

FINANCE & DEVELOPMENT COMMITTEE

Meeting Notes

Wednesday, 11 December 2024, 3:00 pm

610 Toulouse Street, New Orleans, LA 70130

1. Call to Order, Reading of the Agenda, and Roll Call

The meeting was called to order at 3 PM and the agenda was read into the record.

COMMITTEE MEMBERS				VOTES			
First Name	Last Name	Present	Absent	Approve mtg notes	Approve No&Co MOU	Approve No&Co UQP CEA	Approve GHF service agreement
Frank	Zumbo	X		Yes	Yes	Yes	Yes
Heidi	Raines		X	-	-	-	-
Sue	Klein	X		Yes	Yes	Yes	Yes
Christine	Bondio		X	-	-	-	-
Jane	Cooper	X		Yes	Yes	Yes	Yes
Alex	Fein	X		Yes	Yes	Yes	Yes

COMMITTEE MEMBERS				VOTES
First Name	Last Name	Approve ERPR contract	Approve office lease	Approve Ricoh contract
Frank	Zumbo	Yes	Yes	Yes
Heidi	Raines	-	-	-
Sue	Klein	Yes	Yes	Yes
Christine	Bondio	-	-	-
Jane	Cooper	Yes	Yes	Yes
Alex	Fein	Yes	Yes	Yes

INTRODUCTION OF ATTENDEES:

GUESTS		
First	Last	Role
Michelle	Courseault	FQMD Executive Director
Shelby	Ursu	FQMD Coordinator
Glade	Bilby	FQMD Commissioner
Alex	Dunkenberger	City's CAO Office
Bob	Bejarano	FQMD Program Manager

2. Public Comment:

No written public comment was received.

3. Motion – Consider a motion to approve the previous meeting notes

Alex Fein made a motion to approve the previous meeting notes. Jane Cooper seconded the motion, and it was approved.

4. Discussion – Discussion by Committee of New Orleans & Company 2025 General Operating Memorandum of Understanding

French Quarter MANAGEMENT DISTRICT

See attached document. Chair Frank Zumbo stated that the Memorandum of Understanding with New Orleans & Company (No&Co) has been a standard agreement for the previous years, noting that nothing has changed in the agreement except the term dates.

- a. Motion – Consider a motion to recommend to the Board of Commissioners approval of the New Orleans & Company 2025 General Operating Memorandum of Understanding

Sue Klein motioned to recommend to the Board of Commissioners approval of the New Orleans & Company 2025 General Operating Memorandum of Understanding. Mr. Fein seconded the motion, and it was approved.

5. Discussion – Discussion by Committee of New Orleans & Company Upper Quarter Patrol Cooperative Endeavor Agreement Third Amendment to extend the Agreement Term

See attached document. Mr. Zumbo reviewed the No&Co Cooperative Endeavor Agreement (CEA) with the Committee, noting that this CEA is different in comparison to last year's agreement. Michelle Courseault stated that the change in the 2025 CEA is due to the OJP Byrne grant funding, which will supplement \$945,111 of the \$1.2M, and No&Co will pay the remaining difference. She added that she has been meeting with the Greater New Orleans Foundation and No&Co every two weeks to discuss the grant details and timeline.

- a. Motion – Consider a motion to recommend to the Board of Commissioners approval of the New Orleans & Company Upper Quarter Patrol Cooperative Endeavor Agreement Third Amendment to extend the agreement term

Mr. Fein made a motion to recommend to the Board of Commissioners approval of the New Orleans & Company Upper Quarter Patrol Cooperative Endeavor Agreement Third Amendment to extend the agreement term. Ms. Cooper seconded the motion, and it was approved.

6. Discussion – Discussion by Committee of Glass Half Full 2025 Contract

See attached document. Ms. Courseault reviewed the amendments made to the 2025 Glass Half Full (GHF) contract with the Committee. She noted that \$150K was listed in the 2024-2025 State appropriations budget to support recycling, which has been amended in the agreement with GHF. Ms. Cooper added that some of the GHF services will be prepaid with appropriations funding and will be implemented after July 1st.

- a. Motion – Consider a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 contract with Glass Half Full

Ms. Klein made a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 contract with Glass Half Full. Mr. Fein seconded the motion, and it was approved.

7. Discussion – Discussion by Committee of Ellie Rand Public Relations 2025 Contract

See attached document. Ms. Courseault reviewed the Ellie Rand Public Relations (ERPR) 2025 contract, noting that she will be asking ERPR to present a marketing plan for the year. She added that she has been meeting with ERPR every two weeks and has requested that they submit time sheets to detail how time is being spent. Ms. Klein requested that the Community Liaison Officers program be added under "2A" in the contract. Ms. Courseault will add this into the agreement. Mr. Zumbo recommended having ERPR submit reports that detail the reach that the FQMD is receiving with each press interview so that the Committee can see the impact that ERPR is making. The Committee agreed to add this to the 2025 Committee work plan.

- a. Motion – Consider a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 contract with Ellie Rand Public Relations

Mr. Fein made a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 contract with Ellie Rand Public Relations. Ms. Klein seconded the motion, and it was approved.

8. Discussion – Discussion by Committee of 2025 Office Lease

French Quarter MANAGEMENT DISTRICT

See attached document. Ms. Courseault reviewed the 2025 office lease with the Committee, noting the term dates and monthly rent of \$1,600.

- a. Motion – Consider a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 office lease

Ms. Cooper made a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 office lease. Ms. Klein seconded the motion, and it was approved.

9. Discussion – Discussion by Committee of Ricoh Printer 2025 Lease

See attached document. The Committee reviewed the Ricoh printer 2025 lease.

- a. Motion – Consider a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 Ricoh printer lease

Ms. Klein made a motion to authorize the French Quarter Management District Board Chair to sign and execute the 2025 Ricoh printer lease. Ms. Cooper seconded the motion, and it was approved.

10. Discussion – Discussion by Committee of Update of 2024-2025 State Appropriation Progress

Bob Bejarano reported that everything has been approved for the 2024-2025 State appropriation, and he is now waiting for the 50% check. He stated that the next step is to map out the appropriation budget as close to the penny as possible. Ms. Cooper agreed and noted that in the CEA an amount of \$325K for infrastructure has not been fully defined. She added that it will be imperative to ensure that all Committees are on the same page with each State appropriation project and who is taking charge of each project. Ms. Cooper reminded the Committee that the timeline will need to be considered for these projects, which will need to be completed by the June 30th deadline. Ms. Courseault noted that she will be working with each Committee Chair and Vice-Chair to make sure that the 2025 Committee work plans reflect the State appropriation projects.

11. New Business– To consider and take action upon any other matters that may properly come before the French Quarter Management District Finance & Development Committee

Ms. Cooper suggested tracking the \$1.75M streetlight repair funds to ensure that the funds are being paid out properly as well as monitor what is remaining in the pot of funding. She noted that the remaining funds could potentially be utilized for streetlight maintenance in the future. Mr. Zumbo agreed and suggested, that because these funds came out of the French Quarter Economic Development District budget, the FQMD discuss any surplus with the streetlight funds and how the FQMD would like to utilize them.

Ms. Klein stated that a year-end report will need to be submitted to City Council in January. Ms. Courseault noted that she has requested a date for this.

Ms. Courseault stated that Mr. Foard has recommended amending the 2025 budget at the end of the first quarter so that everything can be adjusted properly without being rushed. She added that this will be an agenda item for the February Committee meeting before being presented to the Board.

Next Meeting Date:

The next scheduled meeting of the Committee is Tuesday, February 4th, 2025 at 3 PM.

12. Adjournment

Ms. Klein made a motion to adjourn. Ms. Cooper seconded the motion, and the meeting was adjourned at 3:39 PM.

MEMORANDUM OF UNDERSTANDING
between the
NEW ORLEANS & COMPANY
and the
FRENCH QUARTER MANAGEMENT DISTRICT

GENERAL OPERATIONS FUNDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into on this _____ day of _____, 2024 (the "Effective Date"), by and between the New Orleans & Company (the "Company"), a Louisiana nonprofit corporation, herein represented by Walter J. Leger III, Executive Vice-President & General Counsel, and the French Quarter Management District (the "FQMD"), a political subdivision of the state of Louisiana, represented by its Chair, Jane Cooper (sometimes collectively referred to herein as the "Parties");

WHEREAS, the Company has levied an assessment against its hotel and motel members as percentage of room revenues collected from the sale and use of hotel or motel rooms in Orleans Parish (the "Assessment") pursuant to La. R.S. 21:201 through 208 (the "Act") which took effect on April 1, 2014 following (1) the affirmative vote by such members in favor of the Assessment in a referendum as contemplated by the Act and (2) a final resolution imposing such assessment by the Board of Directors of the Company;

WHEREAS, contingent on the continuation of the Company's levying and collection of the Assessment, the Company has agreed to provide the FQMD with funding for one year from the effective date of this Agreement for the purpose of supporting the general operations of the FQMD;

WHEREAS, the FQMD has hired an Executive Director and a Coordinator, obtained office space, and purchased insurance;

NOWHEREFORE, the Company and the FQMD, each having authority to do so, hereby agree as follows:

I. OBLIGATIONS OF THE PARTIES

- A. **Obligation of the Company.** Contingent on the continuation of the Company's levying and collection of the Assessment, the Company hereby agrees to provide the FQMD SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for 2025 on or before December 27, 2024, and a second SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for 2025, on or before June 23, 2025 ("Funding"). For the purpose of providing funding for FQMD to: pay the salary(ies) and employee benefits for an Executive Director and/or a Coordinator ("Staff"); pay taxes, bookkeeping, and accountant fees related to such Staff ("Taxes and Fees"); provide Staff with office resources such as, but not limited to, computer(s), phone(s), printing machine(s), and other office equipment, utilities, and/or

supplies ("Resources"); and obtain insurance related to having a Staff and an office ("Insurance").

- B. Obligation of the FQMD. In return for the Funding, the FQMD hereby agrees to use the Funding solely to pay the salary and employee benefits of Staff, pay Taxes and Fees, purchase and/or rent Resources for Staff, and/or pay Insurance for the Staff and the office.

II. DURATION

The term of this Agreement shall be one (1) year from the Effective Date ("Term").

The Funding shall end the date the first of the following occurs: 1) The discontinuation of the Company's levying and collection of the Assessment, 2) the Term of this Agreement ends, or 3) the FQMD uses the Funding it receives under this Agreement inconsistent with FQMD's Obligation set forth in Section B of Article I of this Agreement.

III. BREACH

The Company may suspend any Funding due to the FQMD under this Agreement if the FQMD uses any Funding it receives under this Agreement inconsistent with FQMD's Obligation set forth in Section B of Article I of this Agreement.

In the event of a breach and/or the termination of this Agreement, the Company shall not be entitled to the return of any Funding disbursed and/or used for the purposes set forth in Article I of this Agreement; nonetheless, the Company shall be entitled to the return of any Funding that the FQMD has not expended and/or has expended in breach of this Agreement.

IV. NOTICES

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement shall be given in writing by email and hand-delivered letter, as follows:

1. To the Company:

Walter J. Leger III
Executive Vice-President & General Counsel
New Orleans & Company
2020 St. Charles Ave.
New Orleans, LA 70130
walt@neworleans.com

&

Tammie Boteler
Vice President of Finance
New Orleans & Company
2020 St. Charles Ave.
New Orleans, LA 70130

tboteler@neworleans.com

2. To the FQMD:

Jane Cooper
Chair, Board of Commissioners of the French Quarter Management District
400 N. Peters Street, Suite 206
New Orleans, LA 70130

&

Michelle Courseault
Executive Director, French Quarter Management District
400 N. Peters Street, Suite 206
New Orleans, LA 70130
executivedirector@fqmd.org

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in an address set forth above.

V. MISCELLANEOUS PROVISIONS

- A. Prohibition Against Financial Interest in Agreement.** Except as expressly stated in Article I of this Agreement, no elected official, appointed official or employee of the FQMD shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the FQMD, will render this Agreement voidable by the Company.
- B. Audit and Other Oversight.** The Legislative Auditor of the state of Louisiana shall have the option of auditing all records and accounts which relate to this Agreement. The Parties shall retain all documents and records pertaining to this Agreement for five (5) years.
- C. Jurisdiction.** The Parties consent and yield to the jurisdiction of the Civil District Court of the Parish of Orleans.
- D. Governing Law.** Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the state of Louisiana.
- E. Rules of Construction.** This Agreement has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement, nor any uncertainty or ambiguity herein, shall be construed or resolved in favor of, or against, either Party on the basis of which Party drafted the language.
- F. Severability.** The Parties intend all provisions of this Agreement to be enforced to the fullest

extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

- G. **Survival of Provisions.** All representations and warranties and all responsibilities regarding record retention, access, and ownership, and cooperation with investigations of the Office of Inspector General or the Legislative Auditor of the state of Louisiana, shall survive the termination of this Agreement and continue in full force and effect.
- H. **No Third-Party Beneficiaries.** This Agreement is entered into for a public purpose for the benefit of the public within the Area, and the Parties expressly disclaim any intent to benefit any particular person except as expressly stated in Article I of this Agreement.
- I. **Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party shall not affect or be deemed a waiver of any Party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.
- J. **Agreement Binding.** This Agreement is not assignable by either Party.
- K. **Modifications.** This Agreement shall be modified only by written amendment executed by authorized representatives of the Parties.
- L. **Complete Agreement.** This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the Parties with regard to the terms, obligations, and conditions of this Agreement.

IN WITNESS WHEREOF, on this _____ day of _____ 2024, the Company and the FQMD, through their duly authorized representatives, execute this Agreement.

FRENCH QUARTER
MANAGEMENT DISTRICT

NEW ORLEANS & COMPANY

BY: _____
JANE COOPER,
CHAIR

BY: _____
WALTER J. LEGER III,
EXECUTIVE VICE-PRESIDENT & GENERAL COUNSEL

Upper Quarter Patrol, formerly known as Royal Street Patrol, Cooperative Endeavor Agreement

Amendment-Recitals and Obligations #5

This amendment by and between the New Orleans & Company and French Quarter Management District shall be effective as of the date this Amendment is fully executed.

Cooperative Endeavor Agreement Date: 02/01/2022

Current Agreement Term: 01/01/2025 to 12/31/2025

BACKGROUND AND PURPOSE: The parties desire to clarify the terms of the Recitals and Obligations to ensure that the FQMD continues to receive the financial support contemplated in the CEA of 02/01/2022, while also acknowledging the receipt of a Department of Justice Byrne Grant that will provide funding for public safety initiatives in the French Quarter during the year 2025.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. Company Funding Commitment to the FQMD.

The parties hereby agree that the Company Funding Commitment to the FQMD will be amended as follows for calendar year 2025:

Contingent on the continuation of the Company's levying and collection of the Assessment, from the proceeds of the collection of the 0.25% Assessment described in Section 1 of this Agreement, the Company shall remit to the FQMD an amount not to exceed one hundred thousand and no/100 dollars (\$100,000.00) per month ("COMPANY REMITTANCE") commencing January 2025.

Acknowledging that the FQMD has received confirmation that they will receive funding from the Department of Justice in the form of a Byrne grant to support public safety enhancements in the FQ in 2025, it is the intent of New Orleans & Company to ensure that FQMD receives the equivalent of one hundred thousand and no/100 dollars (\$100,000) per month commencing January of 2025, for the sole purpose of funding the FQMD's role in the administration and management of the Upper Quarter Patrol and any associated costs, including but not limited to contracted detail POST Certified Officers hours, contracted POST Certified Officer Supervisor to schedule and oversee the POST Certified Officers, and monitoring the Upper Quarter Patrol. For example, if the Byrne grant amount received is \$900,000.00, then

New Orleans & Company would provide \$300,000.00 over the course of 2025 to supplement that amount. Additionally, New Orleans & Company intends to provide \$150,000.00 in administrative support to the FQMD, payable in two annual installments as been provided in previous years.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

Walter J. Leger, III, President & CEO
New Orleans & Company

DATE: _____

Jane Cooper, Board Chair
French Quarter Management District

DATE: _____



Glass Half Full, Inc.
3935 Louisa Street
New Orleans, LA 70126
www.glasshalffull.co

French Quarter Management District
Glass Half Full, Inc.
July 1st, 2024 - June 30th, 2025

Re: FQMD & Glass Half Full | July 1st, 2024 - June 30th, 2025: Proposed Recycling and Environmental Programming for the French Quarter

Glass Half Full (GHF) is pleased to submit the following proposal for our continued partnership with the French Quarter Management District's (FQMD) Livability Committee to operate several comprehensive recycling programs in the French Quarter.

GHF is a Certified Disadvantaged Business Enterprise (DBE). GHF is Certified-Active as a Small Entrepreneurship with Louisiana Economic Development's Hudson Initiative and Certified-Active as a Women's Business Enterprise (WBE) through the Women's Business Enterprise National Council (WBENC).

GHF implements robust mechanisms to ensure high-quality recyclables with minimal contamination, including periodic sampling and testing of recyclables. Similarly, GHF implements enhanced data collection processes, including material-specific reporting, contamination-rates reporting, and more. Further, in an effort to truly establish a circular process, GHF will recycle the glass that is collected in this program for use in a local coastal restoration projects within the region, such as the Bucktown Harbor Project. This initiative ensures a clear, transparent, and local end-use for their recyclables, which is expected to generate significant excitement among residents.

GHF has been delivering recycling programs and services throughout the region for over four years. Established in 2020, GHF was created with the goal of implementing a robust glass recycling program in the GNO area, transforming glass "waste" in-house into beach-like sand for restoration of the Louisiana coast. Over the past four years, GHF has developed a strong infrastructure, annually recycling several million pounds and extending its collection and programs to include non-glass recyclables. The organization has also collaborated with partners such as CRCL and US Wildlife and Fisheries to initiate multiple thriving coastal restoration projects across the state.

GHF will send monthly reports for each program listed below, to FQMD (executivedirector@fqmd.org) and meet quarterly with FQMD staff.



Glass Half Full, Inc.
3935 Louisa Street
New Orleans, LA 70126
www.glasshalffull.co

July 1st, 2024 - June 30th, 2025: Programming – Total Estimated Costs:

Programs: July 1st, 2024 - June 30th, 2025	Program Total Cost
<i>Community Recycling Drop-off, July 1st, 2024 - June 30th, 2025</i>	\$96,524.40
<i>Glass Recycling Residential Pickup Services Support</i>	\$3,600.00
<i>Mardi Gras Bead Collection and Recycling</i>	\$18,706.00
July 1st, 2024 - June 30th, 2025 - Total Program Costs	\$118,830.40

Program: Community Recycling Drop-off

Glass Half Full hosts three community recycling collection events per week at three locations across the French Quarter, providing accessible, transparent recycling for residents of the French Quarter. Through this program, GHF will continue to host roughly 150 recycling collection events across the FQ annually – collecting, sorting, and recycling glass, cardboard/paper, metal, and plastics #1 & #2. Recyclables are separated on site (multi-stream recycling) to increase recycling rates and limit contamination. GHF provides all equipment (i.e. vehicles, receptacles, signage, etc.), and all receptacles and recyclables are collected/removed upon event completion.

Summary of Scope Assumptions:

Start Date: July 1st, 2024
End Date: June 30th, 2025
Drop-off events per week: 3
Approximate quantity of operating weeks in contract cycle: 52
Approximate quantity of dropoff events annually: 151
Assumes closure of quantity of dropoffs for holidays, etc.: 5

GHF staff, drop-off manager: 1
GHF staff, transport driver: 1



Glass Half Full, Inc.
3935 Louisa Street
New Orleans, LA 70126
www.glasshalffull.co

Program Price Estimate: July 1st, 2024 - June 30th, 2025:

Staffing and Labor	\$47,216.00
Equipment and Vehicles	\$12,740.00
Indirect (material processing, overhead)	\$8,993.40
Maintenance Costs	\$27,575.00
Program #1 - Total Program Cost (July 1st, 2024 - June 30th, 2025)	\$96,524.40

Program: Residential Glass Recycling Pickup Services

Encourages local residents and businesses of the French Quarter to recycle by supporting costs associated with recycling receptacles and servicing.

Residential programming for FQ residents:

- Reduce monthly fee residents in the French Quarter pay for curbside/door-to-door pickup service. This collection method encourages increased levels of participation and recyclables-collection.
- FQMD supports through a rate of \$10 per household per month.
- GHF reduces their service price at the rate of \$10 per household per month.
- Each resident pays the remaining \$5 per month fee to encourage “buy-in” from all sides. This ensures higher quality recycling rates and successful collection-completion rates.

Residential Pickups Program Price Estimate:

Number of households and receptacles	185
GHF discount rate	\$10.00
FQMD assistance rate (per month)	\$10.00
Customer/household rate	\$5.00
Residential receptacles internal cost per unit	\$15.00
FQMD receptacles fee	\$2,775.00
Residential Pickups Program - Total Program Cost	\$24,975.00



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Program: Mardi Gras Bead Recycling

Comprehensive Mardi Gras Beads recycling options throughout the FQ for locals and tourists to recycle their unwanted beads/throws during Mardi Gras. GHF works directly with hotels in the French Quarter and their on-site staff and management to implement collection sites in their respective establishments. Providing approximately ten recycling pickups over a six week period, three weeks prior to and three weeks after Mardi Gras Day, respectively.

Program Price Estimate:

<i>Staffing and Labor (program duration)</i>	\$9,762.62
<i>Equipment and Vehicles (program duration)</i>	\$13,474.68
<i>Indirect (material processing, overhead)</i>	\$3,485.55
<u>Program Total (10 hotels)</u>	\$26,722.85

July 1st, 2024 - June 30th, 2025: All Programming Total Estimated Costs:

Programs: July 1st, 2024 - June 30th, 2025	Program Total Cost
<i>Community Recycling Drop-off, July 1st, 2024 - June 30th, 2025 (3 locations)</i>	\$96,524.40
<i>Glass Recycling Residential Pickup Services Support (185 Households)</i>	\$24,975.00
<i>Mardi Gras Bead Collection and Recycling (10 Venues)</i>	\$26,722.85
July 1st, 2024 - June 30th, 2025 - Total Program Costs	\$148,222.25

This proposal represents the best of our current understanding of the desired program scope, and can of course be adjusted to reflect the objectives and constraints of the FQMD.

Thank you in advance for your consideration. Please direct any questions or clarifications to max@glasshalffull.co.

Glass Half Full
hello@glasshalffull.co

Maxwell Steitz
Chief Operating Officer
max@glasshalffull.co



Glass Half Full, Inc.
3935 Louisa Street
New Orleans, LA 70126
www.glasshalffull.co

WHEREFORE, the parties hereto have executed this Agreement as of the respective dates indicated below.

French Quarter Management District

Full Name: _____

Title: _____

Date: _____

Signature: _____

Glass Half Full, Inc.

Full Name: _____

Title: _____

Date: _____

Signature: _____

Project: Public Relations and Marketing for French Quarter Management District

Today's Date:

Start Date: January 1, 2025

Finish Date: December 31, 2025

Situation Analysis

French Quarter Management District seeks to raise awareness of its activities and the important work it does to make the French Quarter a better place to live, work and visit. Ellie Rand Public Relations/Front Row Center, LLC, in partnership with Studio Mundi, was selected to plan and execute a 12-month Public Relations and Marketing campaign with the primary goals of educating the public about FQMD programs and results, elevating FQMD's digital presence, updating the web site and the FQMD brand and establishing brand standards. ERPR will also provide Crisis Communications assistance if needed. Currently, there are no plans for paid advertising campaigns or social media activity. However, if these tactics are deemed necessary and budgetarily possible, ERPR and Studio Mundi will add those to the Scope of Services and estimate any additional costs for each.

Project Timeline: January 1, 2025 – December 31, 2025

Scope of Services

1. Public Relations Counsel, Assistance and Execution • ERPR will create a strategic Public Relations and Marketing 2025 plan within the first 15 days of the contract (due January 15.) This plan will include anticipated opportunities as well as original ideas and tactics to tell the FQMD story. Timelines to complete the Branding and Web Site edits, revisions to reflect 2025 plan will also be included in this plan. The cost to develop this plan is included in the monthly retainer.
2. As part of the Public Relations service, ERPR will develop and implement awareness campaigns about FQMD's programs:
 - a. Public safety
 - i. Supplemental Police Patrol Program & Expanded Upper Quarter Patrol
 - ii. Task Force app
 - iii. Supplemental Security-Remove, Lock, Take
 - b. Quality of life
 - i. Street Light Repair Project
 - ii. Pedestrian Safety and Signage Programs
 - c. Sanitation
 - i. Keep the Quarter Clean

ii. Glass Recycling for Gulf Coast Restoration

1. Mardi Gras Bead Recycling
2. Glass Recycling Drop Off Locations
3. Residential / Commercial Pickup services

FQMD may add additional programming within the contract period.

3. Develop One Pagers on each of the above program areas, with stats, photos, videos, and quotes from stakeholders.
4. Amplifying Public Awareness of FQMD and encouraging key audiences to engage with the organization will also be part of the Public Relations plan. The goal will be to increase overall community engagement. Specifically, educational awareness of the positive impact of the FQMD use of “Quarter for the Quarter” tax funds.
5. Partnerships are key to FQMD. ERPR will reach out to partners on an on-going basis, leveraging resources and providing added value.

Cost: \$4,800.00 monthly retainer, which accounts for 40 hours per month @ \$120.00 per hour. Includes press release writing and distribution, media outreach, partner outreach and coordination, messaging documents, special event planning and execution and development of creative Public Relations ideas, among other communications initiatives. Not covered by the retainer are any creative and production costs associated with executing Public Relations tactics. If needed, those services will be billed at \$135.00 per hour and estimated in advance. Additionally, a flat communications hard cost fee of \$100.00 per month will be billed to cover mileage, parking, phone, and other misc. communications hard costs.

Total Annual Public Relations and Account Service Budget: \$58,800.00 • \$4,800.00 retainer plus \$100.00 hard costs = \$4,900.00 per month x 12 months

Account Management • Ellie Rand will act as Account Manager, ensuring tactics are executed and deadlines are met. For Public Relations activities, Ellie will serve as the primary day-to-day contact on the account with the assistance of Account Coordinator Jared Florane. • For Branding and Web Site services, Ian Munde of Studio Mundi will serve as the primary contact. • ERPR will facilitate invoices, provide estimates, and reconcile any billing issues. • ERPR and/or Studio Mundi will generate advance meeting agendas, follow-up conference reports and maintain ongoing status reports. • The agency will submit timesheets prior to FQMD twice monthly meetings in person at FQMD headquarters or via Zoom when needed. • The monthly retainer and hard cost fee will be billed on the first of the month and must be paid within 30 days to avoid a 10% late fee. An additional 10% fee

will apply for each month an invoice remains outstanding. • Local mileage and parking costs for ERPR are included in the \$100.00 per month hard cost fee. If parking and mileage for additional events or partner meetings exceeds this amount, ERPR will alert FQMD and bill at cost. Mileage and parking costs for Studio Mundi are included in creative and production estimates, unless where otherwise noted. • Cost for Account Management is included in the monthly Public Relations and Account Service Retainer of \$4,800.00 3. Establish Streamlined FQMD Brand Standards

- **Studio Mundi** will **update FQMD web site** to continue to improve the user and mobile friendly interface of FQMD's website to effectively disseminate data to the public and will apply to all form factors, including desktop, mobile and tablet. • The **2025 update** redesign of the web site will be easily adaptable by FQMD staff. • The redesign will likely split programs into individual program awareness pages. • Updated analytics of website traffic shall be provided. • Overall appearance of FQMD web site will improve • Studio Mundi will continue to use the WordPress format and work in coordinate with any existing vendors and service providers.

- **Crisis Communications** • Ellie Rand Public Relations will supply Crisis Communications services as needed to FQMD. These services will be billed at an hourly fee of \$165.00 and will be in addition to the monthly retainer. • Crisis Communication are those services that require immediate action and were not anticipated by the team or included as part of the Public Relations plan. Please read the following carefully: The monthly Public Relations and Account Service retainer is meant to reflect the average number of hours Ellie Rand Public Relations intends to work on fulfilling FQMD PR and Marketing tactics. Some months may require more than 40, some less. Ellie Rand Public Relations and French Quarter Management District will review the actual number of hours spent on the account on a quarterly basis and is open to increasing or decreasing the monthly retainer based on actual hours worked. Any items purchased on behalf of the client to carry out any Public Relations or Marketing tactics will be estimated in advance, approved by the client, and billed at cost plus 20%. Any creative or production work undertaken by Studio Mundi outside of the Branding and Web Site work will be billed by Ellie Rand Public Relations to FQMD at \$135.00 per hour. Payment to the agency can be in the form of check or via ACH. Checks will be made out to Front Row Center, LLC. Approval by the client of the above scope of work and costs provided is the authority for us to proceed. Client revisions made after preliminary approval are NOT reflected in this estimate.

The undersigned agrees to pay the quoted prices above plus any additional expenses incurred by 4 Ellie Rand Public Relations/Front Row Center, LLC and/or Studio Mundi, Inc.

in the completion of the job as described above and to hold harmless Ellie Rand Public Relations/Front Row Center, LLC and/or Studio Mundi, Inc. and its assigns for any liabilities, errors, omissions in good faith.

Client Signature

Date

KEEP A COPY FOR YOUR RECORDS SIGN A RETURN A COPY TO BEGIN IMMEDIATELY *** 5

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "Amendment"), is effective as of _____, 2024 (the "Effective Date") by and between DLBF Marketplace/SS, L.L.C., a Louisiana limited liability company ("Landlord"), and French Quarter Management District, a political subdivision of the State of Louisiana ("Tenant").

INTRODUCTION

A. Landlord and Tenant entered into the Lease Agreement dated effective January 1, 2022 (the "Original Lease"), as amended by the First Amendment to Lease dated effective January 1, 2023 (the "First Amendment"), as amended by the Second Amendment to Lease Agreement dated effective January 1, 2024 (the "Second Amendment" and together with the Original Lease and the First Amendment, the "Lease"), for the premises located in the Jackson Brewery Marketplace designated as Office #14, #6, and #5 as more particularly described in the Lease as the Leased Premises.

B. The Lease Term is set to expire December 31, 2024.

C. The parties desire to amend certain provisions of the Lease in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows.

1. Lease Term. Notwithstanding anything contained in the Lease to the contrary, the Lease Term is hereby extended through December 31, 2025.

2. Work Within Leased Premises and Rent Abatement. Landlord and Tenant acknowledge that work within the Leased Premises will occur during part of the months of November 2024 and December 2024 (the "Work"). Due to the Work, Landlord will abate the monthly rent for the month of December 2024. Tenant agrees that this rent abatement is Tenant's sole and exclusive remedy under the Lease or applicable law arising out of or relating to the Work.

3. Leased Premises. After the Work is completed, the Leased Premises shall include Office #8 in Suite 206 shown on Exhibit B to the Lease.

4. Rent. Beginning January 1, 2025, the monthly rental specified in Section 2 of the Lease will increase to \$1,600 per month.

5. Miscellaneous. All capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Lease. Except as otherwise expressly amended by this Amendment, the Lease is hereby reaffirmed and shall remain in full force and effect. This Amendment may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one and the same instrument.

[signatures appear on the following page]

The parties execute this Amendment effective as of the Effective Date.

TENANT:

LANDLORD:

FRENCH QUARTER MANAGEMENT DISTRICT

DLBF MARKETPLACE/SS, L.L.C.

By: Berger Management, LLC, its manager

By: _____
Name:
Title:

By: _____
Martha Heausler
Secretary/Treasurer



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	FRENCH QUARTER MANAGEMENT DISTRICT			Phone:	(504)396-3033
Contact Name:	Bob Bejarano			City:	NEW ORLEANS
Address:	400 N PETERS ST STE 206			Fax/Email:	programmanger@fqmd.org
State:	LA	Zip:	70130-1095		

Make	Model	Serial Number
	MPC3504-RM	G706M960310R1/C85225299

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☒ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____
 Name: Michelle Courseault
 Title: _____
 Date: _____

RICOH USA, INC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Number: _____

This Image Management Plus Agreement (this "Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("Ricoh") or, if we assign this Agreement pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

CUSTOMER INFORMATION

FRENCH QUARTER MANAGEMENT DISTRICT				MICHELLE COURSEAUULT			
Customer (Bill To)				Billing Contact Name			
400 N PETERS ST STE 206				400 N PETERS ST STE 206			
Product Location Address				Billing Address (if different from location address)			
NEW ORLEANS	ORLEANS	LA	70130-1095	NEW ORLEANS	ORLEANS	LA	70130-1095
City	County	State	Zip	City	County	State	Zip
Fed Tax ID 29-2092304		Billing Contact Telephone Number (504) 323-5801		Billing Contact Facsimile Number		Billing Contact E-Mail Address executivedirector@fqmd.org	

EQUIPMENT DESCRIPTION

Qty	Equipment Description: Make& Model	Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement)
1	RICOH IMC3500-RM CONFIGURABLE PTO MODEL	400 N PETERS ST STE 206, NEW ORLEANS, LA, 70130-1095, US

PAYMENT SCHEDULE

Minimum Term (months)
36

Minimum Payment (Without Tax)
\$358.85

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other:

Guaranteed Minimum Images*°	
Black/White	Color
4000	4000

Cost of Additional Images°	
Black/White	Color
0.0054	0.027

Meter Reading/Billing Frequency
<input type="checkbox"/> Monthly
<input checked="" type="checkbox"/> Quarterly
<input type="checkbox"/> Other: QUARTERLY

* Based upon Minimum Payment Billing Frequency

° Based upon standard 8½" x 11" paper size. Paper sizes greater than 8½" x 11" may count as more than one image.

ADDITIONAL PROVISIONS (list here, if any):

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)

Customer Billing Reference Number (P.O.#, etc.)

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _)

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: _____ X _____ Authorized Signer Signature Printed Name: <u>Michelle Courseault</u> Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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TERMS AND CONDITIONS

1. Use of Equipment; Term. You agree to use the equipment listed above ("Equipment") and pay the sums described above. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family, or household purposes and the "Equipment Location" is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature below will indicate our acceptance of this Agreement.
2. Location of Equipment. You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
3. Ownership of Equipment; Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement (as defined below) you have entered into with a Servicer (as defined below) will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.
4. Software or Intangibles. To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as defined below).
5. Taxes and Origination Fee. In addition to the payments under this Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sum includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Agreement. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of this Agreement, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Agreement to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Agreement and not as a lump sum at inception of this Agreement, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Agreement, you agree to pay us an origination fee of \$75.00 on the first payment date.
6. Uniform Commercial Code ("UCC") Filing. To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
7. Warranties. We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU RENT THE EQUIPMENT "AS-IS."
8. Maintenance of Our Equipment. You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
9. Indemnity, Liability and Insurance. To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value, and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such coverage in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.
10. Renewal and Return of Equipment. AFTER THE MINIMUM TERM OR ANY EXTENSION, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE EQUIPMENT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (x) you with a legally enforceable option to extend or renew the terms of this Agreement, or (y) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Agreement, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay

additional monthly Payments at the same rate as then in effect under this Agreement, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment rented by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

11. **Payments.** Payments will begin on the Equipment delivery and acceptance date ("Effective Date") and the first payment will be due in arrears thirty (30) days after the Effective Date or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay \$25 for each check returned for insufficient funds or any other reason. You agree that you will remit Payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of Payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit Payments to us. The Minimum Payment and the Cost of Additional Images will not increase during the Minimum Term. Upon the expiration of the Minimum Term, the Minimum Payment and the Cost of Additional Images, at Ricoh's option, will be increased annually by an amount equal to 7.5% of the Minimum Payment or Cost of Additional Images then in effect (but not to exceed the maximum amount allowed by applicable law).
12. **Default and Remedies.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Agreement is false or incorrect and/or you do not perform any of your other obligations under this Agreement and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER). Additionally, we are entitled to all past due payments, and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the Equipment at the end of the term of this Agreement, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Agreement.

This action will not void your responsibility to maintain and care for the Equipment. If we take possession of the Equipment (or any Software, if applicable), we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. YOU HEREBY REPRESENT, WARRANT, AND COVENANT THAT YOU ARE AND SHALL REMAIN IN COMPLIANCE WITH ALL LAWS, RULES, REGULATIONS, AND ORDERS APPLICABLE TO YOU, INCLUDING U.S. ECONOMIC AND TRADE SANCTIONS AND ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-MONEY LAUNDERING, AND ANTI-TERRORISM LAWS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
14. **No Waiver or Set Off; Entire Agreement; Delivery & Acceptance Certificate.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT REPRESENT THE ENTIRE AGREEMENT BETWEEN YOU AND US AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
15. **Image Charges/Meters.** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Agreement for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Agreement. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

16. Ricoh Service Commitments; Counterparts; Facsimiles. You acknowledge and agree that the Ricoh service commitments included on the “*Image Management Plus Commitments*” page attached to this Agreement (collectively, the “Commitments”) are separate and independent obligations of Ricoh governed solely by the terms set forth on such page. They do not represent obligations of any Assignee of this Agreement and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if applicable, our Assignee will be the party responsible for financing and billing this Agreement, including, but not limited to, the portion of your payments under this Agreement that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you and we expressly agree that Ricoh is an intended third party beneficiary of your payment obligations hereunder. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing “configure to order” number (“CTO”), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile or other electronic transmission of this Agreement containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of the Agreement containing your original manual signature.

17. Miscellaneous. It is the intent of the parties that this Agreement shall be deemed and constitutes a “finance lease” as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Agreement by any representation or warranty not expressly set forth in this Agreement. This Agreement is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities will survive the termination of this Agreement. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Agreement and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Agreement and make your own determination of the proper accounting treatment of this Agreement. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of providing the Equipment to you under this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of providing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Agreement or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.



RICOH USA, INC.

IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., a Delaware corporation having its principal place of business at 300 Eagleview Blvd #200, Exton, PA 19341 ("RicoH"). The words "you" and "your" refer to you, our customer. You agree that RicoH alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. RicoH or, if RicoH assigns the Image Management Plus Agreement to which these Service Commitments are attached, RicoH's assignee is the party responsible for financing and billing the Image Management Plus Agreement. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Agreement to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during RicoH's normal business hours, excluding weekends and RicoH recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images will not increase in price during the Minimum Term. Upon the expiration of the Minimum Term, the Minimum Payment and the Cost of Additional Images, at RicoH's option, will be increased annually by an amount equal to 7.5% of the Minimum Payment or Cost of Additional Images then in effect (but not to exceed the maximum amount allowed by applicable law).

EQUIPMENT SERVICE AND SUPPLIES

RicoH will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. RicoH will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Agreement (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. RicoH reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If RicoH determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or RicoH may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT

RicoH will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any RicoH office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Agreement. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Agreement.

UPTIME PERFORMANCE COMMITMENT

RicoH will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to RicoH and will end when the Equipment is again Operational. You agree to make the Equipment available to RicoH for scheduled preventative and interim maintenance. You further agree to give RicoH advance notice of any critical and specific uptime needs you may have so that RicoH can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Agreement to which these Service Commitments relate, RicoH will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, RicoH will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, RicoH will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Agreement that must be agreed to and signed by both parties to the Image Management Plus Agreement. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Agreement but may extend the remaining term of the existing Image Management Plus Agreement for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Agreement to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Agreement or Amendment must be agreed to and signed by the parties to the Image Management Plus Agreement for a term not less than the remaining term of the existing Image Management Plus Agreement but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Agreement for up to an additional 60 months. The Cost of

Additional Images and the Minimum Payment of the new Image Management Plus Agreement will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your RicoH Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Agreement.

PERFORMANCE COMMITMENT

RicoH is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If RicoH fails to meet any Service

Commitments and in the unlikely event that RicoH is not able to repair the Equipment in your office, RicoH, at RicoH's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at RicoH's service center, or RicoH will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for RicoH to re-perform any Services not in compliance with this warranty and brought to RicoH's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with RicoH's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your RicoH sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and at a mutually convenient date and time. RicoH will follow up within 8 business hours of a call or e-mail to one of RicoH's account management team members requesting a metrics review. RicoH will, upon your request, be pleased to annually review your business environment and discuss ways in which RicoH may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local RicoH office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. RicoH is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Agreement within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of RicoH. RicoH and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, RicoH makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall RicoH be liable to you for any damages resulting from or related to any failure of any software, including, but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Equipment provided or serviced by RicoH, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless RicoH and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities,

claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by a "Ricoh Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Agreement as applicable, or on a remote basis.

You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

Customer Initials

Certificate Of Completion

Envelope Id: 9F473263B70A47FDB77F4731919DFAA6

Status: Delivered

Subject: Ricoh Docs for FRENCH QUARTER MANAGEMENT DISTRICT to Review & Sign (Quote 35028633)

Source Envelope:

Document Pages: 7

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Ricoh DocuSign

AutoNav: Enabled

PO Box 6117

Envelopeld Stamping: Enabled

Macon, GA 31208

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

RicohDocuSign@Ricoh-usa.com

IP Address: 52.2.226.144

Record Tracking

Status: Original

Holder: Ricoh DocuSign

Location: DocuSign

11/20/2024 3:11:01 PM

RicohDocuSign@Ricoh-usa.com

Signer Events	Signature	Timestamp
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Michelle Courseault

EXECUTIVEDIRECTOR@FQMD.ORG

Sent: 11/20/2024 3:11:03 PM

Security Level: Email, Account Authentication

(None)

Viewed: 11/21/2024 3:09:44 AM

Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 3:09:44 AM

ID: 4336ba0c-8664-482c-8a30-44d7092b7d03

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Lockwood Dale

Dale.Lockwood@ricoh-usa.com

Sent: 11/20/2024 3:11:03 PM

Ricoh USA, Inc.

Viewed: 11/20/2024 4:18:04 PM

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

workman shannon

shannon.workman@ricoh-usa.com

Sent: 11/20/2024 3:11:03 PM

Security Level: Email, Account Authentication

(None)

Viewed: 11/20/2024 3:14:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

11/20/2024 3:11:03 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	11/21/2024 3:09:44 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.