

ATM PLACEMENT AGREEMENT

This ATM Placement Agreement ("Agreement") is made by and between THE COLLEGE OF THE FLORIDA KEYS ("CFK") with its principal place of business at 5901 College Rd. Key West, FL 33040 and KEYS FEDERAL CREDIT UNION ("KFCU") with its principal place of business at 3022 N. Roosevelt Blvd., Key West, FL 33040 this 29 day of January, 2025.

1. **ATM.** KFCU will supply (1) automated teller machine that can perform, cash withdrawals, transfers and balance inquiries ("ATM") at the following address: 5901 College Rd. Key West, FL 33040 at the proposed location depicted on Exhibit A ("ATM Location"). The ATM is and shall always remain the property of KFCU. Subject to CFK's approval and applicable law, KFCU may place its standard signage on the ATM at the ATM Location.
2. **Term.** The term of this Agreement shall be five (5) years from the date of this Agreement (the "Term") provided that either party may terminate this Agreement upon at least thirty (30) days' prior written notice to the other party. This Agreement shall be automatically renewed for recurring one (1) year periods unless CFK notifies KFCU of its intention to terminate the Agreement no less than thirty (30) days prior to the expiration of the Agreement.
3. **Fee.** In consideration of the right to place the ATM at the ATM Location, KFCU shall pay THREE HUNDRED DOLLARS and 00/100 (\$300.00) per month. CFK acknowledges that it is not entitled to any payment for balance inquiries, cash withdrawals, account transfers or other transactions.
4. **Installation, Maintenance and Operation.**
 - a. KFCU will pay for the ATM, installation, processing fees, and maintenance of the ATM and shall at all times during the Term keep the ATM in a safe and operable condition. KFCU shall provide all necessary funds for the ATM to facilitate member/customer transactions in a commercially reasonable amount.
 - b. CFK will provide a 110-volt electrical outlet(s) within three feet of the ATM Location.
5. **Security.** CFK shall maintain security at the ATM Location in accordance with the standards for security generally at CFK's general facilities. KFCU acknowledges and agrees that CFK's primary obligation is to the safety and security of its students and employees and if KFCU determines that additional security is need for the ATM, KFCU may, at its own expense, install its own security system and shall be responsible for monitoring all such security.
6. **Insurance and Indemnification.**
 - a. **Property Insurance.** Throughout the Term, KFCU shall maintain Commercial Property Insurance ("CP Insurance") that covers the Premises and the ATM, on a replacement cost basis. CFK participates in the State of Florida Risk Management Trust Fund with respect

to property insurance; for the purposes of this Agreement, such insurance shall be considered acceptable.

- b. **Liability Insurance.** During the Term, KFCU shall maintain commercial General Liability insurance (“CGL Insurance”) with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from KFCU’s operations at the ATM Location, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Agreement as an insured contract. CFK represents, and KFCU acknowledges and accepts, that CFK, as a public body corporate, participates in the State of Florida’s Risk Management Trust Fund for purposes of general liability, workers’ compensation, and employer’s liability insurance coverage, with said coverage being applicable to CFK’s officers, employees, servants, and agents while acting within the scope of their employment or agency, and KFCU further acknowledges that, for the purposes of this Agreement, such insurance shall be considered acceptable.
 - c. **Indemnification.** KFCU shall indemnify, hold harmless, pay, and reimburse CFK from and for any and all losses, damages, liability, or expenses (including reasonable attorneys’ fees, court costs, and expert witness fees) actually incurred by CFK, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any act or omission of KFCU, its agents, employees, or contractors, in connection with Kuo’s use or occupancy of ATM Location. The obligations of KFCU under this Section survive the expiration or earlier termination of this Agreement.
7. **Exclusivity.** CFK agrees that KFCU has the exclusive right to place an ATM on the CFK main campus premises. Neither CFK nor a third party shall place an ATM or any other like product on the premises during the Term of this Agreement.
8. **ATM Advertising.** KFCU may provide miscellaneous commercial appropriate advertising through the ATM, including but not limited to Digital Signage Advertising or similar communications, to users of the ATM.
9. **Public Records Law.** This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. KFCU agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by CFK, or furnished by KFCU to CFK, in connection with this Agreement or the activities contemplated herein are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, Florida Statutes. CFK may terminate this Agreement, without any liability to CFK whatsoever, at any time for KFCU’s refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party in conjunction with this Agreement.
10. **Removal of ATM.** Upon the expiration or sooner termination of this Agreement, KFCU shall remove the ATM and related equipment, signage and personal property from the ATM Location, at KFCU’s sole expense, within ten (10) days after the expiration or sooner termination of this

Agreement. KFCU shall, at its sole expense, repair any damage to the ATM Location caused by such removal.

11. **Surcharge.** During the Term, KFCU may impose a surcharge on users of its ATM who are not KFCU account holders, provided the surcharge amount shall be no greater than \$3.00 per transaction.
12. **Written Notice; Delivery Methods.** Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "Notice" (but sometimes "notice")) pursuant to this Agreement to the addresses above shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid.
13. **Compliance With Laws.** KFCU shall comply with applicable federal, state, and local laws, rules, regulations, and ordinances.
14. **CFK's Sovereign Immunity.** Notwithstanding any provision of this Agreement to the contrary, nothing contained herein shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of CFK or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either CFK's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.
15. **Miscellaneous.**
 - a. Entire Agreement and Amendments. This Agreement represents the entire understanding between the parties with reference to the subject matter hereof, may not be modified or terminated, and no requirement or breach of this Agreement may be waived other than by a document in writing signed by the CFK and KFCU.
 - b. Choice of Law; Venue. Florida law (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including its interpretation, construction, performance, and enforcement. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Monroe County, Florida, and the parties specifically waive any other jurisdiction and venue.
 - c. Authority to Execute. Each party represents to the other that this Agreement has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Agreement.
 - d. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one

agreement. The signatures of all the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by e-mail, etc.) is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

- e. Damages. Notwithstanding anything set forth in this Agreement to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.
- f. Time of the Essence. Time is of the essence in this Agreement.

This ATM Placement Agreement has been executed by the parties hereto as of the date first above written.

KEYS FEDERAL CREDIT UNION

By: _____

Print name:_____

Title: _____

THE COLLEGE OF THE FLORIDA KEYS

By: _____

Print name:_____

Title: _____

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