

DocuSign City Council Transmittal Coversheet

RFP	7026
File Name	Vending Machines
Purchasing Contact	Lori Hewell
City Council Target Date	October 15, 2019
Piggy Back Option	Yes
Contract Expiration	October 15, 2024
Ordinance	19-2360

Vending & Office Coffee Services Agreement

This VENDING AGREEMENT, which consists of this Vending & Coffee Service Agreement and Request for Proposals #7026 which is incorporated herein by reference, (collectively, Agreement), is entered into between the undersigned Client (City of Denton), and Supreme Food Services, dba Vend Pro Refreshment Services (Vend Pro), who, in consideration of the promises contained herein, agree as follows:

1) **Vend-Pro Responsibilities:**

Client grants to Vend Pro, as an independent contractor, the exclusive right to provide and install Vending, Water, and Coffee related equipment (Equipment) to dispense food, beverages, snacks, ice cream, water, coffee or other related products supplied by Vend Pro (Products) at the sites and facilities described on the exhibit C (Locations). Vend Pro will install, maintain and service the Equipment in a sanitary manner in accordance with industry standards and all federal, state and local laws. As Client needs evolve during the Agreement, or in the event that a piece of Equipment is not generating an appropriate volume of Net Sales Vend Pro may, change or remove Equipment types or styles, with the written approval of the client.

2) **Client Responsibilities:**

The Client will furnish Vend Pro with the necessary space, trash removal, extermination services, water, electrical, drain as may be required to permit the sanitary operation of the services. Client will maintain and service the areas around the Equipment in a sanitary manner in accordance with industry standards and all federal, state and local laws. Vend Pro will make all final connection to the Equipment. Client will provide Vend Pro employees and/or contractors the necessary access and sufficient time to properly service and maintain the Equipment. Client has no right, title or interest in the Equipment or Products, and shall not assert or disturb rights, title or interest to any Equipment, Inventory or other property furnished or installed by Vend Pro on the premises. Client shall not operate, remove or tamper with such Equipment, Products or other property. To the extent authorized by the laws of the State of Texas, Client shall be responsible for any damage to the Equipment caused by willful or negligent acts or omissions on Client, its agents or employees.

3) **Minimum Purchase:**

Client has selected a (glass and airport) brewer which has a coffee and related products minimum purchase amount of (\$100) per month. Should Client fall short of the specified monthly minimum, Client agrees to subsidize the difference and make equal to (\$100) for the term of this agreement. Additionally, Client has selected a (water cooler) which is free with purchase of 5-gallon units.

4) **Payment Terms:**

Any products or services purchased by Client shall be invoiced by Vend-Pro. Client terms are Net Due upon invoice receipt via Client's option of check, credit card or electronic funds transfer into an account designated by Vend-Pro. Invoices not paid within (30) days of invoice date are subject to a service charge calculated at the lower of 1.5% per month, or the maximum rate permitted by state jurisdiction.

5) **INDEMNIFICATION**: TO THE EXTENT AUTHORIZED BY THE LAWS OF THE STATE OF TEXAS, EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER FROM ANY AND ALL LOSSES, DAMAGES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES ARISING OUT OF OR RESULTING FROM CLAIMS OR ACTIONS FOR BODILY INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, ANY BREACH OR DEFAULT HEREUNDER, OR OTHER INJURY OR DAMAGE IF CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SUCH PARTY (EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE OTHER PARTY, ITS EMPLOYEES OR AGENTS). NOTIFICATION OF AN EVENT GIVING RISE TO AN INDEMNIFICATION CLAIM MUST (A) BE RECEIVED BY THE INDEMNIFYING PARTY NO LATER THAN (10) DAYS AFTER THE PARTY TO BE INDEMNIFIED RECEIVES NOTICE OF THE CLAIM OR LAWSUIT ACCOMPANIED BY COPIES OF THE SUMMONS, COMPLAINT OR OTHER RELEVANT DOCUMENTS RELATING TO THE CLAIM OR LAWSUIT; AND (B) INCLUDE A BRIEF FACTUAL SUMMARY OF THE DAMAGE AND CAUSE THEREOF. INDEMNIFICATION HEREUNDER IS EXPRESSLY SUBJECT TO, AND CONDITIONED UPON, COMPLIANCE WITH THE FOREGOING NOTICE PROVISIONS.

6) **Insurance**:

Vend Pro shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: General Liability, Business Automobile and Workers Compensation (as prescribed by state laws). Client shall obtain and maintain insurance for the Premises against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.

7) **Term**:

The term of this Agreement shall be for three (3) years beginning on the Effective Date, which is the date upon which Vend-Pro begins Services set forth on the signature page and thereafter shall automatically renew for two (1) year periods, unless sooner terminated as provided herein.

8) **Non-Appropriation Clause**

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the City of Denton may terminate its obligations under this Contract if sufficient appropriations are not made by the appropriate governing entity to pay amounts due for multiple year agreements. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Vendor.

9) **Default and Termination**:

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall give the other party a written notice citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within sixty (60) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective thirty (30) days after the end of such sixty (60) day period.

10) **Proprietary Marks**:

Client acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether registered or not, now or hereafter owned by or licensed to Vend-Pro or its affiliated and

parent companies are proprietary Marks of Vend Pro, and Client will not use the Marks for any purpose except as expressly permitted in writing by Vend Pro. Upon termination of this Agreement, Client shall (a) immediately and permanently discontinue the use and display of any Marks, and (b) immediately remove and deliver at Vendor’s sole expense to Vend Pro all goods bearing any Marks.

11) **Assignment:**

Either party may assign or sub-contract this Agreement to an affiliated business entity without the prior written consent of the other party. This Agreement shall be binding upon the parties’ successors and assigns.

12) **Entire Agreement:**

This Agreement, Request for Proposals #7026, and the exhibit(s) attached hereto constitutes the entire Agreement and understanding between the parties relating to the subject matter herein, and supersedes all other arrangements between the parties with respect thereto. Except as otherwise noted, this Agreement may not be changed without a written amendment signed by an authorized representative of each party.

13) **Notices:**

Unless otherwise stated, the parties shall be noticed at the addresses listed below, or to any other address as designated by one party upon notice to the other party. All notices to be given under this Agreement shall be in writing and shall be served either personally by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one (1) business day after deposit with an overnight courier; or (d) three (3) business days after deposit in the United States mail.

Effective Date: 9/__/2019

Client: City of Denton

A Texas Municipal Corporation

Todd Hileman

By: _____

Printed Name

DocuSigned by:
Todd Hileman
E776C711BA0D454...

Signature

City Manager

Title

Vend-Pro Refreshment Services

Karla Price

Printed Name

DocuSigned by:
Karla Price
25FA898BEDF8469...

Signature

Sr. Business Development Manager

Title

Client Address – Notices To:
Purchasing

901-B Texas St

Denton, TX 76209

Vend-Pro Address – Notices To:

VendPro
2030 Century Center Blvd. Suite "A"
Irving, Texas 75062

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____
DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: _____
DocuSigned by:
Mack Feinwand
7F9D328BF0204E5...

**THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.**

DocuSigned by:
Cassandra Ogden ssandra Ogden
E7FF20C194EA4F9...
SIGNATURE PRINTED NAME

Director of Procurement and Compliance

TITLE

Procurement & Compliance

DEPARTMENT

Exhibit "A"

Commissions & Equipment

1) **Commission Arrangements:**

Commissions shall be computed quarterly based upon Net Vending Sales on Client Premises. The Report detailing Commissions due Client will accompany payment which shall be forwarded within ten (10) days of quarter end. Net Vending Sales are defined as the collected retail sales - less sales taxes, returns and spoilage. No Commission is paid on Cold Food Machines. Payment of Commissions will be made to the Client at the Notice Address on the signature page of this Agreement. The Commission Rates and prices are based in part, on population, hours of operation, other conditions such as projected usage, labor costs, product costs, fuel costs, federal, state and local tax structure, and any other levy or tax that impacts Vend Pro's services and costs (Factors). If there are changes in the Factors, Vend Pro may modify the Commission Rates and/or Retail Prices, which shall be noted on the Commission Statements. All damages caused by City of Denton, it's employees and agents, to vending machines and equipment will be deducted from Clients commissions after providing an invoice for the repair of the damage to the City of Denton and providing 30 days for City of Denton to contest the cause of damage or cost of repair.

Commission **10%**

Reference RFP #7026 details Exhibit 1

2) **Equipment Arrangements:**

Vend Pro will Deliver and Install the following Equipment.

Snack Vending	<u>21</u>
Drink Vending	<u>24</u>
Water Cooler or Machine	<u>3</u>
Coffee Service	<u>1</u> (3 burners)
Ice Cream	<u>1</u>
Fresh Food	<u>1</u>

Exhibit “B”

Pricing – Drinks & Snacks

Reference RFP #7026 Document:

Product Prices in machines may be adjusted by Vend Pro Quarterly, as needed to reflect manufacturer price changes, fuel costs, tax changes or labor cost changes. Vend Pro will inform and work closely with the Client regarding implementation of Price Changes subject to terms of RFP.

Product Selection will periodically change based on seasonal changes, new items available, special requests and/or sales pattern evolution.

Reference RFP #7026 Document – copy below:

Product Description		UOM	Prices & commission based upon 27 current locations and 16 proposed location.			
Item #	BEVERAGES (Lower Pricing preferred by City.)		Price in \$	Ext Total	Percentage Commission to be paid to City for Beverages	Ext Total
1	20 oz Soft Drinks (All Major brands accepted)	EA	1.75		10%	
2	20 oz Bottled Water	EA	1.75		10%	
3	20 oz Gatorade	EA	2.00		10%	
4	Cold Coffee Beverages	EA	3.00		10%	
5	16 oz Monster	EA	3.00		10%	
6	8 OZ Red Bull	EA	3.00		10%	
7	100% Juice	EA	2.50		10%	
Item #	SNACKS (Lower pricing preferred by City)	UOM	Price in \$	Ext Total	Percentage Commission to be paid to City for snacks	Ext Total
8	Chips (Large bags of all Major Brands)	EA	1.25		10%	
9	Candy Items	EA	1.25		10%	
10	Cookies	EA	1.25		10%	
11	Pastry	EA	1.25		10%	
12	Nuts	EA	1.25		10%	
13	Gum & Mints	EA	0.80		10%	

Reference RFP #7026 document:

- Our pricing will remain firm for 1 year per the RFP request.
- Pricing will be subject to increases after that, but within requirements of RFP. e.g., increases in Producer Price Index, Department of Labor and/or Bureau of Labor Statistics, not to exceed 8% for any individual year, etc.

Exhibit CIQ

CONFLICT OF INTEREST QUESTIONNAIRE -	FORM CIQ
For vendor or other person doing business with local governmental entity	

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1	Name of vendor who has a business relationship with local governmental entity. Supreme Food Services, dba Vend Pro Refreshment Services
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2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.
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(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3	Name of local government officer about whom the information in this section is being disclosed. Karla Price
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Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Not applicable.

4	<input checked="" type="checkbox"/> I have no Conflict of Interest to disclose.
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5	<table style="width: 100%;"> <tr> <td style="width: 60%;"> <p>DocuSigned by: <i>Karla Price</i></p> <p>25FA898BEDF8469...loing business with the governmental entity</p> </td> <td style="width: 40%; text-align: right; vertical-align: bottom;"> <p>9/25/2019</p> <p>_____</p> <p>Date</p> </td> </tr> </table>	<p>DocuSigned by: <i>Karla Price</i></p> <p>25FA898BEDF8469...loing business with the governmental entity</p>	<p>9/25/2019</p> <p>_____</p> <p>Date</p>
<p>DocuSigned by: <i>Karla Price</i></p> <p>25FA898BEDF8469...loing business with the governmental entity</p>	<p>9/25/2019</p> <p>_____</p> <p>Date</p>		

Certificate Of Completion


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Subject: Please DocuSign: City Council Contract 7026 Vending Machines	
Source Envelope:	
Document Pages: 9	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lori Hewell
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	lori.hewell@cityofdenton.com
	IP Address: 129.120.6.150

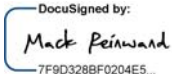
Record Tracking

Status: Original 9/13/2019 1:46:00 PM	Holder: Lori Hewell lori.hewell@cityofdenton.com	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
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Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 9/13/2019 1:53:32 PM Viewed: 9/13/2019 1:53:47 PM Signed: 9/13/2019 1:54:37 PM
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Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 9/13/2019 1:54:39 PM Viewed: 9/13/2019 2:46:14 PM Signed: 9/13/2019 2:47:54 PM
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Karla Price kprice@trustvending.com President/CEO Price Covered Holdings, Inc, dba Trust Vendin Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/25/2019 8:40:53 AM ID: a10f0119-f172-463b-839a-b3bbbbb93f4c5	 Signature Adoption: Pre-selected Style Using IP Address: 65.36.91.1	Sent: 9/13/2019 2:47:56 PM Resent: 9/19/2019 7:40:43 PM Resent: 9/25/2019 7:57:56 AM Viewed: 9/25/2019 8:40:53 AM Signed: 9/25/2019 8:42:39 AM
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Signer Events

Cassandra Ogden
 Cassandra.Ogden@cityofdenton.com
 Director of Procurement and Compliance
 City of Denton
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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 Viewed: 9/26/2019 10:16:53 AM
 Signed: 9/26/2019 10:17:52 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Contract Administrator
 City of Denton
 Security Level: Email, Account Authentication (None)

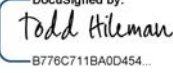
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 Signed: 10/17/2019 7:52:52 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign


Todd Hileman
 Todd.Hileman@cityofdenton.com
 City Manager
 City of Denton
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 129.120.6.150

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 Signed: 10/17/2019 2:22:59 PM

Electronic Record and Signature Disclosure:
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Rosa Rios
 rosa.rios@cityofdenton.com
 City Secretary
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1C5CA8C5E175493...
 Signature Adoption: Pre-selected Style
 Using IP Address: 129.120.6.150

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Editor Deliver Events	Status	Timestamp
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Agent Deliver Events	Status	Timestamp
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Intermediary Deliver Events	Status	Timestamp
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Certified Deliver Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Contract Administrator
 City of Denton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/13/2019 1:53:31 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/13/2019 1:53:31 PM
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Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/17/2019 2:23:02 PM
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Witness Events	Signature	Timestamp
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Notar Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/21/2019 11:39:57 AM
Completed	Security Checked	10/21/2019 11:39:57 AM

Attachment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (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 your DocuSign, Inc. (DocuSign) Express user account. 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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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 your DocuSign account. 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 your DocuSign Express user account 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 your DocuSign user account 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 City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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 RECORD AND SIGNATURE 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 City of Denton 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 City of Denton during the course of my relationship with you.