

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
May 22, 2025
9:30 AM**

Members

Lawrence Big Hair, Presiding Officer
George Real Bird III, Member
Larry Vandersloot, Member

1. Call to Order

Commissioner Vandersloot, Pro Tempore, calls meeting to order.

2. Roll Call

Commissioner Vandersloot, Pro Tempore, and Commissioner Real Bird, member, were both in attendance. Heather Ready, Deputy County Attorney, was also in attendance.

3. Claim Approvals

4. Approve Minutes and Supporting Documents

Commissioner Real Bird entertained a motion to approve minutes from May 22, 2025. The motion was seconded by Commissioner Vandersloot and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Change Crow River Road to River Road

Commissioner Real Bird entertained a motion to approve Resolution 2025-16, a resolution changing the name of Crow River Road to River Road. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Fairgrounds Special District

No public comments were received during the public comment period or at the Public Hearing held May 15, 2025. Commissioner Real Bird entertained a motion to approve Resolution 2025-17, a resolution creating a special district around the fairgrounds. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Land Sale Procedure Amendment

The Board is adopting a new resolution to be able to gift or donate property to another government or city. Commissioner Real Bird entertained a motion to approve resolution 2025-18. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Forte Contract

This is the contract to be able to process credit card payments on the civic clerk website
Commissioner Real Bird entertained a motion to approve the Forte Contract. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Shattil Settlement

Commissioner Real Bird entertained a motion to approve the copyright settlement agreement with Wendy Shattil. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Tour de Big Horn

Commissioner Real Bird entertained a motion to approve Resolution 2025-19, a resolution setting meeting dates throughout Big Horn County the week of June 2, 2025 to June 6, 2025. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Weed Board Off-Site Meeting

Commissioner Real Bird entertained a motion to approve Resolution 2025-20, a resolution where the Board of County Commissioners will be attending a weed board meeting to discuss budget and weed

contracts. The motion was seconded by Commissioner Vandersloot and passed unanimously.

JMS Crane Contract

This contract is so JMS can move bridge beams for Soap Creek to the county yards until the project is underway. Commissioner Real Bird entertained a motion to approve the crane contract. The motion was seconded by Commissioner Vandersloot and passed unanimously.

8. Public Comments

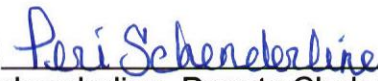
9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: 

Larry Vandersloot, Pro Tempore

Attest: 

Peri Schenderline, Deputy Clerk & Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 16

PREAMBLE:

A Resolution of the Board of County Commissioners changing the name of Crow River Road to River Road.

RECITALS:

Pursuant to MCA § 7-14-2102, a board of county commissioners may, in its discretion, do whatever may be necessary for the best interest of the county roads and the road districts.

Pursuant to MCA § 7-14-2103(1-2), a board of county commissioners has general supervision over the county roads within the county and may survey view, lay out, record, open, work and maintain county roads.

Crow River Road is located within Big Horn County.

The Board of County Commissioners passed Resolution 2025-13 declaring it to be the intention of the Board to change the name of Crow River Road to River Road.

The Board held a public hearing on May 15, 2025, at the Big Horn County Courthouse Room 301 for members of the public to comment on the proposed change. Notice of the public hearing was published in accordance with MCA 7-1-2121 and mailed to affected landowners. Members of the public were also invited to submit written comments.

At the public hearing, the Board received one public comment in favor of the proposed change. No written comments were received.

THEREFORE:

The Board of County Commissioners of Big Horn County hereby finds that the name Crow River Road unnecessarily causes confusion with River Crow Road.

The Board resolves that the name of the road shall be changed from Crow River Road to River Road and the cost of changing the road name signs shall be paid by the County.

The Board further directs staff to notify affected landowners that the name of Crow River Road has been changed to River Road within seven (7) days.

ENACTED:

This 22nd day of May, 2025, in Hardin, Montana.

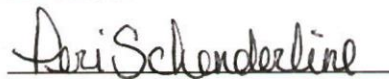
BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

ATTEST:


Peri Schenderline
Deputy Clerk and Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 17

PREAMBLE:

A Resolution of the Board of County Commissioners of Big Horn County creating the Big Horn County Fairgrounds District.

RECITALS:

In accordance with MCA 7-11-1001 et seq., a board of county commissioners may create a special district by resolution.

The Big Horn County Fairgrounds is important to the citizens of Big Horn County as it provides both indoor and outdoor facilities for large community events. The Fairgrounds play an important role in the community as it is used to promote agriculture, education, culture, recreation and community connections.

The limits and boundaries of the district are shown on the map attached as Exhibit A. The boundaries of the District are the same as the boundaries of the Fairgrounds.

In accordance with MCA 7-11-1007, the Board held an initial public hearing on August 29, 2024, prior to adopting a resolution of intention, concerning the creation of the proposed District. No public comment was received.

The Board adopted Resolution 2025-__, a resolution declaring it to be the intention of the Board to create the Big Horn County Fairgrounds District and setting a public hearing, which was held on May 15, 2025 at 9:30 AM. No public comment was received.

Because the County is the owner of all real property to be included in the special district, there were no properties that would be subject to potential assessment, fees, or taxation under the creation of the proposed special district to include on the list and notified by mail, as required by MCA 7-11-1007(3)(b-c).

Because the County is the owner of all real property to be included in the special district, there were no owners of property who had a right to protest, as set forth in MCA 7-11-1008.

THEREFORE:

The Board of Commissioners of Big Horn County hereby finds that creating a special district for the Fairgrounds will allow the County to pursue grants and loans to fund proposed improvements, including a new event center, more energy efficient lighting, and repairs to the grandstands.

The Board finds that insufficient protests were made, in accordance with MCA 7-11-1008, as there are no private property owners within the boundaries of the special district who have a right to protest.

The Board resolves that the Big Horn County Fairgrounds District is hereby created.

The Big Horn County Fairgrounds District shall be administered by the Board. The duration of the District shall be perpetual.

The Board further directs that a certified copy of this Resolution shall be delivered to the Clerk and Recorder of Big Horn County and to the Montana Secretary of State, who shall issue a certificate of establishment in accordance with MCA 7-11-1012.

ENACTED:

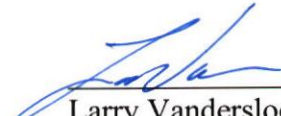
This 22nd day of May, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

Lawrence Big Hair, Presiding Officer



George Real Bird III, Member



Larry Vandersloot, Member

ATTEST:



Peri Schenderline
Deputy Clerk and Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 18

PREAMBLE:

A Resolution establishing the procedures for sale and disposition of real property owned by Big Horn County.

RECITALS:

In accordance with MCA 7-5-2101(1), the Board of County Commissioners ("Board") has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

In accordance with MCA 7-8-2301, the Board shall set the price, of and sell at public auction, land acquired by tax-deed. Tax-deed land not sold at the first or second auction may be sold at a third auction for less than the appraised value or disposed of as provided in MCA 7-8-2501, et seq.

In accordance with MCA 7-8-2522, the Board may make trades, exchanges, or donations of real property owned by the County.

Pursuant to MCA 7-8-2521(1), the Board shall, after holding a public hearing noticed as provided in MCA 7-1-2121, adopt a resolution providing for sale and disposition of county real property. The resolution must include:

- (a) approved locations for sales, including whether sales may be conducted by use of an internet website or other online location;
- (b) a requirement that all sale locations be accessible to the public;
- (c) types of sales for which public auction is required;
- (d) who may conduct a sale or auction;
- (e) procedures for issuing permits, leases, or licenses, including:
 - (i) the terms, conditions, and processes for issuance of permits, leases, and licenses;
 - (ii) authorization to enter into agreements with entities to which permits, leases, or licenses may be issued;
 - (iii) a prohibition on a lease being made for an amount less than the amount that would have been collected if taxes on the real property had been levied; and
 - (iv) the process for authorizing a lessee to place improvements on the property;
- (f) how sales will be noticed if the board intends to provide notice in addition to notice by publication as required in MCA 7-1-2121;
- (g) how property retained by the county will be administered and maintained; and
- (h) any other provision that the board considers to be necessary for the disposition of property in a manner that is in the best interests of the county and its citizens.

In accordance with MCA 7-8-2521(2), consideration must be given to multiple-use management.

In accordance with MCA 7-8-2521(3), provisions in the resolution regarding exchanges or donations of real property must be in compliance with MCA 7-8-2522.

Pursuant to MCA 7-8-2304, a sale of tax-deed land must be for cash, or in the case of real property, on terms that the Board approves.

The Board may sell or exchange County real property that is not necessary for the conduct of the County business to any city, town, or political subdivision, pursuant to MCA 7-8-101.

The County has obtained title to real property through the tax deed process and desires to establish procedures and rules for the sale and disposition of the real property.

As required by MCA 7-8-2521(1), the Board gave notice and held a public hearing on _____, 2025 on this resolution.

THEREFORE:

The Board of Commissioners of Big Horn County hereby rescinds any prior resolutions establishing procedures for the sale and disposition of real property.

The Board hereby resolves that the following requirements shall apply to the sale or disposition of County real property:

1. Sales may be conducted in the Big Horn County Courthouse and/or on an internet website.
2. All sale locations shall be accessible to the public.
3. A public auction is required to sell the following:

- a. Property acquired by tax-deed, as required by MCA 7-8-2301 (required for the first and second attempts to sell property acquired by tax-deed).
4. Property that was not sold at a second tax-deed auction may be sold at either a public auction or by sealed bid, or otherwise disposed of as allowed herein.
5. The Board or its designee may conduct a sale or auction.
6. The Board shall establish the minimum sales price for property acquired by tax-deed, as provided in MCA 7-3-2301. Except as otherwise provided herein, the sales price shall not be set less than the amount necessary to recover the full amount of taxes, assessments, penalties, and interest due at the time the tax deed was issued to the County plus the County's costs in taxing the tax deed and in conducting the sale and additional taxes due, if any, at the time of the sale.
7. Prior to sale, as provided in MCA 7-8-2513, property with an estimated value of more than Twenty Thousand Dollars (\$20,000) shall be appraised by a disinterested certified general real estate appraiser to determine the value. Land acquired by tax-deed that failed to sell for its appraised value at a second auction, as provided in MCA 7-8-2301(5)(b), is exempt from this requirement.
8. The Board may donate or sell at a reduced-price real property acquired by tax-deed to a municipality or corporation for the purpose of constructing low-income housing, as allowed by MCA 7-8-2301.
9. The Board may make trades, exchanges, or donations of real property owned by the County, pursuant to MCA 7-8-2522.
10. The Board may sell or trade to any city, town, or political subdivision, real property, however held or acquired, that is not necessary for the conduct of the County business, pursuant to MCA 7-8-101. The minimum sales price requirement set forth in Paragraph 6 above shall not apply to sales or trades to political subdivisions.

The Board further resolves that the following requirements shall apply to the issuing of permits, leases, or licenses for County real property:

1. All permits, leases, or licenses shall be approved by the Board.
2. The Board is authorized to enter into agreements with entities to which permits, leases, or licenses may be issued.
3. A lease may not be made for an amount less than the amount that would have been collected if taxes on the real property had been levied.
4. A lessee of County real property may only place improvements on the real property pursuant to a written agreement approved by the Board.
5. When occupied real property is acquired by the County, the Board may either enter into a lease with the occupants or give the occupants thirty (30) days' notice to vacate the real property.

The Board resolves that sales of County real property will be noticed by publication, as required by MCA 7-1-2121. Notice of sales shall also be posted on the County website, in the County Courthouse, and other places where public notices are customarily posted.

The Board, or its designee, shall direct the administration and maintenance of real property retained by the County.

The Board further directs that sales or disposition of real property by the Board shall be made with consideration given to multiple-use management, which allows diversity of activities on public lands and results in the establishment of local economies based on these principles and practices.

ENACTED:

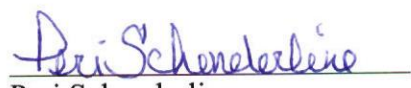
This 22nd day of May, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

Lawrence Big Hair, Presiding Officer


George Real Bird III, Member

ATTEST:


Peri Schenderline


Larry Vandersloot, Member

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 ("FORTE" or "Party"), and **Big Horn County**, a political subdivision of the State of Montana, with its primary address at 121 West 3rd, Hardin, MT 59034 ("AGENCY" or "Party" or "Merchant"), and is effective upon the date last signed below (the "Effective Date"). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House ("ACH"), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents" or "Customer").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY's actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A. As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of five (5) years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a “Renewal Term” and, together with the Initial Term, the “Term of the Agreement”) unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

5.5 Termination with Notice. AGENCY may terminate this Agreement with prior notice in the event (i) there is a material adverse change to FORTE or its financial condition; or (ii) FORTE is in violation of any applicable Law, Rule or regulation.

5.6 Termination without Notice. AGENCY may immediately terminate this Agreement without prior notice in the event (i) that it determines FORTE has experienced an actual or suspected data security breach; or (ii) AGENCY observes or learns of irregular, suspicious or fraudulent activity at FORTE that is reasonably determined to expose AGENCY to risk of financial, reputational, or other measurable loss.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements. AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or

charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along

with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with

the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines. "Laws" will have the meaning set forth in Appendix A and also includes the Montana Consumer Data Privacy Act [MCA 30-14-2801, et seq.], Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, and MCA 18-5-401, et seq. concerning the Blind Enterprise Program's vending facility rules. In accordance with MCA 49-3-207, and Executive Order No. 04-2016, FORTE agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the

fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY AND INSURANCE

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THREE (3) TIMES THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE ONE (1) YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. . NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

14.3 FORTE shall carry a liability insurance policy having limits of One Million Dollars (\$1,000,000.00) naming the AGENCY as an additional insured and providing that should FORTE default in any manner under said insurance policy that the AGENCY be notified by the insurer prior to cancellation of said insurance policy. It is understood and agreed that the FORTE'S insurance policy is primary to any other valid and collectible insurance available. For any claims related to this Agreement, FORTE'S insurance coverage shall be primary insurance as respects the County, its elected officials, employees and attorneys. Any insurance or self-insurance maintained by the AGENCY, its elected officials, employees, or attorneys shall be excess of the FORTE'S insurance and shall not contribute with it. FORTE shall provide the County a Certificate of Insurance indicating that it meets the requirements herein, including but not limited to confirmation by FORTE'S insurance carrier that FORTE'S insurance is the primary insurance as set forth above. The insurance may be carried under a blanket policy.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in

accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

16. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

17. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

18. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

19. CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the Laws of the state of Montana without reference to choice of laws rules. The parties agree that the proper venue for a dispute relating to

this Agreement shall be in the Montana 22nd Judicial District Court located in Big Horn County or in the United States District Court, District of Montana, as appropriate.

20. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

21. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

23. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

Signature page follows

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

**BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA**

By: 

Name: ~~Lawrence Big Hair~~ Larry Vanderkast

Title: Presiding Officer

Date: 5/22/25

CSG FORTE PAYMENTS, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B

ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C

ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D

AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E

INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
- a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1
PRICING FEE SCHEDULE
 (Big Horn County, MT)

1. Service (Convenience) Fee Pricing Option:

a) **MasterCard, Visa, Discover and American Express cards**

3.00% of the payment amount with a minimum fee of \$2.00 based upon volume.

b) **Electronic check – online WEB payments and IVR Payments**

(Includes Forte Verification for known accounts)

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

2. Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, American Express	3.00% + \$0.25	Per Transaction
Account Updater (Optional)	\$0.35	Per Transaction
Account Updater (Optional)	\$25.00	Per Month
Forte Protect (End-2-End Encryption)	\$0.10	Per Transaction
Forte Protect (Key Injection)	\$25.00	One time, Per Device
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.35	Per Batch; Waived
ACH Fee-debits/credits	\$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Per Month Per Merchant Account

Forte's fees include: Total volume processed multiplied by bpts
 Total # of transactions processed by per item fee

3. Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	\$0.25	Per Transaction
Monthly Gateway Fee	\$29.99	Per Merchant ID

4. Equipment Pricing:

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo and Counter- Top Docking Station Bundle (recommended)		\$219.00 per device with docking station plus shipping

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

The parties to this Settlement Agreement and Release ("Agreement") are Wendy Shattil, an individual (hereinafter "Photographer") and Big Horn County, a political subdivision of the State of Montana (hereinafter "BHC").

WHEREAS, a dispute has arisen between the parties hereto relating to BHC's use of one (1) of Photographer's photographs, registered with the U.S. Copyright Office as **U.S. Copyright Registration VA0001301433-Bighorn019** (hereinafter "Photograph") on www.facebook.com (the "Dispute").

WHEREAS, it is the desire of the parties to this Agreement to settle, once and forever, the aforementioned Dispute which has arisen between them.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

1. PAYMENT: No later than ten (10) days after both Parties' execution of this Agreement, BHC will send Photographer's counsel and Photographer's counsel on Photographer's behalf will receive the amount of six thousand dollars (\$6,000.00) made via check(s) made payable to "Gafni & Levin LLP Client Trust Account." The Taxpayer Identification Number for Gafni & Levin LLP is 82-1483112.

2. REMOVAL OF PHOTOGRAPH: BHC acknowledges that the Photograph has been removed from www.facebook.com and will make no further use, copying, distribution or display of the Photograph without first obtaining prior permission from Photographer.

3. RELEASE(S)

a. Release of BHC: Upon full payment by BHC, Photographer, on her own behalf and on behalf of her representatives, attorneys, heirs, executors, administrators, agents, successors and assigns does hereby release, acquit and forever discharge BHC and its present and former insurers, employees, representatives, agents, elected officials, public officers, and attorneys from any and all claims, expenses, debts, demands, costs, contracts, liabilities, obligations, actions and causes of action, whether known or unknown, whether in law or in equity, which she had or has or may claim to have from the beginning of time through the Effective Date of this Agreement arising out of the Dispute and/or BHC's use of the Photograph on www.facebook.com.

b. Release of Photographer: BHC, on behalf of its representatives, attorneys, agents, employees, web developers, elected officials, public officers and assigns does hereby release, acquit and forever discharge Photographer and her present and former insurers, successors, predecessor, subsidiaries, parents, divisions, shareholders, partners, employees, representatives, agents, officers, directors, and attorneys from any and all claims, expenses, debts, demands, costs, contracts, liabilities, obligations, actions and causes of action, whether known or unknown, whether in law or in equity, from the beginning of time through the Effective Date of this Agreement arising out of the Dispute and/or BHC's use of the Photograph on www.facebook.com.

4. **WARRANTIES:** Photographer warrants and represents that she is the copyright owner of the Photograph, and she has not assigned or in any way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this Agreement.

5. **NO ADMISSION OF LIABILITY:** This Agreement effects the settlement of disputes which are denied and contested, and nothing contained herein should be construed as an admission by any party of any liability of any kind with respect thereto. All such liability is expressly denied. Further, all parties are to bear their own costs and attorneys' fees.

6. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning this subject matter. This Agreement may not be altered, amended or modified except by a further writing signed by the parties.

7. **ATTORNEY'S FEES:** In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. If the payment has been made in good and sufficient funds before the date set forth above, and if all terms within the agreement are fully complied with, NO attorney fees apply whatsoever.

8. **AUTHORITY:** Each party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement. By the signature of each of the representatives of the parties hereto placed on this Agreement, each such signatory represents and warrants that he or she is authorized to sign this Agreement on behalf of the party for whom he or she is signing.

9. **COUNTERPARTS:** This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. The parties agree that an electronic signature and emailed copy of the agreement will be enforceable.

10. **UNENFORCEABLE TERMS:** In the event that any provisions of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

11. **DRAFTING AND ADVICE OF COUNSEL.** The Parties agree that neither of them shall be deemed the drafter of this Agreement and that, in interpreting this Agreement, no provision hereof shall be construed in favor of one party on the basis that it was drafted by the other. The Parties have had an opportunity to seek the advice of counsel and agree that they have read and understood this Agreement.

12. **CONFIDENTIALITY.** The Parties recognize that BHC is a political subdivision of the State of Montana and subject to broad open record laws. Further, the citizens of Montana have a constitutionally protected right to "examine documents . . . of all public bodies . . . of state government and its subdivisions, except in cases in which the demand of individual privacy clearly exceeds the merits of public disclosure." Mont. Const. Art. II, Part II, Sec. 9. However, unless required by law, the Parties shall make a good faith effort keep this Agreement and all its contents confidential. Further, the parties may make necessary disclosures to their agents,

counsel, accountants, financial advisors, auditors, duly elected Treasurer, and tax professionals retained by them, and any government authority, and except as required by law or court order.

IN WITNESS WHEREOF, the parties have executed this instrument on the dates indicated below.

Dated: May , 2025

Wendy Shattil

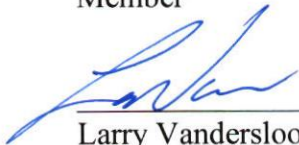
Dated: May , 2025

Big Horn County, a political subdivision of Montana,
by and through its Board of County Commissioners:

Lawrence Pete Big Hair,
Presiding Officer



George Real Bird III,
Member



Larry Vandersloot,
Member

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 19

PREAMBLE:

A Resolution setting forth the dates of public hearings to be held in communities throughout Big Horn County for the purpose of obtaining public comment on the preliminary budget for fiscal year 2025-2026 and other topics of public concern.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

Pursuant to MCA 7-5-2122(3), the board may, by resolution and having provided at least 2 days' posted public notice, in accordance with MCA 7-1-2123, designate a meeting time and place that is not held at the county seat.

Pursuant to MCA 7-6-4024, the local governing body shall hold a hearing on its preliminary budget, in accordance with the notice given pursuant to MCA 7-6-4024.

Pursuant to MCA 7-6-4021, the governing body shall cause a notice of a public hearing on the preliminary budget to be published.

The Board of County Commissioners of Big Horn County (Board) has completed its preliminary annual budget for fiscal year 2024-2025.

The preliminary budget has been placed on file and is open to inspection in the Big Horn Clerk and Recorder's Office, located in Room 203 of the Big Horn County Courthouse, 121 W. 3rd, Hardin, Montana.

In addition to holding a public hearing at the County Courthouse, the Board desires to hold public hearings on the preliminary budget in other communities throughout the County. In addition to the preliminary budget, the Board shall request public input on other topics of community importance.

THEREFORE:

The Board of Commissioners of Big Horn County hereby resolves to hold a public hearing on its preliminary budget on June 5th, 2025 at 9:30 AM in Room 301 of the Big Horn County Courthouse, located at 121 W. 3rd, Hardin, Montana.

The Board further resolves to hold the meetings outside of the Big Horn County Courthouse, as follows:

1. Sarpy-The Board shall hold a meeting at the Sarpy Community Hall for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year and to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 3rd, 2025 at 1 PM.
2. Lodge Grass-The Board shall hold a meeting at the Lodge Grass Senior Center for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 4th, 2025 at 12 PM.
3. Crow Agency- The Board shall hold a meeting at the Little Big Horn College Programs Room for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 4th, 2025 at 2 PM.

4. Fort Smith/St. Xavier- The Board shall hold a meeting at Big Horn District Hall for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 2nd, 2025 at 10 AM.
5. North Valley- The Board shall hold a meeting at the GateWay Christian Center for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 3rd, 2025 at 10 AM.
6. Decker- The Board shall hold a meeting at the Community Center for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 6th, 2025 at 2 PM.
7. Wyola- The Board shall hold a meeting at the Mighty Few District Hall for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 6th, 2025 at 10 AM.
8. Pryor- The Board shall hold a meeting at the Pryor Community Hall for purposes of conducting a public hearing on the preliminary annual budget for the ensuing fiscal year to discuss creating fire service areas and local volunteer fire fighting. The meeting shall be held on June 2nd, 2025 at 1PM.

The Board directs that any taxpayer or resident may appear at the public hearings and be heard for or against any part of the proposed budget and to comment on the other agenda items.

The Board directs that notice of these public hearings shall be published in conformity with MCA 7-1-2121.

ENACTED:

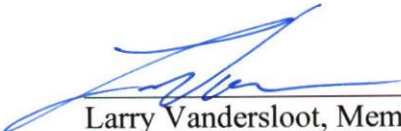
This 22nd day of May, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

Lawrence Big Hair, Presiding Officer



George Real Bird III, Member



Larry Vandersloot, Member

Attest:



Peri Schenderline
Deputy Clerk and Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 20

PREAMBLE:

A Resolution that a quorum of the Board of Commissioners of Big Horn County will attend the Big Horn County Weed District Board meeting.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

Pursuant to MCA 7-5-2122(5), a quorum of commissioners attending an event or meeting during which issues are discussed over which the commissioners have supervision, control or jurisdiction shall provide a report at the commission's next regularly scheduled public meeting.

A quorum of the Board of Commissioners desires to attend the June 5, 2025 meeting of the Big Horn County Weed District Board.

THEREFORE:

A quorum of the Board of Commissioners of Big Horn County hereby resolves to attend the Big Horn County Weed District Board meeting held on June 5, 2025 at 1:00 PM at 802 W. 3rd St., Hardin, Montana.

The Board further directs that notice shall be published in conformity with MCA 7-1-2121.

ENACTED:

This 22nd day of May, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

Attest:


Peri Schenderline
Deputy Clerk and Recorder



Quote

Date: May, 07 2025

Page 1 of 8

Job Dates:

Quote

BLC-2010002969

Customer : Big Horn County
121 West 3rd Street
Hardin, MT 59034

Contact : AJ Espinoza
Phone : (406) 679-5193
Fax :
Email : aespinoza@bighorncountymt.gov

Job Site : Big Horn County Yard
803 North Center Avenue
Hardin, MT 59034

Salesperson : Gemaehlich, Billy
Phone : (406) 850-1448
Fax :
Email : billyg@jmscrane.com

Estimate is valid for 30 Days from Quote Date

Item Description	Quantity	Unit Meas	Rate	Amount
110T AT/TRUCK CRANE	1.00		\$4,000.00	\$4,000.00
110 ton AT Crane - Lump sum price - Includes mobilization to site, set up, unloading beams, mobilization out. (Pricing includes 8 hours of port to port billing) - This rate is per day and will apply daily if additional days are required.				
OVERTIME (OT CRANE)	0.00	Hours	\$550.00	\$0.00
110 ton AT crane - Hourly overtime rate if port to port hours exceed 8 hours				
FUEL SURCHARGE	1.00	Percent	10.00%	\$400.00
TPP TAX SURCHARGE	1.00	Percent	2.00%	\$80.00
Estimate				\$4,480.00

Scope of Work

JMS to provide operated crane support to off-load bridge beams from trailer to ground at Big Horn County Yard in Hardin, MT.
Crane: 110 ton AT with max counterweight - (4)30' slings and (4)20' slings with (8)17 ton shackles
Weight: 41,000 pounds
Max radius: 40'

Comments

JMS is not responsible for access/egress issues due to, but not limited to, overhead obstructions and ground conditions.
Crane(s) subject to availability. JMS requires free and clear access with stable ground for setup upon arrival. Any delays due to inadequate access, or ground conditions requiring assistance to remove immobilized cranes, will be at customers' expense.
JMS is not responsible for damage to ground (asphalt, concrete, etc.)

In compliance with applicable laws, a credit card processing fee will be added to all transactions paid by credit card.

ESTIMATE IS VALID FOR 30 DAYS FROM THE QUOTE DATE.

THE ABOVE ESTIMATE IS BASED ON INFORMATION PROVIDED BY CUSTOMER INITIALLY AND MAY SUBJECT TO CHANGE.

Changes to the scope of work will incur extra charges which must be agreed upon and evidenced in a change order, executed by both parties, prior to commencement of work.



Quote

Date: May, 07 2025

Page 2 of 8

Job Dates:

Quote

BLC-2010002969

JMS requires a Purchase Order or Letter of Intent prior to Mobilization.

Estimated fuel cost is based on national average at time of Quote JMS reserve the right to invoice for additional cost should national average increase during project duration.

The undersigned affirms that s/he is an Authorized Customer Representative and hereby accepts the terms of this Quote on behalf of the named Customer above and agrees that the attached Standard Terms and Conditions shall apply to all work performed by JMS Crane & Rigging, Inc. ("Lessor").

Authorized Customer Representative:

Print Name Larry Vanderloo Signature: [Signature]

Date: 5/22/25

Terms & Conditions

STANDARD TERMS AND CONDITIONS (2024/09/09)

- Effective Date:** These terms and conditions between the named Customer ("Lessee") and TNT Crane & Rigging, Inc., RMS Cranes, LLC, RMS Rigging, LLC, JMS Crane & Rigging, LLC, Southway Crane & Rigging, LLC, Southway-Columbia Crane & Rigging, LLC, and/or any applicable TNT Crane & Rigging, Inc. affiliate (individually and collectively, "Lessor") apply to instances of equipment owned by Lessor ("Equipment") leased to Lessee, operated crane services, rigging services, transportation services, and/or warehousing services (individually or collectively, "Work") performed by Lessor for Lessee including any Work performed pursuant to a quote ("Quote"), or invoice issued by Lessor to Lessee ("Invoice") pursuant to a purchase order number ("PO#"), and shall be binding on the parties upon "Acceptance" by the Lessee which is defined as the earliest to occur of the following: (i) Delivery (as defined in Section 3 below); (ii) the issuance of a PO# by the Lessee for work to be performed pursuant to a Quote; or, (iii) confirmation in writing by the parties of agreement to the terms of the Quote. Unless otherwise amended or mutually agreed to by the parties, this agreement shall be binding with respect to all Work performed for Lessee for one year from the from the earliest date of execution by an authorized customer representative, or until the Work is completed, whichever is later. Lessee shall be responsible for the acts and/or omission of any third party hired or retained by Lessee with respect to any duties and/or responsibilities of Lessee hereunder that are delegated to any such third party and any liability arising therefrom shall be joint and several as to Lessee and such third party.
- Quote Estimate:** Unless otherwise stated, the estimate stated on the Quote ("Estimate"): (i) is only applicable to Work performed by the Lessor branch whose address appears in the Quote; (ii) is subject to availability at the time Acceptance; (iii) does not include applicable sales and use taxes; (iv) is based on weight, load, radius, and special rigging specifications provided by Lessee to Lessor; (v) is based on continuous operation with no delays caused by factors outside the control of Lessor; and, (vi) is provided without a Jobsite inspection and is subject to the Jobsite Conditions set forth in Section 5. Upon Acceptance, the pricing terms stated in the Quote shall be final subject to adjustments as outlined in these terms and conditions. For the avoidance of doubt, in the event the final amount invoiced for Work performed exceeds the Estimate, Lessee agrees that its approval of such Work by its signature on confirmatory documentation constitutes its agreement to amend the Quote to the extent thereof and Lessee shall be responsible for the final amount invoiced.
- Delivery:** To the extent the Work includes Equipment leased to Lessee, "Delivery" shall be defined as the date on which Lessee takes possession of such Equipment. To the extent the Work includes operated crane services, rigging services, transportation services, and/or warehousing services, Delivery shall be defined as the earliest date on which Lessor (i) arrives at the Lessee's job location ("Jobsite") with its Equipment in preparation for the performance of the Work; or, (ii) takes possession of Lessee's goods for the purpose of providing storage space, materials handling facilities and/or personnel necessary for the receipt, storage, and transportation of such goods ("Goods"). In the event Lessor takes possession of any of Lessee's materials for the purpose of performing the Work ("Materials"), Lessee acknowledges and agrees that Lessor's possession of Lessee's Materials is solely for the benefit and convenience of Lessee and that between the time when such Materials are delivered to Lessor and until such time the Materials are installed, the Materials shall be held by Lessor at the sole risk and responsibility of Lessee for loss, theft, destruction of such Materials and/or for any damage incurred by Lessee or Lessor arising out of such possession, in whole or in part, whether with or without fault on the part of Lessor. In the event Lessee's Materials are held by Lessor for any period greater than 48 hours, Lessor shall have the right to charge Lessee a storage fee which shall be included as part of the price for the Work. For the avoidance of doubt, (i) Lessor's possession of Lessee's Materials shall be for the purpose of performing operated crane and/or rigging Work; and, (ii) Lessor's possession of Lessee's Goods shall be for the purpose of performing transportation and warehousing Work.
- Payment:** All payments will be due thirty (30) days after the date of each Invoice. All payments shall be paid and delivered to the address designated by Lessor on the face of the Invoice. Past due amounts plus any unpaid interest shall bear interest at 1.5% per month or to the maximum amount allowable under law, whichever is greater.
- Jobsite Conditions-Ground/Powerlines/Rigging:** Lessee shall provide appropriate Jobsite clearance and access as necessary for Lessor's performance of the Work, including but not limited to, appropriate staging area for crane pre/post rig up/down. Lessee shall be solely responsible for costs and/or damages caused by or arising out of delays to the Work due to inadequate Jobsite conditions. Lessee hereby agrees that it will assume all responsibility for the ground or soil conditions in the area where the Equipment is to be stored, parked, or operated. The Lessee shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. If it is not possible to de-energize power lines, then Lessee shall be responsible for the insulating of any power lines, the grounding of all Equipment, and will be required to use rigging or other Equipment designed to prevent electrocution. Lessee is required to provide any and all rigging to be used with the Equipment. Any chokers, slings, straps, chains, hooks, spreaders, fittings, rope, or wire, etcetera, loaned to the Lessee by the Lessor for the Lessee's convenience shall be used and accepted by Lessee at its sole risk and responsibility. Lessee assumes responsibility for any defects in any rigging, whether the property of Lessee or otherwise. **To the extent Lessee performs any rigging services related to the Work in any way, Lessee assumes the responsibility for damage to any load on hook due to a failure of the rigging. Lessee assumes the responsibility for the method of rigging and agrees that all persons involved in the rigging process are qualified according to OSHA's definition 1926.1401 and are under Lessee's direct supervision and control.**
- Scope of Work:** The Work to be performed shall be as stated in the Quote unless otherwise mutually amended by the parties. Lessor shall provide Equipment in good working condition, capable of performing to published data, and, when applicable, operating personnel who are competent and experienced in the operation of the Equipment. Lessor shall provide barricade for cranes per OSHA 29 CFR 1926.1424 (a)(2)(i)(ii) or equivalent standard that may be applicable from time to time. If not specified in the Quote, Lessee is solely responsible for rigging the load. Lessee likewise assumes all liability relating to the adequacy of design or the



Quote

Date: May, 07 2025

Page 3 of 8

Job Dates:

Quote

BLC-2010002969

strength of any lifting lug or device embedded in or attached to any object. Lessor makes no express or implied warranty of any kind whatsoever, with respect to such assistance or loaned Equipment. In the event Lessee provides Materials and/or personnel, Lessee shall bear all risk and be responsible for any damage caused by failed rigging or personnel supplied by Lessee, including damage to the Equipment. Lessee will provide competent personnel, when needed, to direct or flag the operation of the Equipment, and agrees to use standard crane and derrick hand signals in accordance with the American Standard B 30.2-2011, OSHA 29CFR1926.1427 Crane & Derricks in Construction, and/or the latest ANSI standard for the type of crane in use to direct or flag the Equipment. Lessee further agrees to provide or otherwise select competent and experienced personnel to direct the operation of the Equipment, in accordance with OSHA 29 CFR 1926.1428 signal person qualifications and Lessee further agrees that the standard of care and responsibilities will be in accordance with all American National Standards Institute (ANSI) specifications and that ASME B30.5-2014 (and as amended) shall be used when operating the Equipment, including Chapter 5-3 Operation, as well as the OSHA 29 CFR Subpart CC Cranes and Derricks in Construction sections 1926.1400 - 1926.1442. Lessee specifically agrees that Lessor has absolutely no control over any person operating or assisting in operating, repairing, or maintaining any leased Equipment. Lessor may provide an operator with the Equipment. Lessee may reject this operator, however, if operator is not rejected, the operator is under Lessee's exclusive direction and control and is Lessee's agent, servant, and employee.

7. **Storage and Transportation of Goods:** In the event Lessor's Work includes the provision of storage space, materials handling facilities, and/or personnel necessary for the receipt, storage, and/or transportation of Goods, Lessor shall be liable for any loss or damage relating to or arising out of Goods tendered, stored or handled, except to the extent of Lessee's negligence or misconduct. All Goods to be transported to and stored at Lessor's place of storage ("Lessor's Warehouse") shall be properly marked and packaged for storage and handling prior to Delivery. Lessor agrees to comply with all federal, state, and/or local statutes, laws and/or regulations, and/or the requirements of any relevant governmental agencies, governing workplace safety, including, but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651, et seq.). Lessee warrants that no Goods are considered or defined as hazardous substances or materials under applicable law. Lessor agrees to promptly, efficiently, and in a professional and workman-like manner discharge the services to include, but not be limited to, promptly, efficiently, safely, securely, and with reasonable dispatch loading, receiving, transporting, delivering, and unloading the Goods entrusted to it whether received from Lessee or from third parties at the request of Lessee, and shall use reasonable measures, as needed, to adequately protect the Goods from exposure to the elements, weather, and environmental related hazards. Lessee shall furnish prior to such Delivery documentation to clearly identify the Goods tendered for storage at Lessor's Warehouse and such other information as is required for Lessor to perform its Work hereunder, including a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired. Lessor shall store the Goods tendered to it by Lessee in accordance with instructions provided by Lessee at the time Lessor takes possession of such Goods. Lessor will store the Goods at, and may without notice, move the Goods within and between, any one or more of Lessor's buildings which comprise Lessor's Warehouse identified on the front of the applicable warehouse receipt. Lessor shall have a general warehouseman's lien on any Goods in Lessor's possession for any unpaid charges and associated expenses. Lessor shall not permit any lien or other encumbrance to be placed against the Goods while they are in Lessor's possession other than its general warehouseman's lien. Lessee represents and warrants that Lessee is lawfully possessed of the Goods and has the right and authority to store them with Lessor. In addition to and not in limitation of Lessee's other indemnity, defense, and release obligations under this agreement and to the fullest extent permitted by applicable law, Lessee agrees to indemnify, defend, and hold harmless Lessor from all loss, cost and expense (including reasonable attorneys' fees) which Lessor pays or incurs as a result of any dispute or litigation, whether instituted by Lessor or others, respecting Lessee's rights, title, or interest in the Goods. Lessee agrees all Goods shipped to Lessor shall identify Lessee on the bill of lading or other contract of carriage as the named consignee, in care of Lessor, and shall not identify Lessor as the consignee. If, in violation of this agreement, the Goods are shipped to Lessor as named consignee on the bill of lading or other contract of carriage, Lessee agrees to immediately notify Lessor in writing, with copy of such notice to Lessor, that Lessor named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Lessee further agrees that if it fails to notify any carrier as required herein, Lessor shall have the right to refuse such Goods and shall not be liable for any loss, mis-shipment, injury, or damage of any nature to, or related to, such Goods. In the event of a shipping error, Lessee shall reimburse Lessor for such error and shall pay the reasonable transportation charges incurred to return the mis-shipped Goods. Whether Lessor accepts or refuses Goods shipped in violation of this Section 7, Lessee agrees, to the fullest extent permitted by applicable law, to indemnify, defend, and hold Lessor harmless from all claims for transportation, storage, handling, and other charges relating to such Goods, and such indemnity obligations of Lessee shall be in addition to and not in limitation of Lessee's other indemnity, defense, and release obligations under this agreement. Lessor shall comply with all requirements under applicable law related to the transportation

and/or storage of Goods. Lessor shall carry insurance, as applicable, regarding the transportation and/or storage of Goods, as mutually agreed by the parties. Any and all of Lessor's liabilities under this Section 7 shall be subject to and limited by the limitations set forth in Section 15 of this agreement.

8. **No Reliance on Load Measuring Device:** If any crane has been fitted with a load measuring device, the Lessee hereby acknowledges and agrees that Lessor has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by such crane. Lessee further acknowledges and agrees that it is the responsibility of Lessee to independently determine the weight of every load to be lifted by the applicable crane so as to ensure that any such load measuring device shall be used as an operator-aid only. As well, Lessee acknowledges and agrees that if it relies in any way whatsoever on any load measuring device that it does so completely at its own risk.

9. **INDEMNIFICATION and STATUTORY EMPLOYER:** Please refer to Appendix A for state specific indemnity and statutory employer provisions applicable to the Work.

10. INSURANCE.

10.A. **Lessee's Insurance Requirements:** In addition to Lessee's minimum insurance requirements under this Section 10.A., Lessee and Lessor agree Lessee shall carry the following insurance coverages prior to Delivery and that insurance purchased shall be in compliance with applicable state statute(s). To the fullest extent permitted by law the Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability (CGL) insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; c) excess/umbrella non-contributory insurance in the amount of at least \$5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the rental term, as applicable; e) all policies are to be written by insurance companies acceptable to the Lessor; f) Lessor and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insured on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 10 01, ISO CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97 must be used as modified to be in compliance with the above referenced state statute(s) on any CGL and any excess/umbrella policies); Lessee shall name Lessor as a Primary Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor when requested. No Claim Made policies are allowed; g) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insureds prior to cancellation; h) all Lessor's policies, and the policies of anyone Lessor is required to insure are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor first, before any other payments are made to any other party including the named insured. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from workers' compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this agreement.

The purchase of insurance by Lessee or Lessor shall not operate to waive any of the limitations of liability provisions set forth in this agreement. All such limitations shall remain in full force and effect regardless of the existence or availability of insurance coverage.

10.B. **Lessor's Insurance Requirements:** Lessor and Lessee agree that Lessor shall carry the following insurance coverages and that the insurance purchased shall be in compliance with applicable state statute(s): (a) Commercial General Liability (CGL) insurance with minimum limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate; (b) Automobile Liability insurance with a minimum limit of \$5,000,000; (c) Workers' Compensation and Employer's liability insurance with limits of at least the statutory minimum; (d) Excess/Umbrella Liability insurance with limits no less than \$5,000,000.

11. **Force Majeure:** The obligations of Lessor under this agreement shall be suspended to the extent Lessor is hindered or prevented from performing its obligations because of labor disturbances or differences with workmen or employees, including strikes and lockouts or acts of God. Lessor shall not be liable for non-delivery or delay in Delivery or for consequential damage (s) which may arise if such failure is the result of fires, embargo, storms, accidents, delays caused by independent freight companies, federal, state, municipal or other governmental action, statutes, ordinances, regulations, shortages of equipment, inability to obtain raw materials, labor, fuel or supplies, or interferences, or any contingency, circumstance, or cause whatsoever beyond the control of Lessor. At Lessor's sole option, Lessor shall have the right to either extend time for Delivery or charge Lessee for stand-by cost at the standard time and materials or other agreed upon rate.

12. **Events of Default:** The occurrence of any of the following shall constitute an "event of default" under this agreement: (i) Lessee shall fail to pay any invoice or other sum due under this agreement, including, without limitation, interest within ten (10) days after such sum is due; (ii) Lessee shall fail to observe or perform any other covenant or agreement contained herein; (iii) Any petition shall be filed by or against Lessee under any section or chapter of the United States Code - Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee shall become insolvent or make a transfer in fraud of creditors or for the benefit of creditors, or a receiver shall be appointed for Lessee or any of the assets of Lessee; (iv) Any lien attached to or filed against any of the Equipment leased hereunder or, any of Lessee's assets



Quote

Date: May, 07 2025

Page 4 of 8

Job Dates:

Quote

BLC-2010002969

or any attachment, sequestration or similar proceedings shall be commenced against any of Lessee's assets; or, (v) If Lessee fails to keep leased Equipment in good repair, safe and efficient working order, or if leased Equipment is removed from the location where delivered other than for return to Lessor.

13. Remedies: Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies: (i) To declare the entire amount of all sums due under this agreement immediately payable without notice or demand to Lessee; (ii) To terminate this agreement as to any or all items of Equipment or Work and/or take possession of any or all items of Equipment, without demand or notice, wherever the Equipment may be located, without any court order or other process by law; Lessee waives any and all damages caused by such taking. Any such taking of possession shall not constitute a termination of this agreement as to any or all items of Equipment unless Lessor is otherwise notified in writing; and/or, (iii) To sue for and recover all sums due under this agreement and/or pursue any other remedy at law or in equity. Notwithstanding any action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Lessee shall be liable to Lessor for all of Lessor's attorneys' fees and other expenses in connection with exercising any of its rights under this agreement, including cost to demobilize the Work and any cost incurred in connection with taking possession of the Equipment, and/or repairing and restoring the Equipment to the condition in which it was leased.

14. No Encumbrances: Lessor shall retain title to the Equipment at all times. In instances of leased Equipment, Lessee shall, at its own cost and expense, protect and defend the title and rights of Lessor to or in the Equipment from and against all claims, liens, charges, encumbrances, and legal process, whether imposed, asserted or instituted by creditors of Lessee or otherwise, and Lessee shall promptly take all action necessary, at its own expense, to discharge any claims, liens, charges, encumbrances or legal process.

15. Limitation of Liability: In consideration for Lessor's agreement to enter into this agreement, Lessee agrees as a limitation of liability that Lessor, its employees, directors, officers, partners, affiliates, insurers, and agents shall not be liable for indirect or consequential loss, however caused, including but not limited to loss of use, loss of revenue and profit or added costs of construction resulting from Lessee's operation or use of the Equipment. Lessor shall not be responsible for punitive, indirect, or consequential damages arising out of the operation of the Equipment, delay or loss of use of the Equipment for any reason, including but not limited to any act, failure to act or negligence of Lessor or any of its servants, agents or employees, or any theories of strict liability. Lessor's liability arising from its transportation of Lessee's Goods shall not exceed \$ 500,000 under any circumstances, including but not limited to the loss, damage, or delay of Goods during transportation, regardless of cause. Lessor's liability arising from its storage of Lessee's Goods shall not exceed \$ 5,000,000 under any circumstances, including but not limited to the loss, damage, or destruction of Goods while in storage at Lessor's Warehouse. The maximum liability of Lessor for any and all claims arising out of or related to this agreement, whether in contract, tort, or otherwise, shall not exceed the amounts specified above, as applicable, and any of Lessor's obligations to indemnify, defend, or hold Lessee harmless from any claims shall be subject to the limitations set forth above. These limitations of liability shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein. Lessee acknowledges and agrees that the limitations of liability set forth herein are a material inducement for Lessor to enter into this agreement and that Lessor would not have entered into this agreement without such limitations.

16. Choice of Law/Dispute Resolution: The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts or laws or rules which would refer its interpretation to the laws of another jurisdiction. At Lessor's option, all claims, disputes, and other matters in question arising out of or raising to this agreement, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the Crane Industry Arbitration Rules of the American Arbitration Association then in effect with a single arbitrator under fast-track procedures unless otherwise elected by Lessor. All arbitration proceedings will be in Houston, Texas. This agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act. It is agreed that the Work performed and/or Equipment provided pursuant to this agreement affects and involves interstate commerce. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof. Any legal action against the Lessor arising out of relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the completion of the Work or Equipment is rented to Lessee. Venue for any state court action taken against Lessor shall be in Harris County, Texas, and venue for any federal court action taken against Lessor shall be in the Southern District of Texas, Houston Division.

17. Severability/Entire Agreement: If any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this agreement shall be construed as if such invalid, illegal, or unenforceable provision did not exist. This includes the limitations of liability set forth in Section 15, which shall remain enforceable notwithstanding any partial invalidation. Unless there is an existing and valid master service agreement or other written agreement that has been mutually negotiated, agreed to, and signed by the parties after the date of this agreement, these terms and conditions shall supersede any and all prior offers, agreements, or understandings and comprise the entire agreement and contract between the parties and there are no understandings, representations, warranties or promises, verbal or otherwise, pertaining to the Work or to the Equipment, which are not incorporated in or attached to this agreement. This agreement is made with the specific understanding that language in any agreements or contracts referring to "Paid if Paid, Retention," or "No Lien Contract" shall be deemed as null and inapplicable.

18. Authorized Signature: Lessee warrants and represents to Lessor that the signatory hereto is an authorized customer representative and has the capacity and authority to enter into this agreement on behalf of Lessee.

1. This indemnity clause applies to projects in ALABAMA and all other states not specifically referenced herein - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising directly, indirectly, or in any manner out of Lessee's work. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, Equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

2. This indemnity clause applies to projects in ARKANSAS, ARIZONA, INDIANA, MICHIGAN, SOUTH DAKOTA AND WISCONSIN - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for any claim caused by or resulting from the sole negligence or willful misconduct of the Lessor, the Lessor's agents, servants, or independent contractors who are directly responsible to the Lessor. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

3. This indemnity clause applies to projects in COLORADO - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's obligations hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to C.R.S.A. 13-21-111.5, Lessee shall not be required to indemnify, insure, or defend in litigation for damage arising out of death or bodily injury to persons or damage to property caused by the negligence or fault of the Lessor or any third party under the control or supervision of the Lessor. However, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of



Quote

Date: May, 07 2025

Page 5 of 8

Job Dates:

Quote

BLC-2010002969

insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjusters' fees and costs, experts' fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property, or all of these.

4. This indemnity clause applies to projects in GEORGIA - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, pursuant to Georgia Code §13-8-2, Lessee shall not be required to indemnify, hold harmless, insure, or defend Lessor, including Lessor's officers, agents, or employees against liability or claims for damages, losses, or expenses, including attorneys' fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the Lessor or its officers, agents, or employees. The obligations hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

5. This indemnity clause applies to projects in ILLINOIS, IOWA, KANSAS, MINNESOTA, MISSISSIPPI, MISSOURI, NEBRASKA, AND NORTH DAKOTA - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own negligence. However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

6. This indemnity clause applies to projects in MONTANA - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's obligations hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to Montana Rev. Code 28-2-2111, Lessee shall not be required to indemnify, hold harmless, insure, or defend the Lessor for liability, damages, losses or costs. However, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

7. This indemnity clause applies to projects in WYOMING - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's obligations hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

8. This indemnity clause applies to projects in DELAWARE - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's obligations hereunder shall include costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own negligence, whether sole or partial. It is hereby agreed that Lessor's liability for damage caused by Lessor's negligence shall be limited to the amount of Lessor's liability insurance. The indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased equipment, whether or not such accident involves personal injury, death or damage to the leased equipment or other property or all of these.

9. This indemnity clause applies to projects in IDAHO - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's operation. Lessee's obligations hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, the Lessor's agents, employees or indemnitees. The indemnification provision above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased equipment, whether or not such accident involves personal injury, death or damage to the leased equipment or other property or all of these.



Quote

Date: May, 07 2025

Page 6 of 8

Job Dates:

Quote

BLC-2010002969

10. This indemnity clause applies to projects in OREGON - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's obligations hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to ORS 30.140(1), Lessee shall not be required to indemnify, insure, or defend in litigation for damage arising out of death or bodily injury to persons or damage to property caused by the negligence or fault of the Lessor or any third party under the control or supervision of the Lessor. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjusters' fees and costs, experts' fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, Equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property, or all of these.

11. This indemnity clause applies to projects in NORTH CAROLINA - To fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs,

filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify or hold harmless Lessor for Lessor, Lessor's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to person or damage to property proximately caused by or resulting from the negligence, in whole or in part of the Lessor or the Lessor's independent contractors, agents, employees or indemnitees. However, the Lessee shall indemnify and hold harmless the Lessor and Lessor's independent contractors, agents, employees, and indemnitees, against liability for damages resulting from the sole negligence of the Lessee, or its agents or employees. It is hereby agreed that Lessor's liability for damage caused by Lessor's negligence shall be limited to the amount of Lessor's contractually required liability insurance coverage. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

12. This indemnity clause applies to projects in SOUTH CAROLINA - To the fullest extent permitted by South Carolina law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for damages arising out of bodily injury or property damage proximately caused by or resulting from the sole negligence of Lessor, its independent contractors, agents, employees, or indemnitees. Nothing contained in this section shall affect a promise or agreement whereby the Lessee shall indemnify or hold harmless the Lessor or the Lessor's independent contractors, agents, employees, or indemnitees against liability for damages resulting from the negligence, in whole or in part, of the Lessee, its agents or employees. The provisions of this section shall not affect any insurance contract or worker's compensation agreement. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of the Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorney's fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and downtime for inability to use the Equipment, and costs of testing of property, equipment, or other initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

13. This indemnity clause applies to projects in TENNESSEE - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for any claim caused by or resulting from the sole negligence or willful misconduct of the Lessor, the Lessor's agents, servants, or independent contractors who are directly responsible to the Lessor. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

14. This indemnity clause applies to projects in WASHINGTON - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, or liability arising in any manner out of Lessee's operation or services. Lessee's obligations hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall have no duty to indemnify or defend for damages arising out of such services or out of bodily injury to persons or damage to property resulting from the sole negligence of the Lessor, its agents or employees. In accordance with RCWA 4.24.115, if liability is caused by or resulting from the concurrent negligence of (i) the Lessor or Lessor's agents or employees, and (ii) the Lessee or the Lessee's agents or employees, indemnity is valid and enforceable only to the extent of the Lessee's negligence. Further, this agreement specifically and expressly provides for and waives the Lessee's immunity under industrial insurance, title 51RCW. This waiver was mutually negotiated by the parties. It has been mutually agreed by the parties (Lessor and Lessee) that Lessee waives its immunity under the Worker's Compensation Act, Title 51RCW, as allowed under RCWA 4.24.115(b). The partial indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

15. This indemnity clause applies to projects in OHIO - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's obligations hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. It has been mutually agreed by the parties (Lessor and Lessee) that Lessee waives its immunity under the Worker's Compensation Act, Title XL, Chapter 4123, as allowed under R.C. 4123.74. Lessee shall not be required to indemnify Lessor for Lessor's own negligence. However, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid,



Quote

Date: May, 07 2025

Page 7 of 8

Job Dates:

Quote

BLC-2010002969

then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

16. This indemnity clause applies to projects in LOUISIANA - (FOR ALL CONSTRUCTION CONTRACTS PURSUANT TO LSA-R.S. 9:2780.1 EXCEPT FOR CONTRACTS FOR WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MATERIAL PURSUANT TO LSA-R.S. 9:2780) - To the fullest extent permitted by law under LSA-R.S. 9:2780.1, Lessee agrees to indemnify, defend and save Lessor, its employees and agents, and third parties harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor, Lessor's agents or employees, or any third parties over which Lessee has no control, for Lessor's own negligence, intentional acts or omissions or the negligence, intentional acts or omissions of any agent or employee of Lessor. However, the indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Lessee under workers' compensation acts, disability benefits acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations, except that where it is evident the Lessee has recovered the cost of required insurance in the contract price, the Lessee's liability shall be limited to the amount of the proceeds that were payable under the insurance policies Lessee was required to obtain. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

INDEMNIFICATION (FOR ALL CONTRACTS RELATED TO WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MINERALS PURSUANT TO LSA-R.S. 9:2780) - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the equipment, arising in any manner out of Lessee's negligence. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify Lessor for Lessor's own or concurrent negligence. However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

statutory employer: With respect to work performed in Louisiana, pursuant to and in accordance with Louisiana Worker's Compensation Act, La. R.S. 23:1021, *et seq.*, including but not limited to R.S. 23:1061, Lessor and Lessee agree that a statutory relationship exists between Lessor and Lessee's employees and Owner and Lessor's employees. Lessor and Lessee agree that all work performed by Lessor and its employees is part of Owner's and Lessee's trade, business or occupation and is an integral part of and is essential to the ability of Owner and Lessee to generate the Owner's and Lessee's goods, products and services. Lessor and Lessee agree that Owner and Lessee are principal and statutory employers of Lessor's employees. The above notwithstanding, Lessor shall remain solely and primarily responsible and liable for the payment of Louisiana worker's compensation benefits and insurance premiums to and for its employees and shall not be entitled to any contribution or indemnity for any such payments from Owner or Lessee.

17. This indemnity clause applies to projects in NEW MEXICO - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. **Pursuant to NM ST § 56-7-1, Lessee shall not be required to indemnify, hold harmless, insure, or defend against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessor, its officers, employees or agents.** However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

18. This indemnity clause applies to projects in OKLAHOMA - To the fullest extent permitted by law, Lessee agrees to indemnify, defend and save Lessor, its employees and agents harmless from claims for death or injury to persons, including Lessor's employees, of loss, damage or injury to property, including the Equipment, arising in any manner out of Lessee's operation. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. **Pursuant to OK ST T. 15 § 221, Lessee shall not be required to indemnify, insure, defend or hold harmless another entity against liability for damage arising out of death or bodily injury to persons, or damage to property, which arises out of the negligence or fault of the Lessor, its agents, representatives, subcontractors, or suppliers.** However, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these.

19. This indemnity clause applies to projects in FLORIDA - To the fullest extent permitted by law, Lessee agrees to indemnify, defend, and save Lessor, its employees and agents harmless from all claims for death or injury to persons, including Lessor's employees, of all loss, damage or injury to property, including the Equipment, arising directly, indirectly, or in any manner out of Lessee's work, use, operation, and/or possession of the crane and operator. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature and whether the damages claimed are caused in whole or in part by the acts, errors or omissions of the Lessor or its employees and agents. However, the indemnification above shall not be limited in any way by any limitation on the type of damage, compensation or benefits

payable by or for the Lessee under workers' compensation acts, disability benefits acts, or other employee benefit acts. **If this contract is**

for the performance of work on a public project, Lessee's indemnification obligations are further limited by FL ST §725.06(2) and (3). Specifically, on public projects Lessee shall only indemnify, hold harmless and defend Lessor and its employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrong misconduct of Lessee and persons employed or utilized by Lessee in the performance of the public project. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, equipment, or other items) initiated by the Lessor, Lessor's insurance carriers, or Lessor's third party adjusters into any accident of any kind, when such



Quote

Date: May, 07 2025

Page 8 of 8

Job Dates:

Quote

BLC-2010002969

accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death, or damage to the leased Equipment or other property or all of these. Pursuant to the provisions of FL ST § 725.06 the parties hereby agree that the indemnification obligations of the above paragraph are limited to the amount of \$10,000,000. The parties hereby further agree that this limitation bears a commercially reasonable relationship to the contract and is incorporated as part of the project specifications or bid documents, if any, and further, that the amounts of the indemnification limitation specified herein bear a commercially reasonable relationship to the contract in light of the risks to person and property which may arise from or relate to the project and work contemplated by this agreement. Lessor and Lessee expressly acknowledge and agree that these indemnification provisions pertain only to claimed damages arising from this contract or its performance and, also, that these provisions shall not require Lessee to indemnify Lessor for damages to persons or property caused in whole or in part by any act, error, or omission of a party other than: (a) Lessee; (b) Lessee's contractors, subcontractors, sub-sub contractors, material men, or agents of any tier or their respective employees; or, (c) the Lessor or its officers, directors, agents or employees provided, however, such indemnification shall not include claims of, or damages resulting from gross negligence or willful, wanton, or intentional misconduct of the Lessor or its officers, directors, agents or employees, or for statutory violations or punitive damages except and to the extent the statutory violations and punitive damages are caused by or result from the acts, errors or omissions of the Lessee or any of Lessee's contractors, subcontractors, sub-sub contractors, material men, or agents of any tier or their respective employees.

20. This indemnity clause applies to projects in TEXAS - (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) - TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES, TO THE EXTENT NOT CAUSED BY THE NEGLIGENCE OF LESSOR, TO INDEMNIFY, DEFEND, AND SAVE LESSOR, ITS EMPLOYEES, AND AGENTS HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS (INCLUDING LESSOR'S EMPLOYEES), ALL LOSS, DAMAGE OR INJURY TO PROPERTY, (INCLUDING THE EQUIPMENT), ARISING IN ANY MANNER OUT OF LESSEE'S NEGLIGENCE, GROSS NEGLIGENCE, OR MISCONDUCT ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES, AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF LESSOR, OTHER THAN LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.007) - TO THE FULLEST EXTENT PERMITTED BY LAW, Lessor and Lessee agree to indemnify AND DEFEND each other, and each other's contractors and their employees, against loss, liability or damages arising in connection with bodily injury, death, and damage to property of their respective employees, contractors or their employees, and invitees of each party arising out of or resulting from the performance of the contract. This provision only applies to contracts for a well for oil, gas, or water, or to mine for a mineral, pursuant to V.T.C.A. Civil Practice Code §127.001-127.002. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 7015 College Blvd., Suite 400 Overland Park KS 66211	CONTACT NAME:	
	PHONE (A/C, No, Ext): 913-491-1999 FAX (A/C, No):	
INSURED JMS Crane & Rigging, LLC 5610 Interstate Avenue Billings MT 59101	E-MAIL ADDRESS: COIMMAKC@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
TNTCRANER1	INSURER A: National Union Fire Ins Co PittsburghPA	NAIC # 19445
	INSURER B: AIU Insurance Company	19399
	INSURER C: Lexington Insurance Company	19437
	INSURER D: Allied World Assurance Co (U.S.) Inc.	19489
	INSURER E: Fireman's Fund Indemnity Corporation	11380
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1948444832**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	1947079	2/18/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	1811830	2/18/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	USZ000104325	2/18/2025	5/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC080741118	2/18/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment/All Risk			11781911	2/18/2025	5/1/2026	Limit \$25,000,000
D	Contractors Pollution No BOOM/JIB OVERLOAD EXCL			03127398	2/18/2025	5/1/2026	Per Occ \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as Additional Insured with respects to the General Liability, Auto Liability and Umbrella (on a primary and non-contributory basis) policies where required by written contract and allowed by law. Excess is follow form over the General Liability, Auto Liability, Work Comp & Riggers Liability. Waiver of Subrogation applies with respects to the General Liability, Auto Liability, Workers Compensation and Umbrella policies where required by written contract and allowed by law. All policies contain a 30 day notice of cancellation (10 for non-pay) subject to terms and conditions. Inland Marine Policy - Lexington Ins CO NAIC #19437 Policy #11781911 2/18/25 to 5/1/26 Leased and Rented Equipment From Others: \$1,000,000 - Owned/Leased or Rented to Others: \$10,000,000 Scheduled and Leased and Rented Equipment Includes blanket loss payee where required by written contract; Inland Marine Policy includes Motor Truck Cargo with \$1,000,000 limit; Inland Marine Policy includes Riggers Liability with \$5,000,000 limit;

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Big Horn County
121 West 3rd Street
PO Box 908
Hardin MT 59034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TNTCRANERI

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED JMS Crane & Rigging, LLC 5610 Interstate Avenue Billings MT 59101
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Auto Hired Physical Damage subject to \$350,000 limit – blanket loss payee as required by written contract; subject to \$1,000 comp and \$1,000 collision deductibles;

Contractors Pollution includes Sudden and Accidental Pollution