

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the Lexington-Fayette Urban County Government, ("LFUCG").

RECITALS

WHEREAS SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Newborn safety device") (as that term is defined under Kentucky law), and awareness related to preventing child abandonment.

WHEREAS, Kentucky Revised Statute 405.075, *et al* (the "Safe Haven Laws"), provides certain protections to EMS providers, police officers, and firefighters that install a newborn safety device (the "Safety Device");

WHEREAS LFUCG desires to install a Safety Device on LFUCG's premises pursuant to the Safe Haven Laws; and

WHEREAS SHBB is agreeable to placing a Safety Device to the LFUCG's premises and undertaking certain services in relation thereto; and

WHEREAS, LFUCG has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to LFUCG one (1) Safety Device for installation by LFUCG on the premises located at 1276 Eastland Dr. Lexington, Kentucky 40505. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and LFUCG agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to LFUCG's facility. LFUCG is to pay for all installation costs and expenses for labor and/or materials. LFUCG is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. LFUCG agrees to abide by the policies and procedures for installation as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational

materials to LFUCG and policies and procedures relating to the maintenance of the Safety Device to LFUCG; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the LFUCG's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of LFUCG as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, LFUCG agrees to pay SHBB an initial fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. LFUCG shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, LFUCG shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

Section 5. Obligations of LFUCG. In addition to any and all other obligations of the LFUCG set forth herein, LFUCG agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to LFUCG. Such policies and procedures are included as Exhibit A to this Agreement and, by way of LFUCG's signature hereto, shall evidence LFUCG's acknowledgement and receipt of the Policies and Procedures. LFUCG agrees to maintain the Safety Device in good working order, the costs of which are to be borne by LFUCG. LFUCG agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Appendix A in any manner whatsoever without the prior written approval of SHBB. LFUCG agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Appendix A in any manner whatsoever without prior written approval by SHBB. LFUCG agrees to immediately notify SHBB of any modification to the Safety Device. LFUCG agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. LFUCG agrees to accept complete liability for modifications to the

Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. LFUCG shall refer to the Safety Device as a "Safe Haven Baby Box". Further, LFUCG shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, LFUCG shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of LFUCG. LFUCG represents and warrants that the undersigned is a duly acting and authorized agent of LFUCG who is empowered to execute this Agreement with full authority of LFUCG. Further, LFUCG has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE

**FEDERAL COMMUNICATIONS COMMISSION. SHBB
REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY
NATIONALLY RECOGNIZED TESTING LABORATORIES
PROGRAM.**

Section 7. Insurance. LFUCG agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about LFUCG's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the LFUCG's master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the LFUCG under this Agreement is covered under LFUCG's master general liability and umbrella policies.

Section 8. Indemnification. To the extent allowable by law each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about LFUCG's facility or premises. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to the Lexington Fayette Urban County Government or SHBB.

Section 9. Termination. LFUCG may terminate this Agreement upon sixty (60) days prior written notice from LFUCG to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, LFUCG shall secure and lock the Safety Device and remove all signage provided by SHBB. LFUCG shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If LFUCG removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify LFUCG that it intends to remove and recover the Safety Device. Under such circumstances, LFUCG agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by LFUCG.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by LFUCG shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from LFUCG's facility at LFUCG's own cost and expense. If LFUCG is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. LFUCG shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If LFUCG does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, LFUCG may have an additional thirty (30) days to cure any breach. If LFUCG fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that LFUCG has not upheld its obligations under this Agreement. Any breach of this Agreement by LFUCG which has not been cured by LFUCG within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from LFUCG's facility at LFUCG's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. LFUCG agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. LFUCG shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

LFUCG Notice shall be given to:

Lexington Fire Department
Attn: Chief Jason Wells
219 East 3rd Street
Lexington, Ky 40508

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the LFUCG, which includes any entity with which the LFUCG may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. LFUCG shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Kentucky and Kentucky Courts. Each party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Kentucky court. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by

the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

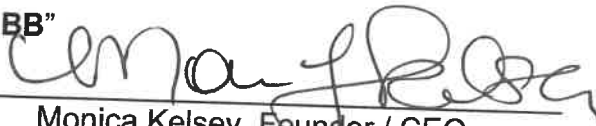
G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

"SHBB"

By: _____


Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

"LFUCG"

By: _____

Linda Gorton, Mayor
Lexington-Fayette Urban County Government

EXHIBIT A

SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under the Kentucky Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a hospital or site, such as a fire station, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
 1. When the door is accessed from the outside.
 2. When the newborn is placed in the box and activates the motion sensor.
 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed.
 - iii Training of staff is completed.
 - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
 - ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will uninstall the non-conforming location.
- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.

- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur facing the front outside door of the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Department of Child & Family Services (DCFS) at 800-372-2973 within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

- A. Documents
 - 1. Weekly Safe Haven Baby Box alarm system checks
 - 2. All Safe Surrenders by date and time

EXHIBIT B
SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$15,000 (\$15,500 with pre-installed camera).

1. Baby Box including signage and provider kit.
2. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
4. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
 - a. Recertification of the box by SHBB authorized personnel
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200.
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information*