Absent
Gene A. Meisner	Commissioner
Alan Samber	Logan County Attorney
Marie Granillo	Logan County Clerk Deputy
Matt Chrisp	Logan County Landfill
Trae Miller	Logan County Economical Development
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

The Board continued with the Consent Agenda items:

- The approval of the Minutes of the February 17, 2015 business meeting.
- Consideration of the approval of the Semi-annual Report of the Logan County Treasurer for the period July 1, 2014 through December 31, 2014.
- Consideration of the approval of an application for renewal of a 3.2% Beer License on behalf of F & H Parks and Recreation District for the golf course property at 43355 CR 30, Fleming, Colorado.
- Consideration of the approval of an application for renewal of a 3.2% Beer License on behalf of Kuskies Oil and Café.

Commissioner Meisner moved to approve the Consent Agenda of the February 24th, 2015 board meeting. Chairman Samber seconded and the motion carried 2-0.

Chairman Samber continued with Unfinished Business.

Commissioner Meisner moved to take off the table the award of the proposal for the purchase of the Trash Compactor for the Landfill Department. Chairman Samber seconded and the motion carried 2-0.

Commissioner Meisner moved to award the bid on the trash compactor, Caterpillar 816 F-2 Landfill trash compactor to Caterpillar Company in the amount of \$414,000.00. Chairman Samber seconded and the motion carried 2-0.

Chairman Samber continued with New Business:

The Board will open bids for the designing and construction of a new scale house building at the

Logan County Landfill.

- Curt Miller Construction Company, LLC. - \$152,500.00

Commissioner Meisner moved to accept the bid as presented and refer to Landfill for their review and recommendation. Chairman Samber seconded and motion carried 2-0.

Commissioner Meisner moved to approve a Technical Service Support Agreement between Logan County and Physio Control for inspections and maintenance on Lifepack 12 and Lifepack 15 units on behalf of Logan County Ambulance. Chairman Samber seconded and the motion carried 2-0.

Commissioner Meisner moved for the consideration of the adoption of the 2015 Annual Operating Plan pursuant to the Agreement for Cooperative Wildfire Protection in Logan County and authorizes the chairman to sign. Chairman Samber seconded and motion carried 2-0.

Commissioner Meisner moved for the approval of a Managed Services Agreement between Logan County and Platinum Technology for Information Technology Services and authorize the chairman to sign. Chairman Samber seconded and motion carried 2-0.

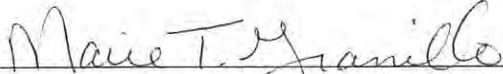
Commissioner Meisner move to table for one week the approval of a Member Services Agreement between Logan County and Vendini to include ticketing, event and patron management services and website development on behalf of the Logan County Fair. Chairman Samber seconded and motion carried 2-0.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting of the Logan County Board of County Commissioner's is scheduled for Tuesday, March 3, 2015 at 9:00 a.m., here at the Commissioner's Hearing Room at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:15 a.m.

Submitted by:



Logan County Clerk & Recorder (Deputy)

Approved: March 3, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

Vendini Member Service Agreement ("MSA")

1.0 Parties

Vendini, Inc. located at 660 Market Street, San Francisco, CA 94104, ("Vendini") hereby agrees to provide Logan County Fair and Rodeo ("Member") a service as described below. Exhibit A is the Proposal 29688 ("Proposal") and, if applicable, attached as Exhibit B is the Vendini SiteLine Agreement ("Siteline"). These exhibits constitute an integral part of this MSA and together with this MSA set forth the commercial arrangements between the parties. In the event of any conflict between the terms of this MSA and the Exhibits, the terms contained in the Exhibits shall prevail. By signing this MSA, you agree to its terms.

2.0 Introduction and Definitions

Vendini operates an on-line service on the World Wide Web, consisting of ticketing, event, and patron management services provided by Vendini, and by third parties (collectively, the "Services"). "Events" are any events, activities, or resources to which Member is authorized to sell or provide access. "Tickets" are any and all forms of tickets, reservations, tuitions, memberships, certificates, coupons, merchandise, or confirmations that allow the holder access to, participation in, or use of Member events. "Patron" refers to any person or organization committing to the purchase of Tickets.

3.0 Agreement with Terms and Conditions

This Agreement sets forth the terms and conditions that apply to use of the Services by Member. By using the Services, Member agrees to comply with all of the terms and conditions hereof. The Privacy Statement is incorporated by reference, as if fully set forth herein.

4.0 Changes in Terms and Conditions

Vendini has the right to change or discontinue any aspect or feature of the Services, including, but not limited to, content, hours of availability, and equipment needed for access or use, at any time. Vendini shall provide the Services to Member in the form that Vendini makes such Services generally available from time to time during the term of this Agreement. Vendini may update or change the Services or change or modify the terms and conditions applicable to Member's use of the Services, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Services, or by electronic or conventional mail, or by any other means by which Member obtains notice thereof. Any use of the Services by Member subsequent to such notice shall be deemed to constitute acceptance by Member of such changes, modifications or additions.

Notwithstanding the foregoing, in the event a material aspect or feature of the Services needs to be changed or discontinued, Vendini shall use reasonable efforts to provide Member with 30 days prior notice to such change or discontinuance. Notwithstanding the foregoing, the terms of any written and executed quotation or proposal will supersede this Section 3.0 to the extent it relates to fees payable by Member as set forth therein.

5.0 Exclusivity

Member agrees that Vendini shall have the exclusive right during the term of this Agreement to provide ticketing, event and patron management services to Member via any and all means and methods. Member shall not directly or indirectly engage any third party to provide services that are the same or similar to those services provided by Vendini hereunder. This exclusive right shall include all future methods and technologies for ticket distribution which may be developed from time to time during the term of this agreement.

6.0 Conduct of Member

6.1 Interests

Member is a producer, promoter, presenter, or manager of events. Under this Agreement, Member contracts with Vendini to provide the Services. Member represents and warrants to Vendini that it has full power and authority to enter into this Agreement and to offer, sell, and honor the tickets to the Events it offers via the Services.

6.2 Responsibility of Member

Member agrees to accept, honor, and fulfill ticketing commitments that have been confirmed by the Services. Verification of customer name, address, customer number, membership status and/or confirmation number at or prior to the corresponding Event is the responsibility of the Member.

6.3 Lawful Use

Member shall use the Services for lawful purposes only. Member shall not post or transmit through the Services any material which: (i) violates or infringes in any way upon the rights of others; (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or (iv) contains advertising or any solicitation with respect to products or services, unless Vendini shall have expressly approved such material in advance of its transmission. Any conduct by a Member that in Vendini's discretion restricts, inhibits or negatively impacts any third party's use of the Services is expressly prohibited.

6.4 Uploading Of Intellectual Property

Member shall not upload, post, or otherwise make available through the Services any material protected by copyright, trademark, or other proprietary right, without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any material is not protected by copyright rests with Member. Member shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By making material available through the Services, Member automatically grants, or warrants that the owner of such material has expressly granted Vendini the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. Member hereby grants Vendini the right to copy, publish, and distribute any material made available on the Services by Member.

6.5 Email Marketing

Member represents, covenants, and warrants that it will use the email marketing tools provided in the Services only in compliance with the Agreement, the federal CAN-SPAM Act of 2003 and all other applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation and child protective email address registry laws). Member agrees that it will not access or otherwise use third-party mailing lists in connection with preparing or distributing unsolicited email to any third party. Member agrees to hold harmless Vendini and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to Member's use of the Services. In addition, Member acknowledges and agrees

that Vendini has the right to seek damages when Member uses the Services for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. Although Vendini has no obligation to monitor the content provided by Member in connection with their use of the Services, Vendini may do so and may remove any such content or prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing. Member does not waive any of the immunities available to it pursuant to the Colorado Governmental Immunity Act, C.R.S. section 24-10-101 et.seq.

6.6 Non-Disclosure and Other Restrictions

Vendini's "confidential information" means any and all products provided by Vendini hereunder and information concerning any aspect of Vendini's business or proposed business not generally known to persons not associated with Vendini that is: (i) disclosed and designated to Member in writing, or (ii) disclosed orally and designated "confidential" in writing by Vendini within thirty (30) days after such oral disclosure. Vendini's confidential information includes, without limitation, information concerning Vendini's products, proposed products, product designs, manufacturing processes and techniques, trade secrets, business strategy, and results from the evaluation and/or services hereunder.

Member's "confidential information" means any information concerning Member's venue or business not generally known to persons not associated with the Member that is: (i) disclosed and designated to Vendini in writing, or (ii) disclosed orally and designated "confidential" in writing by Member within thirty (30) days after such oral disclosure.

Each party agrees to not disclose or make use of, or allow others to use, any of other party's confidential information, except to such party's employees and representatives who have a "need to know" in order to conduct the evaluation and/or services described above, and except as otherwise required by the Colorado Open Records Act, C.R.S. section 24-72-201, et.seq.

Each party shall take all reasonable precautions to prevent unauthorized disclosure or use of other party's confidential information. Each party shall, at other party's request, promptly return any materials and copies of confidential information provided by such party.

Neither party shall be under any obligation, with respect to any particular item of confidential information, when such party can document that such item of information: (i) is publicly known and available not due to such party's act or failure to act, or (ii) was in such party's possession prior to disclosure by the other party as evidenced by a written instrument, or (iii) comes into such party's possession through a third party free of any obligation of confidence to other party, or (iv) is disclosed by such party with the other party's prior written approval.

7.0 Disclaimers and Limitation of Liability

Vendini owns the design and function of the Services and website (<http://www.vendini.com>.) Member acknowledges that Vendini does not commit to supporting or specifying any particular browsing or operating platform, and that Vendini has the right at any time to revise and modify its web pages and service, release subsequent versions thereof, and/or alter features, specifications, capabilities, functions, and other characteristics of the Services, all without notice to the Member.

7.1 Use Is At Member's Risk

Member expressly agrees that use of the Services is at Member's own risk. Member shall be responsible for protecting the confidentiality of Member's password(s), and for all activity that takes place using such passwords. NEITHER VENDINI, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, SHAREHOLDERS, AGENTS, THIRD PARTY PROVIDERS OR LICENSORS, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES.

7.2 Warranties Of Service; Disclaimer

Vendini warrants that the Services will conform substantially to the services description referenced in Section 3.0 in all material respects. In the event of a breach of such warranty, Member's sole remedy and Vendini's sole obligation will be for Vendini to use reasonable efforts to correct such non-conformity, or, if Vendini determines in its discretion that such conformity cannot be corrected, to refund a reasonable portion of the amounts paid by Member for the applicable Services. Except as provided in the foregoing express warranty, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

7.3 Disclaimer Of Liability

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

7.4 Member's Waiver of Damages

IN NO EVENT WILL VENDINI, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES.

IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER, VENDINI, NOR ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR INTERRUPTION IN THE TRANSMISSION THEREOF TO A PATRON, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Because some jurisdictions do not allow for the exclusion of damages, Vendini's liability in such jurisdictions will be limited to the greatest extent permitted by the law of such jurisdiction. In such jurisdictions, Member agrees that in no event will Vendini's liability to Member in connection with Vendini's provision of the Services and the terms of this Agreement exceed the amount paid by Member to Vendini in the six months immediately preceding the event which gave rise to such liability. In addition, because

some jurisdictions do not permit the disclaimer of certain warranties, the disclaimers set forth in this Section 5 may not apply to you.

8.0 Indemnification

Member agrees to hold harmless Vendini, its affiliates and their respective directors, officers, shareholders, employees, agents, and assigns from and against all claims and expenses, including attorneys' fees, arising out of Member's use of the Services, including without limitation any dispute between Member and any guest or ticket holder of Member, provided that Vendini promptly notifies Licensor of any such claim or expense, cooperates with such defense at Member's expense, and Vendini allows Member control of the defense. Vendini shall have the right, but not the obligation, to be represented by counsel of its choice and to participate in the defense of the claim; provided, however, that the expense of such counsel and such participation shall be borne by Vendini.

9.0 Fees and Charges

For its services, Vendini applies transaction fees to Member's account, which are covered (i). entirely by Member, (ii). entirely by Patron, or (iii). by a combination of Member and Patron. A complete breakdown of transaction fees is available in Member's account section immediately after account has been upgraded to live mode.

9.1 Upfront Fees

Member shall pay any upfront costs before the Services are upgraded to live mode. Actual fees will be communicated to Member from Vendini via a written invoice, quote, and/or proposal detailing upfront costs.

9.2 Ongoing Fees

Fees for products and services will be communicated to Member from Vendini via a written invoice, quote, and/or proposal detailing ongoing costs. Fees are posted in Member's account section immediately after account has been upgraded to live mode.

10.0 Merchant Accounts

Member may elect to have its Patrons purchase Tickets through Member's merchant account (MMA) or through Vendini's merchant account (VMA) for either website and/or retail transactions. If Member has elected to have its Patrons purchase Tickets through VMA, such Tickets are considered to be Vendini inventory, which Vendini sells to Patrons as part of a direct retail transaction with such Patron.

11.0 Fees and Collection Cycle

All sales, fees, and funds are payable in U.S. dollars. A complete schedule of fees, account activity, and reserve details are provided in Member's account.

11.1 Daily Fee Collection - Member's Merchant Account (MMA)

Member agrees that Vendini may deduct all fees and charges via ACH debit from the Member's business checking account for all website and/or retail transactions. Member must have a business checking account. Activation may take up to 7 business days.

Vendini will initiate an ACH debit to Member's business checking account 2 business days after transactions occur to collect fees and payments due to Vendini. Vendini will wait until the collection

amount is greater than or equal to \$25.00 before collecting. An outstanding balance of less than \$25.00 will be collected on a monthly basis.

Member agrees that there will be sufficient funds in Member's business checking account at time of collection. Member agrees that Vendini will not be held responsible for charges incurred due to insufficient funds. In the event funds are not available in Member's checking account at time of collection, Vendini will attempt to draft again the next business day. A fee of \$25.00 will be assessed for each transaction if funds are not available.

Delinquent accounts are subject to termination of Member's account.

11.2 Weekly Disbursement and Fee Collection – Vendini Merchant Account (VMA)

If applicable, Member agrees that Vendini may deposit credit card revenues collected via Vendini's merchant account less any fees or charges via ACH credit to Member's business checking account. Should any fees or charges exceed credit card revenues, Member agrees that Vendini will deduct fees via ACH debit from Member's business checking account. Member must have a business checking account. Activation may take up to 7 business days.

Disbursements and fee collections for events dates that have occurred will be reconciled with Member's checking account the Wednesday following the event date, unless the event date occurs on a Monday or Tuesday. If the event date occurs on a Monday or Tuesday, reconciliation will be made the following Wednesday. If Wednesday is a Bank Holiday, reconciliation will occur on the next business day after the Holiday if reconciliation is due.

Reserves are held to cover any applicable refunds, chargebacks, related charges, or fees due. A minimum reserve of 5% of disbursements will be held at the time an Event is settled and will be paid out on the next disbursement cycle following 90 days past the settlement date less refunds, chargebacks, related charges, or fees due.

11.3 Monthly Disbursement and Fee Collection

If Member has elected to have its Patrons purchase Tickets using VMA, and has not opted for Weekly Disbursement and Fee Collection, disbursements will be made by check. For all transactions processed with VMA, Vendini will issue payments to Member on a monthly basis, on the closest business day after the 30th of the month or the last day of the month (whichever occurs first.) Payments will include credit card revenues collected through VMA as of 11:59:59PM Pacific Time on the 20th day of the month for Events where the Event date has passed, less any fees or charges. Checks will be mailed via United States Postal Service First Class Mail to the address provided in the Member account section.

Should the amount of authorized fees or charges exceed the amount of revenues collected, Member's account may be subject to suspension or termination.

A service fee of \$10/month applies and will be deducted from each disbursement.

A reserve may be held to cover any applicable refunds, chargebacks, related charges, or fees due. A reserve of up to 10% of disbursements may be held at the time an Event is settled and will be paid out on the next disbursement cycle following 90 days past the settlement date less refunds, chargebacks, related charges, or fees due.

If for any reason a check needs to be re-issued, Vendini will cancel original check and re-issue a new check on the billing cycle following 6 weeks from original issue date.

12.0 Cancellations, Refunds, and Chargebacks

Method for cancellations and refunds is determined by whether Member is using Vendini's merchant account or Member's merchant account.

12.1 Transactions using VMA

Any credit card chargebacks initiated by the Patron through their credit card issuing bank for any reason will incur a fee of \$25.00 to the Member. If there is no prompt amicable resolution, Vendini may also choose to process the refund.

Vendini is authorized to deduct these costs from Member's outstanding balance, or invoice Member for the costs if no balance exists. Vendini reserves the right to withhold up to 100% of disputed booking revenues for any event for a period up to 180 days after the event occurs, to allow all returns and disputed charges to clear processing.

VENDINI WILL NOT BE HELD RESPONSIBLE FOR MONETARY LOSS DUE TO FRAUDULENT TRANSACTIONS PROCESSED THROUGH THE VENDINI SERVICE. FRAUDULENT TRANSACTIONS, INCLUDING BUT NOT LIMITED TO CREDIT CARD THEFT AND/OR IDENTITY THEFT THAT ARE DISPUTED BY THE CARDHOLDER THROUGH THE CARDHOLDER'S BANK WILL BE IMMEDIATELY REFUNDED BY VENDINI. MEMBER AGREES THAT VENDINI MAY COLLECT REFUNDED TRANSACTIONS (INCLUDING ORIGINAL PROCESSING FEES) DUE TO FRAUD FROM MEMBER. REFUND AND CHARGEBACK FEES ALSO APPLY.

12.2 Transactions using MMA

VENDINI WILL NOT BE HELD RESPONSIBLE FOR MONETARY LOSS DUE TO FRAUDULENT TRANSACTIONS PROCESSED THROUGH THE VENDINI SERVICE. IT IS THE SOLE RESPONSIBILITY OF MEMBER TO RESOLVE ANY ISSUE RELATED TO FRAUDULENT TRANSACTIONS, INCLUDING BUT NOT LIMITED TO CREDIT CARD THEFT AND/OR IDENTITY THEFT, THAT ARE DISPUTED BY THE CARDHOLDER AND/OR THE CARDHOLDER'S BANK.

13.0 Use of Equipment

If Vendini grants to the Member the right to use equipment ("Equipment") at no additional cost in connection with the services to be provided by Vendini. Member is obligated to return the Equipment to Vendini (at Member's cost) only if this Agreement is terminated prior to the end of the term of this Agreement. Member shall not rent, lease, sell or otherwise transfer the Equipment to any third parties. Member shall supervise and control the use of the Equipment by its employees to ensure that its use is in compliance with this Agreement. This Agreement conveys no ownership interest in the Equipment to Member. Member shall be responsible for the Equipment from the time it is delivered to Member until it is returned to Vendini. Member shall reimburse Vendini for any damage to the Equipment sustained during this time period. If Vendini does not receive the Equipment within thirty (30) days of the termination date of this Agreement, Member shall pay Vendini the Replacement Value (defined as replacement cost, shipping fees, and sales tax not included in replacement cost). Actual cost will be assessed at time of replacement. THE EQUIPMENT IS PROVIDED "AS IS." VENDINI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT.

14.0 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject

matter. Any amendments or modifications to this Agreement must be agreed to by Vendini and Member in writing.

If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.1 Independent Contractor

Vendini's relationship with Member will be as that of an independent contractor.

15.0 Termination

If either party breaches any of its material obligations under this Agreement, the other party will have the right to terminate the Agreement and/or discontinue delivery of service by giving 30 days' written notice to the breaching party unless the breaching party remedies the breach within a 30-day period.

Either party has the right to immediately, without notice, terminate this Agreement in the event either party terminates or suspends its business, becomes insolvent, makes an assignment for the benefit of creditors or suffers or permits the appointment of a receiver, trustee in bankruptcy, or similar official.

Upon any expiration or termination of this Agreement, Vendini will stop providing the Services to Member. Termination of this agreement will not terminate the confidentiality obligations herein.

Member's obligations to pay the costs, expenses and fees due will survive the termination of this Agreement unless such termination is the result of a non-cured breach by Vendini. In such instance, Member will be responsible for costs, expenses and fees due up to the termination date.

Member's obligation to perform this Agreement in any ensuing fiscal year is contingent on a first and prior appropriation of sufficient funds by the governing body of Logan County, Colorado, failing which, this Agreement shall terminate without further obligation of either party except those obligations that expressly survive termination of the Agreement.

15.1 Account Usage Lapse

Member's account may be terminated if there has been a period of sales inactivity of over 12 months. A re-activation fee \$995.00 will apply.

15.2 Excessive Refunds or Chargebacks

Member's account may be terminated if there are unusually high occurrences of refunds or chargebacks.

16.0 Controlling Law

This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. Any cause of action of any nature arising out this Agreement shall be brought in the state or federal courts located in San Francisco, California.

17.0 Addresses and Notices

Any communications under this Agreement shall be in writing and are deemed delivered upon receipt by the addressed party at the address specified herein. Communications may be sent by hand or messenger, by commercial overnight carrier, or by US mail (return receipt requested).

Vendini, Inc.
660 Market Street
San Francisco, CA 94104

18.0 Force Majeure

Except for the payment of any amount due pursuant to this Agreement, neither party will be liable to the other for damages in the event of any loss, damage, claim, delay or default arising by reason of Acts of Mother Nature, storm, fire, flood, earthquake, labor disturbance (including strikes, lockouts, and boycotts), war or terrorism, vandalism, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, or regulation, disruption of postal, banking, electrical, telephone or utility service, or other cause beyond the control of the party sought to be charged.

19.0 Headings

The section headings used herein are for convenience only and shall not be given any legal import whatsoever.

20.0 Signatures

In witness whereof, the parties have hereunto set their hands and seals as of the date set out beneath their respective signatures.

Member: Logan County Fair and Rodeo

Vendini, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

VENDINI PROPOSAL #29955



PREPARED FOR JULIE LIVELY
 CREATED ON: FEB 24, 2015
 PAYMENT: WORKING
 ORDER: PENDING

Contact: Elliot Randall
erandall@vendini.com
 1 (800) 901-7173 x779

Vendini Overview

The Vendini solution is designed with the big picture in mind. It's the ultimate all-in-one system that simplifies your business and allows you to focus on growth and prosperity. Depending on your organization's needs, you can use some or all parts of the system - It's up to you. When it comes to getting things started, Vendini provides system experts to ensure a smooth transition.

Designing a solution that is powerful, yet simple to use takes a commitment to excellence. Our web-based applications are always improving through regular software upgrades designed to work with a wide-range of hardware. Whether planning an upgrade or selecting compatible hardware, we're always focused on making it simple. [TAKE A TOUR »](#)



- Your patrons pay less, you make more.
- Sell tickets from your box office, website, Facebook and Twitter pages, and more.
- No servers. No backups. No worries.



- The easiest-to-use software in the industry. With high quality training included.
- One touch, comprehensive financial reporting. Get what you need quickly.
- Fast applications using the latest technology. Get more done in less time.



- Take control of your patron data and build lasting relationships.
- Keep patrons on your website. Increase conversion rates.
- Send helpful emails and promote your business on Facebook and Twitter.

Service & Support

Vendini is PCI Level 1 Compliant. Every aspect of the Vendini system is secure and reliable. Our applications are hosted and managed offsite by full-time Vendini employees. Secure servers are located at colocation facilities throughout the United States.

Vendini offers US-based customer support at no extra charge. Hours of operation are Monday-Friday 6AM-6PM Pacific Time, via email at support@vendini.com or toll-free at 1 (800) 901-7173. After-hours support for urgent issues is included. [MORE INFO »](#)



Marketing Solutions



- Fully integrated HTML email marketing system.
- Group your patrons according to their preferences for better target marketing.
- Easily print mailing labels from segmented groups for traditional mailing.



- Design your own Website and track Google hits.
- Understand conversion rates by easily adding third-party tracking pixels.
- Design your own print-at-home ticket advertisements.



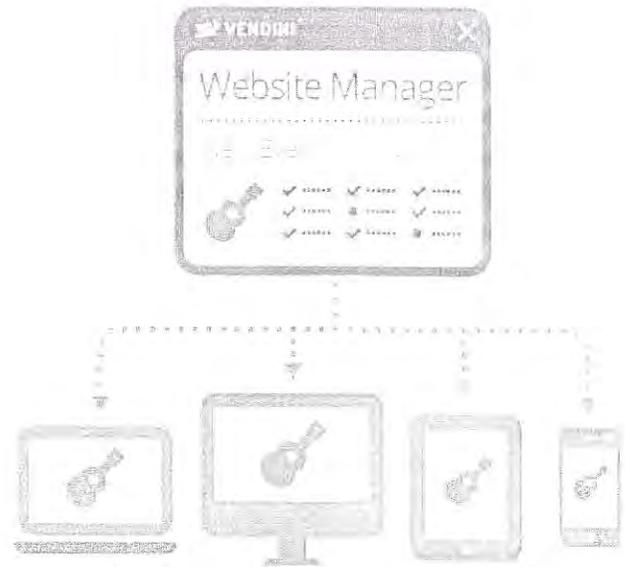
- Sell tickets directly from your Facebook Page. Share on popular social media.
- Integration with Twitter, Instagram, Myspace, Foursquare, Google+, Pinterest, and more.
- Use Walletini - the mobile app that makes it easy for friends to share tickets with friends.

Vendini Website Manager

Vendini includes a website management application that makes it easy for your organization to build and maintain a mobile-optimized site that's focused on selling tickets.

Vendini Sites are built on a robust Content Management System (CMS) so you can maintain your own text and images. In minutes, you're able to update your website and respond to the needs of your business. Integration with Vendini's ticketing application lets you auto-publish events as they're created.

Website Manager is designed responsively, so you can sell tickets any time, on any device. [MORE INFO »](#)



If you need additional setup help, Professional Services are available.



- Professionally created site to match your organization's brand.
- Style your Home Page and up to five inside pages.
- Includes up to two rounds of revisions.



- Professionally created site to match your organization's brand.
- Professional branding.
- Content creation; images and text.

Merchant Accounts

Vendini's solutions seamlessly integrate your merchant account. By working directly with your payment gateway, you can take control of your cash flow and get the best credit card processing rates for your business. Vendini does not resell the gateway or charge for additional merchant services.

Vendini will provide backup failover service in the event of disrupted payment gateway service to ensure your organization can process transactions at all times.

[MORE INFO »](#)



We offer members the ability to accept credit card payments using Vendini's merchant account, allowing you to get online to start selling tickets immediately. For the service, we charge members a processing fee of 3.5% of ticket face value. Additional fees include 10% of Ticket Delivery charges, 3.5% of Misc Line Item charges, and \$25.00 per chargeback occurrence. You can switch to your own merchant account at any time.

[MORE INFO »](#)

Optional Hardware



Vendini is an authorized partner of Boca Systems thermal printers. Boca uses the highest quality materials and ensures compatibility with Vendini Ticket Stock. [MORE INFO »](#)



Vendini ticket stock is designed specifically for the Vendini system and Boca Systems thermal ticket printers. [MORE INFO »](#)



Combine laser scanning with your iPhone or iPod Touch and the Vendini Mobile app for wireless access control. [MORE INFO »](#)



Download the Vendini Mobile app from the Apple App Store and log in to start scanning with the device's camera.



Sometimes wireless can get busy in a crowd. Turn to the old-trusted wire in combination with Vendini TicketAgent.

[MORE INFO »](#)



Speed up sales at the door with a USB credit card swiper/reader that works with Vendini TicketAgent.

[INFO AND PURCHASE »](#)



Secure cash and checks with a lock box built to last and easy USB connection to Vendini TicketAgent. [INFO AND PURCHASE »](#)



The Vendini Hardware Program includes the option of computer hardware. We typically use the Dell Latitude line of laptops, but can work with your requirements.

Implementation Timeline

Integrating your merchant account typically takes three weeks from agreement. The integration process requires you to set up a merchant bank account and an internet gateway between Vendini and your bank.

Info Submitted

Account Activated

Our venue map team will work with you to create reserved and flexible seating venue maps to your specification, this process can take up to three weeks from agreement.

Info Submitted

Map Completed

Vendini Website Manager can be launched within a few days, and up to a few months for a fully custom website.

Vendini SiteLine Live

Thermal ticket printers, wireless scanners, and other optional hardware are ordered when payment is received and can take up to three weeks to be received.

Hardware Arrives

Vendini Member Services will work with you to import your legacy data into Vendini. This project is typically done a week or two before Live Mode, or your first sales in Vendini.

Data Import

A deployment coordinator from our Member Services team will contact you to initiate your introductory training. This is scheduled around your implementation timeline and is generally done a week or two before Live Mode.

Training

Pricing

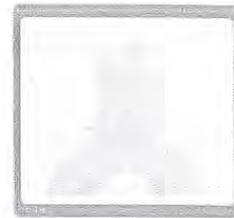
For each ticket sold through your website, or Vendini Website Manager, a per-ticket fee applies. This fee can be paid by the patron, paid by your organization, or shared.

TICKET PRICE	PER TICKET FEE
ALL TICKETS	\$2.00



For each ticket sold at your box office, a per-ticket fee applies. This fee is paid by your organization.

PAYMENT TYPE	PER TICKET FEE
ALL TICKETS	\$0.55
Comps	\$0.05



Our goal has remained the same since we sold our first ticket: "Create the best and easiest-to-use ticketing system available and make it affordable to both organizations and patrons." We continue to honor that philosophy with competitive pricing with minimal additional fees.

I N C L U D E D	D E S C R I P T I O N
Member Support Center ✓	<i>Toll-free customer service center</i>
Merchant Account Integration ✓	<i>Connect Vendini with your merchant bank</i>
Email Marketing ✓	<i>Send unlimited custom emails</i>
Social Networking Apps ✓	<i>Sell and promote on Facebook and others</i>
Gift Cards ✓	<i>Improve cash flow while acquiring new patrons</i>
Custom Reporting Engine ✓	<i>Generate and save custom reports</i>
Unlimited User Licenses ✓	<i>Add as many users as you need</i>
Self-service Refunds/Exchanges ✓	<i>Process your own order changes</i>
System Training ✓	<i>Complete training classes and videos</i>
Patron Data Import ✓	<i>Import legacy patron and sales data</i>
Mobile Box Office ✓	<i>iOS (iPad, iTouch, iPhone) ticketing MORE INFO »</i>
Mobile Phone Ticketing ✓	<i>Smartphone-based mobile ticketing MORE INFO »</i>
Vendini Website Manager Website Hosting ✓	<i>Easy website hosting</i>
Vendini Website Manager CMS for Website ✓	<i>Manage your entire website from Vendini</i>

Term and Termination

The initial term of this Agreement shall run from the Effective Date through the three (3) year anniversary of the initial sale of Tickets. Member will have a thirty (30) day option to terminate after twelve (12) months and twenty four (24) months of initial sale. The term of this Agreement will be renewed automatically unless cancelled in writing by either party not less than thirty (30) days prior to the expiration of the applicable term.

Effective Date

The EFFECTIVE DATE of this proposal is the date the Member clicks through and completes the process of one of the payment links at the bottom of the proposal.

Prices valid through Mar 19, 2015

Contact Information

Julie Lively
 jlively@logancountyco.gov
 Logan County Fair

LINE	DESCRIPTION	QTY	UNIT	PRICE
1	One-Time Account Setup	1	\$995.00	\$995.00
2	Website Manager Professional Setup: reg. \$1,995 - discount with signed MSA thru 12/31/14	1	\$0.00	\$0.00
3	5 iPod w/ Scanners with 5 Unit Charging Station - Month 1	1	\$366.00	\$366.00
4	Vendini Ticket Stock GREEN/ORANGE - Per Case (10K count): reg. \$225 each - \$450 discount with signed MSA thru 12/31/14	2 Case	\$0.00	\$0.00
				Subtotal \$1,361.00
				Shipping & Handling (UPS Ground)* \$60.00
				Total: \$1,421.00

*To change shipping method, contact your account manager.

 [Pay with Credit Card](#)

RETURNS - All products must 1) be returned in their original packaging, 2) include all manuals, cables, warranty cards, etc., 3) be clean, without scratches and resealed in a factory fresh condition. Freight charges are not refundable. Customer is responsible for shipping costs on returned items. If the returned item meets all the above requirements, it will be accepted and a 50% restocking fee will be applied. Return requests received more than 30 days after receipt of equipment will not be honored. No merchandise may be returned without authorization.

 [Pay by Check](#)

 [Submit Purchase Order](#)

Thank you for choosing Vendini. We appreciate your business.

*Proposal For:
Logan County
Landfill*

*From:
Kurt Miller Construction Co. LLC*

BID PROPOSAL

The following is an bid proposal which includes the materials, subcontractors and Kurt Miller Construction Company's labor costs that will be necessary to construct the client's building to what the client has specified is to be completed by the contractor.

The contractor agrees to furnish all labor and materials needed to construct the agreed upon portion of the new building in a good work like manner. The contractor agrees to complete this project in the most cost efficient way.

Description of materials:

Concrete:

All concrete work and excavation will be as determined on the blueprint.

Footers will be 20" X 12" with 2-1/2" rebar.

The foundation will be 8" X 48" with 4-1/2" rebar.

All concrete will be 6 sack mix.

Exterior Concrete will have 3 sets of steps with 4'X4' landings at the floor level,

One concrete handicap ramp will be 4' wide with a 1/12" pitch, (length to be determined after final grade).

All steps and ramp will have a 2 bar handrail as shown on floor plan.

Wall Framing:

All exterior walls will be constructed using 2 X 6 wood framing.

Interior walls will be 2x4 wood framing as shown on floor plan.

The headers will be double 2" X 12" framing.

The exterior will be sheeted with 7/16" wafer board and wrapped with house wrap.

Construction of floor joist will be 9-1/2" TGI's on 16" centers with fiber strong rim joist, then sheeted with 3/4" T&G glued and nailed.

Joists to be set on interior pony wall on concrete footers.

Roofing & Trusses:

An installation of an engineered truss system will be installed.

Hip fillers & valley will be hand framed (for accuracy), 2"x6" tail stiffeners.

The entire roof will be sheeted with 5/8" roof sheeting, layered with titanium roof paper; roof vents installed as needed, and 2"x3" drip edge.

The roof will have metal to match as close as possible to shop in color & profile.

Exterior Completion:

The exterior will be sided with same material used on roof with all necessary trim.

The metal soffit & fascia will be: 6" steel fascia, quad 4 vented aluminum soffit.

Seamless gutters are included.

Windows & Doors:

Windows will be vinyl sliding windows, (sizes detailed on floor plan).
Exterior doors will be 1-3/4" metal flush doors with metal jambs.
Interior doors will be metal flush 1-3/8" doors with metal jambs & casing.
All door handles will be levered door handles.
Automated door openers are not included.

Interior Completion:

The interior of building will be finished with ½" drywall on walls and 5/8" on ceilings, taped & textured, with orange peel texture.
All drywall will be primed and painted, one color only.
Vinyl flooring will be installed throughout entire building with vinyl base cove trim.
Insulation will have R-45 in ceiling and R-19 in walls.
Cabinets will be white finished, flush doors.
Countertop will be laminate material, (color to be determined).
Appliances such as refrigerator, microwave, oven, & dishwasher are not included.
Interior fire rated sprinkler system is not included.

Heating & Air:

Heating will be hot water heat with baseboards with 4 zones.
Air-conditioning will have an outside condensing unit with an attic installed air handler and distribution ducting.

Plumbing:

Licensed plumber will install plumbing according to plumbing codes.
Included: one shower enclosure, two toilets, two bathroom sinks, and one small sink in kitchen area.
Plumbing fixtures will be white with chrome faucets & trim.
Water softener is included.
Reverse Osmosis not included.

Electrical:

Licensed electrician will install electrical outlets according to electrical codes.
Light fixtures will include 8 florescent fixtures, 2 bathroom light – fan combo's, 2 vanity lights, 1 hall light, 3 regular exterior lights.
Extra electrical needed for computer is not included.
Motion censored lights and exit lights are not included.

This contract does not include any work beyond the perimeter of the building, such as septic system, well work, water lines, utilities services, out buildings, outside lighting, soil testing, surveying, landscaping, sprinkler system, or fencing ect.

Kurt Miller Construction is not responsible for any appraisal costs, closing costs, insurance, any liability or costs that might occur due to soil failure.

PAYMENT AGREEMENT:

Upon signing this agreement, we require a 10 percent retainer to assure us of your sincerity of this project and will enable us to plan for your job in our schedule. The retainer will be applied toward the total costs of the project, and will be used for start up costs. Once the job is started the remainder of the contracted amount will be drawn as needed. Any additional changes in cost will be added onto a changed order. Some change orders may be required to be paid separately during construction. The client agrees to make payments to the builder within five working days after the contractor has made a request for building funds. If the builder does not receive payment upon agreed time limit, the builder has the right to stop construction until payment is completed.

Total Estimated Cost	\$ 152,500.00
Due upon signing of agreement.....	\$ 15,250.00
Remaining amount.....	\$ 137,250.00

We the clients do agree to the conditions as stated above and we would like to proceed in the process of making a contract agreement.

Client

Client

Date

Date

I the contractor / or builder do agree to the conditions as stated above and will proceed to implementing this project into our schedule.

Contractor

Date

Name:
Address:
Row Permit # 2015-2

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and TSM Farm the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description) NW 1-9-52 to W 1/2 + NE 1/4 0-9-52
SE 1/4 + S 1/2 NE 1/4 Sec 35-10-52 Sec 35 to Sec 2; and

WHEREAS, Applicant desires to install and construct a irrigation Electric Line, which will be located (Circle One) along, (under) or across CR 50 & CR 47, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 of \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows: X2

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct Electric Line, described above, in the right of way of _____, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than 9-1-2015.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

BREIDENBACH, BROS
ROW 2015-2 2 trench crossings
Hlf 35-10-52 to 02-09-52
00 00 52 to 01-09-52

Name:
Address:
Row Permit # 2015-2

Applicant hereby releases the County from any liability for damages caused by said Electri Line, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other Provisions: N/A

Owner #1
TSM Farm by Terrance Miller Printed name Terrance Miller
Signature

Owner #2

Signature Printed Name _____

Individual Right-of-Way Permit Applicant:
TSM Farm Terrance Miller
Printed name

Terrance Miller
Signature
Address: 25490 WCR 58
Greely CO
80637

Application Fee Paid \$400.00 # 13016
Date 2/23/2015 Receipt # 176661

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

BREIDENBACH, BROS
ROW 2015-2 2 trench crossings
liff 35-10-52 to 02-09-52
and 02-09-52 to 01-09-52

David G Donaldson (Aye) (Nay)

Gene Meisner (Aye) (Nay)

Rocky Samber (Aye) (Nay)

ALL PROPERTY IS OWNED BY TSM FARM LLC c/o TERRY MILLER

APPLICANT BREIDENBACH BROTHERS – Dave Breidenbach

REQUESTING TO TRENCH ELECTRICAL LINES

TRENCH # 1 – * Two lines of wire Crossing from SE4 Section 35-10-52 to NE4 Section 2-09-52, approximately 100 feet west of the intersection of County Road 50 and County Road 47, Iliff, CO

TRENCH # 2 – * Of the two lines, one will vere to the west and the other will vere to the east, Crossing from NE4 Section 02-09-52 to NW4 Section 01-09-52, approximately 100 feet south of the intersection of County Road 50 and County Road 47, Iliff, CO

BREIDENBACH, BROS
ROW 2015-2 2 trench crossings
Iliff 35-10-52 to 02-09-52
and 02-09-52 to 01-09-52

BREIDENBACH, BROS
ROW 2015-2 2 trench crossings
Hiff 35-10-52 to 02-09-52
and 02-09-52 to 01-09-52

Trench 1 →

Hiff, CO 80736

← Trench 2

47

Trench 1 Across Rd 50 app. 100 ft West from intersection of
Rds 47 & 50
Trench 2 Across 47 app. 100 ft. South from intersection
of Rds 47 & 50

GOVERNMENT OBLIGATION CONTRACT**Obligor**

Logan County, Colorado
315 Main Street
Sterling, Colorado 80751

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of March 1, 2015

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligor" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligor as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-renewed funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligees or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligees or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligees shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligees shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligees hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligees then Obligees will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligees as provided herein and conveyed to Obligees or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligees as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligees as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligees as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligees, then Obligees may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligees with a Certificate of Insurance which lists the Obligees and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligees in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- The liability insurance shall insure Obligees from liability and property damage in any form and amount satisfactory to Obligees.
- Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligees with a certificate and/or other documents which evidences such coverage.
- All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligees and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligees or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligees or its assignees. Obligor shall furnish to Obligees certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligees, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligees, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligees.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Obligees for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligees that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligees in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligees such documents as Obligees may request to evidence the passage of legal title to the Equipment to Obligees.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligees a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligees to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligees. All of Obligees's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligees at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-renewal by delivering the Equipment and any Additional Collateral to the Obligee at a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract

Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 11.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 11.10 Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A; The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account

Section 11.11 Obligor further warrants and certifies that: Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached to the Contract; in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Logan County, Colorado

KS StateBank

Signature

Rocky L. Samber

Printed Name and Title

BOCC, CHAIRMAN

Logan County, Colorado

Attested By Authorized Individual:

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

Signature

Pamela M. Bacon Clerk to the Board

Printed Name and Title



EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of March 1, 2015, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

2015 Fully Equipped Patrol Vehicles

Physical Address of Equipment after Delivery : 110 Riverview Road, Room 116, Sterling, CO 80751

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of March 1, 2015, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Date of First Payment: At Closing
 Original Balance: \$133,641.00
 Total Number of Payments: Three (3)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$46,500.00	\$0.00	\$46,500.00	\$90,058.12
2	01-Mar-16	\$46,500.00	\$3,877.86	\$42,622.14	\$45,512.38
3	01-Mar-17	\$46,500.00	\$1,981.14	\$44,518.86	\$0.00

Logan County, Colorado

Signature

Rocky L. Samber

Printed Name and Title

BOCC, CHAIRMAN

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

EXHIBIT D

SIGNATURE CARD

RE: Government Obligation Contract dated as of March 1, 2015, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Logan County, Colorado.

Logan County, Colorado

Signature
Rocky L. Samber BOCC, CHAIRMAN
Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature
Pamela M. Bacon CLERK TO THE BOARD
Printed Name and Title

EXHIBIT E

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of March 1, 2015, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____
 Phone: _____
 Contact Person: _____
 Equipment: _____
 Amount of Equipment: _____

Vendor Name: _____
 Phone: _____
 Contact Person: _____
 Equipment: _____
 Amount of Equipment: _____

Vendor Name: _____
 Phone: _____
 Contact Person: _____
 Equipment: _____
 Amount of Equipment: _____

Pierce will complete

Vendor Name: _____
 Phone: _____
 Contact Person: _____
 Equipment: _____
 Amount of Equipment: _____

Vendor Name: _____
 Phone: _____
 Contact Person: _____
 Equipment: _____
 Amount of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	Certificate Holder:
Logan County, Colorado	KS StateBank
315 Main Street	1010 Westloop, P.O. Box 69
Sterling, Colorado 80751	Manhattan, Kansas 66505-0069

1. **Equipment Description**
 - ◆ 2015 Fully Equipped Patrol Vehicles
 - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
 - ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.
3. **Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$133,641.00.
4. **Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
 - ◆ KS StateBank and/or Its Assigns MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Fax: (785) 587-4016
or
Email: bbeurskens@ksstatebank.com

Please complete the information below and return this form along with the Contract.

Logan County, Colorado

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3347733	Payment Amount \$46,500.00	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month 1st	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Logan County, Colorado	
Signature	Printed Name and Title
Tax ID Number 84-6000782	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act
USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name Logan County, Colorado	2 Issuer's employer identification number (EIN) 84-6000782
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 315 Main Street	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Sterling, Colorado 80751	7 Date of issue 03/01/2015
8 Name of issue Government Obligation Contract	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ 2015 Fully Equipped Patrol Vehicles	18	135,903	66
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	03/01/2017	\$ 135,903.66	\$ 133,641.00	1.985 years	4.402 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	135,903	66
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	2,262	66
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29	2,262	66
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	133,641	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶ _____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶ _____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶ _____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	▶ _____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: Rocky L. Samber Date: _____
 Type or print name and title: BOCC, CHAIRMAN

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe	<i>H. Evan Howe</i> <small>H. Evan Howe cni=H. Evan Howe, cn=Baystone Financial, LLC, ou, email=ehowe@baystone.net, c=US 20150224 08:17:53 -06'00'</small>	02/23/2015		P01438994
	Firm's Name ▶ Baystone Financial LLC	Firm's EIN ▶ 48-1223987	Firm's Address ▶ 5350 College Blvd., Overland Park, KS 66211	Phone no. (800) 752-3562	

INVOICE

DATE SENT: 02-23-2015

BILL TO:

LOGAN COUNTY, COLORADO
ATTN: ACCOUNTS PAYABLE
315 MAIN STREET
STERLING, COLORADO 80751

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3347733	At Closing	At Closing	\$46,500.00

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF MARCH 1, 2015	PAYMENT AMOUNT: \$46,500.00
2015 FULLY EQUIPPED PATROL VEHICLES	
<i>Additional interest will be assessed on any payment received after the due d.</i>	
	\$46,500.00
	TOTAL DUE

*Sheriff
will voucher*

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.