



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between STRIPE-A-ZONE, INC. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the CITY OF GRAND PRAIRIE, TX Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 20913 R3, as amended, (the "**Agreement**") with an expiration date of 07/31/2025.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

PAVEMENT MARKING SERVICES OUTLINED IN ATTACHMENT A ON AN AS-NEEDED BASIS.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of TWO HUNDRED FIVE THOUSAND, AND NO/100 DOLLARS (\$205,000.00) ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ **Supply / As Needed Contract**- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 9TH day of DECEMBER 2024 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR **STRIPE-A-ZONE, INC.**

DocuSigned by:

By: John Johnson
B632C1E3E458484...

Name: John Johnson

Title: VP of Finance

Date: 11/26/2024



Contract Coversheet

Dept: *

Purchasing

Contract ID:

20913 R3

For:

Transportation Services

Bid Number:

21116

Contact Name:

Kimberley Ruiz

Contact Phone: *

8089

Contact Email: *

kgruiz@gptx.org

Vendor Name:

Stripe-A-Zone, Inc.

Vendor Email:

jjohnson@stripe-a-zone.com

Project Name:

Pavement Marking Services

Summary

Renewal 3

Permanent Retention *

☐ Yes

☒ No

Contract Amount

\$ 582,032.37

Total Contract Amount over all terms

\$ 2,585,662.02

Account #

Work Order #

Implementation Date	Termination Date	Council Approval Date
8/1/2024	7/31/2025	8/31/2021

Contract Approvals

Department Manager:

Sign

Date

City Attorney Signature

Sign

Date

7/22/2024

City Manager Signature

Sign

Date

7/22/2024

City Secretary Signature

Date

7/22/2024

Legal Reviewer

Which attorney previously reviewed this contract?

No Prior Legal Review



July 22, 2024

Stripe-A-Zone, Inc.
ATTN: John Johnson, VP of Finance
2714 Sherman Street, Grand Prairie, TX 75051
Phone 972-647-27141 Email: jjohnson@stripe-a-zone.com

Subject: Renewal **3 of 4** for **RFB 21116**

To whom it may concern,

The City and Stripe-A-Zone, Inc. entered into the referenced contract for pavement marking services, which provides for renewal options. The current term of the contract will expire on July 31, 2024, and the City wishes to renew the contract for an additional year set to expire July 31, 2025, under the same terms and conditions and in accordance with this letter. If you wish to renew the contract, please acknowledge your desire to do so by responding "I agree" to this letter. By acknowledging your desire to renew the contract, you warrant that you are authorized to execute the renewal on behalf of the contracting party.

- ☒ If you wish to renew the contract.
- ☐ If you do not wish to renew the contract, please explain.

Please attach a current Certificate of Insurance showing that insurance is in the effect of the types and kinds required under the contract.

If you have a question, please feel free to contact me.

Signature

Date

07/22/2024

Respectfully,

A handwritten signature in cursive script, appearing to read "Kim Ruiz".

Kimberley Ruiz, Senior Buyer

Contract Term thru 7/31/22	Renewal #1 thru 7/31/23	Renewal #2 thru 7/31/24	Renewal #3 thru 7/31/25
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TOTAL	\$489,885.00	\$ 533,888.40	\$ 584,307.96	\$ 584,307.96
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CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
01/04/2024

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Zurich Ins Co</td> <td>40142</td> </tr> <tr> <td>INSURER C: Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C: Arch Specialty Insurance Company	21199	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Stripe-A-Zone, LLC 2714 Sherman Street Grand Prairie TX 75051 USA															

COVERAGES **CERTIFICATE NUMBER:** 570103488449 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested															
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	GL0705822200	01/01/2024	01/01/2025	<table border="1"> <thead> <tr> <th colspan="2">LIMITS</th> </tr> </thead> <tbody> <tr> <td>EACH OCCURRENCE</td> <td>\$2,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$1,000,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$10,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$2,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$4,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$4,000,000</td> </tr> </tbody> </table>		LIMITS		EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		Y	WC705822400	01/01/2024	01/01/2025	<table border="1"> <tbody> <tr> <td>☒ PER STATUTE ☐ OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td>\$1,000,000</td> </tr> </tbody> </table>		☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000						
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E.L. DISEASE-POLICY LIMIT	\$1,000,000																					

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

RE: Contract: RFB #21116. City of Grand Prairie is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Grand Prairie in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Should General Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate

CERTIFICATE HOLDER

CANCELLATION

City of Grand Prairie 300 Main Street Grand Prairie TX 75050 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Holder Identifier :

570103488449

Certificate No :





LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Stripe-A-Zone, LLC	
POLICY NUMBER See Certificate Number: 570103488449			
CARRIER See Certificate Number: 570103488449	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

holders in accordance with the policy provisions of each policy.

Certificate Of Completion

Envelope Id: 32EF7F1C-A412-43A3-BB21-2A1DC1755097	Status: Completed
Subject: Complete with Docusign: DEC 9 - Cooperative Agreement - Stripe-A-Zone.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tina Collins-Grubbs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2714 Sherman St
	Grand Prairie, TX 75051
	tgrubbs@stripe-a-zone.com
	IP Address: 12.45.155.50

Record Tracking

Status: Original	Holder: Tina Collins-Grubbs	Location: DocuSign
11/26/2024 12:26:11 PM	tgrubbs@stripe-a-zone.com	

Signer Events

John Johnson
 jjohnson@stripe-a-zone.com
 VP of Finance
 Stripe-A-Zone, LLC
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 B632C1E3E458484...

Signature Adoption: Pre-selected Style
 Using IP Address: 108.200.157.227

Timestamp

Sent: 11/26/2024 12:54:28 PM
 Viewed: 11/26/2024 12:55:28 PM
 Signed: 11/26/2024 12:55:36 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/26/2024 12:55:28 PM
 ID: 3df869c6-ad7b-4a5c-92d7-0b6dc5dc080b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/26/2024 12:54:28 PM
Certified Delivered	Security Checked	11/26/2024 12:55:28 PM
Signing Complete	Security Checked	11/26/2024 12:55:36 PM
Completed	Security Checked	11/26/2024 12:55:36 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Stripe-A-Zone LLC. (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 system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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 the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, 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 Stripe-A-Zone LLC.:

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: tgrubbs@stripe-a-zone.com

To advise Stripe-A-Zone LLC. of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Stripe-A-Zone LLC.

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 email to tgrubbs@stripe-a-zone.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Stripe-A-Zone LLC.

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tgrubbs@stripe-a-zone.com and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Stripe-A-Zone LLC. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Stripe-A-Zone LLC. during the course of your relationship with Stripe-A-Zone LLC..