



311221

**DUNBAR ARMORED, INC.  
SERVICE CONTRACT #10000086**

CONTRACT executed November 15, 2017 by and between:

- |   |  |
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| 1. <b>DUNBAR ARMORED, INC.</b> ("DUNBAR") and<br>50 SCHILLING ROAD<br>HUNT VALLEY, MD 21031 | 2. <b>LEXINGTON-FAYETTE URBAN CO GOV</b> ("CUSTOMER")<br>600 OLD FRANKFORT CIRCLE<br>LEXINGTON, KY 40510 |
|---|--|

**WITNESSETH**

DUNBAR agrees, subject to the Terms and Conditions of the Contract, that it will accept and issue a receipt for sealed and locked containers, containing currency, coin, checks, securities, or any other valuable item(s) from the listed CUSTOMER location(s) and deliver such containers in like condition, against receipt to the listed depository, and/or to accept from the listed depository sealed and locked containers for delivery to the listed CUSTOMER location(s) in like condition and against receipt therefore.

**SCHEDULE OF SERVICE AND SERVICE RATES**

*(Schedule of Service Continued on Page 2)*

This Contract shall be effective November 20, 2017, and shall serve as a temporary contract for a maximum period of thirty (30) days. Upon countersignature by an executive officer at DUNBAR's Headquarters, this Contract becomes a final Contract and shall remain effective in full force and effect for one year from the effective date and thereafter from year-to-year, subject to the right of termination upon either party giving the other party written notice of such intention at least ninety (90) days prior to any anniversary date.

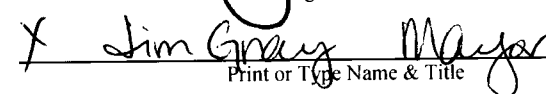
**THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO.**

**DUNBAR ARMORED, INC.**

  
Signed by: Mitch Blackmon - AE - Code #2501

**LEXINGTON-FAYETTE URBAN CO GOV**

X   
Customer Signature Authorization

X   
Print or Type Name & Title

Countersigned by: Seth R. McElroy  
SR VP Administration & Marketing

**Service Days Frequency Legend**

WK      OC  
Weekly      On Call

**Attachments**

The Following Attachments are Hereby Incorporated in the Contract:  
  X   Schedule of Service                             Deposit Verification Rider  
       Dunbar EZChange Rider                  X   Terms & Conditions

**Service Location(s):**

#	Location
1	LEXINGTON-FAYETTE URBAN CO GOV 600 OLD FRANKFORT CIRCLE LEXINGTON, KY 40510

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates
	Su	M	Tu	W	Th	F	Sa			
Deposit Pickup		WK	WK	WK	WK	WK	WK	Cash Per Location Checks Per Location	Chase Bank 1129 Brock Mcvey Drive Lexington, Ky 40509	Per Month Per Location Per \$1000 Over Stated Max Amt Per Item Over 3 Items Per Trip Per Minute Over 6 On Premises
Change Order Delivery		OC	OC	OC	OC	OC	OC	Change Order Per Location	Chase Bank 1129 Brock Mcvey Drive Lexington, Ky 40509	Included in Monthly Rate

DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.

Excess declared amounts will be transported at the rate stated above per thousand. It is understood and agreed that CUSTOMER will notify DUNBAR prior to said amounts being shipped. This notification may take place at the point when the DUNBAR guard signs for said shipment and its "said to contain" value. DUNBAR's liability for excess cash and checks shall remain consistent with the terms and conditions as set forth in the Contract. Excess cash will be fully insured; checks will be subject to reconstruction.

It is Understood and Agreed That the CUSTOMER is Not Paying for Insurance on the Face Value of Checks. CUSTOMER Understands and Agrees That in the Event of a Loss, DUNBAR is Not Liable for the Face Value of Checks. DUNBAR Shall Only Be Responsible for Reconstruction Costs as Stated in Item 6 of the Terms and Conditions. CUSTOMER Agrees to Waive its Right to Subrogation Against DUNBAR for the Face Value of Lost or Destroyed Checks.

**Holidays:** Federal Reserve Bank Holidays Excluded

*[Handwritten Signature]*  
Customer's Initials

**TERMS AND  
CONDITIONS**

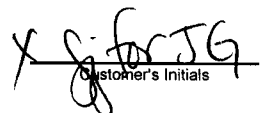
1. DUNBAR agrees during all times that the contract is in effect to carry liability insurance in an amount sufficient to reimburse Customer for any and all losses due to the negligence, gross negligence, willful or wanton conduct of Dunbar, its officers, agents and/or employees, except in cases of gross negligence or willful misconduct on the part of Customer. And that Dunbar agrees to indemnify and hold harmless the Customer from any and all claims, demands or suits in law of equity by third parties arising out of the negligence, gross negligence, willful or wanton conduct of Dunbar, its officers, agents, and/or employees, except in cases of gross negligence or willful misconduct on the part of Customer.
2. The maximum liability for any cargo loss for property consigned to DUNBAR hereunder shall be the lesser sum of the liability assumed in this Master Service Agreement as stated on the Schedule of Service and Service Rates, the value as stated in DUNBAR'S receipt for the sealed bags, packages or cassettes (containers) accepted or the actual cash value of any property lost or damaged. Neither party shall be liable for any special, consequential or incidental losses or damage, including loss of interest, under any theory of liability.
3. Responsibility of DUNBAR for containers under this Master Service Agreement shall begin when said containers have been accepted and receipted for by an AUTHORIZED EMPLOYEE of DUNBAR. Responsibility of DUNBAR for containers under this Master Service Agreement shall end when said containers have been accepted and receipted for by the consignee or upon return to the shipper. If for any reason delivery to the consignee may not be completed, the said containers shall be returned to shipper. DUNBAR uses sophisticated scanners with barcode technology and tracking capability. It is understood and agreed that DUNBAR retains the right to provide CUSTOMER access to electronic signatures in lieu of hard copy receipts.
4. CUSTOMER agrees that all shipments of monies, notes, securities and other valuable property shall be contained in securely locked or sealed containers at the time of delivery to DUNBAR. DUNBAR shall not be obligated to receive any container not properly locked or sealed to its satisfaction. In the event that any container delivered to DUNBAR is not properly locked or sealed to its satisfaction, DUNBAR shall under no circumstances be liable or responsible for any shortage claimed with respect to the contents of such container. CUSTOMER further agrees that DUNBAR shall not be liable for any mysterious disappearance of, shortage of, or damage to the contents of any container unless the container was properly sealed at the time of delivery to DUNBAR and shows evidence of tampering at the time DUNBAR delivers said container to the consignee and the consignee immediately notes in writing the evidence of tampering on DUNBAR'S receipt document. Absent notation on DUNBAR'S receipt document by the consignee at the time of receipt, DUNBAR shall have no liability to CUSTOMER for sealed containers received by the consignee.
5. CUSTOMER agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to DUNBAR and in case of loss, or damage, to promptly, diligently and completely cooperate with DUNBAR in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include, but not be limited to, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to DUNBAR and its assigns. DUNBAR'S liability in the event of loss, destruction or theft of checks shall in all events be limited to payment for the reconstruction of such checks. Notwithstanding the foregoing, reconstruction cost shall be limited to \$25,000 per occurrence.
6. Upon discovery of a claim for loss or damage under this Master Service Agreement, CUSTOMER shall promptly report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than thirty (30) days after delivery to DUNBAR of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, CUSTOMER shall give notice of claim in writing to DUNBAR. If the CUSTOMER fails to comply with the conditions of this paragraph 6, CUSTOMER agrees that all claims against DUNBAR relating to the lost or damaged items are deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage under this Master Service Agreement, CUSTOMER shall furnish to DUNBAR detailed written proof of such loss or damage in form satisfactory to DUNBAR'S insurer. CUSTOMER agrees to cooperate with and assist DUNBAR'S insurer in its adjustment of any loss. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against DUNBAR unless CUSTOMER complies with all of the terms and conditions of this Master Service Agreement, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and the time for suit stated herein shall be the shortest limit of time allowable under applicable law. This Master Service Agreement and all claims hereunder will be governed by the laws of the Commonwealth of Kentucky, and all claims, suits, or proceedings brought against DUNBAR to recover for loss or damage must be brought in a court within the jurisdiction of the Commonwealth of Kentucky. The Contract and all claims hereunder will be governed by the laws of the commonwealth of Kentucky and all claims, suits, proceedings brought against DUNBAR to recover for loss or damage must be brought in the Commonwealth of Kentucky, Fayette Circuit Court, or the United States District Court for the Eastern District of Kentucky at Lexington, Kentucky.
7. It is expressly agreed by the CUSTOMER that the provisions of this Master Service Agreement dealing with the total aggregate value to be accepted by DUNBAR from the CUSTOMER for delivery to the Depository, or from the Depository for delivery to the CUSTOMER, may not be waived or amended by any employee or agent of DUNBAR, except with the written consent of a corporate officer of DUNBAR. DUNBAR will not be liable for loss or damage to property or money consigned to it in excess of the maximum liability which DUNBAR agrees to accept for consignment under this Master Service Agreement as stated in the Schedule of Service and Service Rates, unless this Master Service Agreement has an Excess Liability clause. CUSTOMER understands that additional liability coverage is available and can be adjusted by Amendment to this Master Service Agreement. Changes in liability may result in adjustment of fees. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against either party unless the maintaining party complies with all of the terms and conditions of this Master Service Agreement, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought.
8. It is understood and agreed that DUNBAR shall not be responsible for any loss or damage caused by hostile or warlike action or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action or governmental seizure" is understood by CUSTOMER and DUNBAR to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
9. DUNBAR shall not be liable for nonperformance or delays not caused by its fault or neglect, or for nonperformance or delays caused by strikes, riots, insurrection, acts of God or the public enemy, or means beyond its control.
10. In the event CUSTOMER issues a purchase order or other similar document in connection with the service to be provided in accordance with the Master Service Agreement, it shall be for CUSTOMER'S internal purposes only and, therefore, even if it is acknowledged by DUNBAR, the terms and conditions of such document will have no effect on this Master Service Agreement and the terms and conditions of this Master Service Agreement shall nevertheless be controlling.
11. DUNBAR makes no warranties, express or implied, and expressly disclaims any and all warranties, except as stated herein.
12. CUSTOMER agrees to issue payment to DUNBAR within thirty (30) days of receipt of an undisputed invoice.
13. DUNBAR shall have the right to increase the charges provided for herein at any time after the expiration of one (1) year from the effective date of this Master Service Agreement upon giving CUSTOMER written notice thirty (30) days in advance of such increase. Notwithstanding the foregoing, the rates for service may be increased in interim periods before the expiration of one (1) year from the effective date of this Master Service Agreement and with reasonable written notice to CUSTOMER if there is a change in economic conditions arising out of any energy (fuel) or insurance crisis which causes an appreciable increase in DUNBAR'S cost of performing services under this Master Service Agreement.

*XG for JG*  
Customer's Initials

- 14. The provisions of this Agreement shall be binding upon the respective successors and assigns of the parties hereto, including any successor by way of any merger, consolidation, reorganization or other transaction involving any party hereto and/or its affiliates.
- 15. DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR'S standard fees for such supplies.
- 16. CUSTOMER agrees that CUSTOMER has NO right to offset amounts owed to DUNBAR.
- 17. CUSTOMER understands and agrees that DUNBAR is entering this Master Service Agreement to provide services outlined herein subject to the terms and conditions stated above. DUNBAR accepts the duties and responsibilities of this Master Service Agreement only with the acceptance of and compliance with the terms and conditions stated above. Any claims made by CUSTOMER must be subject to these conditions, whether filed under Master Service Agreement, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.

Any changes to the above Terms and Conditions are subject to approval of DUNBAR'S executive management at its Headquarters.

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X  Customer's Initials