

## **RESOLUTION NO 2025-096**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING WITH ROLLKALL TECHNOLOGIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR A LICENSE FOR A WEB-BASED APPLICATION PROVIDING ADMINISTRATIVE AND OPERATIONAL MANAGEMENT SERVICES TO THE LAKE CITY POLICE DEPARTMENT IN CONNECTION WITH SUCH DEPARTMENT'S OFF-DUTY OFFICER PROGRAMS AND ACTIVITIES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake City Police Department (the "Department") is a subdivision of the City of Lake City, Florida, (the "City"); and

**WHEREAS**, the City recognizes the importance of ensuring fair, efficient, and transparent methods for assigning overtime work to Department officers; and

**WHEREAS**, RollKall Technologies, LLC, a Delaware limited liability company (the "Vendor") has developed a program that facilitates improved management and assignment of police department overtime hours in a manner consistent with departmental policy and operational efficiency; and

**WHEREAS**, the City and the Vendor mutually desire to enter into an agreement in the form of a Memorandum of Understanding attached hereto as an Exhibit (the "Agreement"); and

**WHEREAS**, approving the Agreement is in the public interest and in the interests of the City; now, therefore;

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

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5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of July, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of June 13th, 2025 (the "Effective Date") by and between **ROLLKALL TECHNOLOGIES LLC**, a Texas corporation (the "Service Provider") and the City of Lake City (the "**Client**"). Service Provider and Client are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

### BACKGROUND:

- A. Service Provider provides administrative and operational management services to law enforcement agencies in connection with their law enforcement officer off-duty programs and activities.
- B. Client desires to engage Service Provider to provide such services in connection with its off-duty program.

### AGREEMENT:

**Services.** Service Provider will perform the services (the "**Services**") for Client as defined in the scope of services mutually agreed to by the Parties in writing in the format attached as **Exhibit A** to this MOU ("**Scope of Services**") The Scope of Services will set forth the basis on which the Service Provider will charge the vendor, for and on behalf of officer, and will collect all such charges directly from the vendor. **Exhibit B** (Financial Risk Mitigation) outlines non-credit-worthy payments and terms.

**Client's Obligations.** Client will (a) cooperate with Service Provider in all matters relating to the Services; (b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform the Services in accordance with this MOU; (c) provide such materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

**Term and Termination.** This MOU will be effective as of the Effective Date and will continue until terminated under this section. Service Provider may terminate this MOU for any material breach of a term of this MOU by delivering ten (10) days prior written notice to Client. In the event that Service Provider materially breaches any term of this MOU, Service Provider will use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the MOU by serving written notice of termination. This entire MOU, including any Scope of Services which may be in effect at the time, may be terminated for any reasons by either Party by giving ninety (90) days written notice to the other Party. Termination will not affect either Party's obligations under Sections 7 and 8.

**Billing and Payment.** In consideration of the provision of the Services by the Service Provider and the rights granted to Client under this MOU, Service Provider will bill vendors directly for all Services performed, which fees will include Service Provider's service fees set forth in the applicable Scope of Services, and any and all taxes,

however designated, that are based on the Services provided by Service Provider pursuant to this MOU. Payment from the vendor to Service Provider of the service fees pursuant to this Section 4 will constitute payment in full for the performance of the Services, and, Client will not be responsible for paying any other fees, costs or expenses.

**Relationship.** The Services will be provided by employees or agents of Service Provider as set forth on the respective Scope of Services executed by the Parties and made part of this MOU. The Parties intend that the relationship created between them is one of independent contractor. Neither Service Provider nor any employee or agent of Service Provider will be, or will be deemed to be, the agent or employee of Client. The manner and means of providing the Services are within the sole discretion, direction and control of Service Provider. Client provides none of the benefits provided by Client to its employees to Service Provider or any employee or agent of Service Provider. Nothing contained in this MOU will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

**No Representations or Warranties.** The Parties acknowledge and agree that in providing the Services, Service Provider is acting merely as a facilitator of a potential engagement between an vendor and Client and its law enforcement officers. Service Provider will execute instructions provided by Client pursuant to a Statement of Work for purposes of coordinating and placing Client's law enforcement officers on off-duty jobs requested by vendors. Service Provider makes no representations or warranties whatsoever regarding any vendor or any off-duty job requested for placement, including whether the activity or placement is covered by liability insurance of the vendor or Client. Service Provider will have no obligation to undertake any investigation or vetting of any vendors or any proposed off-duty job placement and will have no liability to Client or any of Client's law enforcement officers with respect to any proposed placement. Client and its law enforcement officers will be solely responsible for evaluating each proposed placement and the applicable vendor and may accept or reject any proposed placement in their sole and absolute discretion.

**Confidentiality.** Each Party agrees not to disclose and to retain in confidence, and not use for its benefit or the benefit of others, any confidential or proprietary information disclosed pursuant to this MOU or in connection with the Services unless required by applicable law (the "**Confidential Information**"). Neither Party may disclose any such Confidential Information to anyone, except with the express written consent of the Party providing such information, or as required by applicable law or in connection with disputes over the terms of this MOU. The term "Confidential information" does not include any information which becomes publicly known through no wrongful act of any Party, is or becomes readily ascertainable from public or published information or trade sources or is received from a third party not under an obligation to keep such information confidential.

**Exculpation; Limitations on Liability.** Neither Service Provider nor any of its officers, managers, members, partners, joint venturers, employees, agents or servants will be liable, in damages or otherwise, to Client for any error of judgment or other act or omission performed or omitted under or otherwise in respect of this MOU, except if such error of judgment or other act or omission results from the willful misconduct or gross negligence of Service Provider.

**Assignment.** Neither Party to this MOU may assign its rights or obligations hereunder without the prior written consent of the other Party hereto. Any attempted assignment without such prior written consent will be void. Notwithstanding the foregoing, Service Provider may assign its rights or obligations hereunder in connection with a sale or transfer of all or substantially all of its assets.

**Entire Agreement.** This MOU, including the Scope of Services, constitutes the entire agreement among the Parties hereto with respect to the matters governed hereby. This MOU and any Scope of Services may be amended only by a written instrument signed by each Party to this MOU.

**Notices.** All notices, demands, correspondence, and communications between the Client and Service Provider shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, and addressed as follows:

To City: City of \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

With a copy to:

City of \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

- 12) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the choice of law or conflicts of laws provisions of any state. The parties agree that all disputes regarding this Agreement may be litigated only in Columbia County, Florida, or the United States District Court, Middle District of Florida., hereby submit to the personal jurisdiction of such Courts, and hereby waive the right to seek to have any lawsuit filed by the other party in either such Court dismissed on grounds of lack of jurisdiction or improper venue. Each party agrees that this exclusive venue provision is in such party's best interest.

**E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Service Provider and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Service Provider shall require each of its subcontractors to provide Service Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Service Provider shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

**EXHIBIT-NOT FOR EXECUTION**

- b. The Client, Service Provider, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The Client, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Service Provider otherwise complied, shall promptly notify Service Provider and Service Provider shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Service Provider acknowledges that upon termination of this Agreement by the Client for a violation of this section by Service Provider, Service Provider may not be awarded a public contract for at least one (1) year. Service Provider further acknowledges that Service Provider is liable for any additional costs incurred by the Client as a result of termination of any contract for a violation of this section.
- e. Service Provider or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Service Provider shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Public Records.** Service Provider shall generally comply with Florida's public records laws, and specifically Service Provider shall:

- a. Keep and maintain public records required by the Client to perform and/or provide the service or services contracted for herein.
- b. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Service Provider does not transfer the records to the Client.
- d. Upon completion of this Agreement, transfer, at no cost, to the Client all public records in possession of the Service Provider or keep and maintain public records required by the Client to perform the service. If the Service Provider transfers all public records to the Client upon completion of this Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of this Agreement, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

**If the Service Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Service Provider's duty to provide public records relating to this contract, contact the Client's Custodian of Public Records at:**

**Audrey E. Sikes, City Clerk,**

**EXHIBIT-NOT FOR EXECUTION**

**City of Lake City Custodian of Public Records  
at 386-719-5756 or [SikesA@lcfla.com](mailto:SikesA@lcfla.com)**

**Mailing Address  
205 North Marion Avenue,  
Lake City, Florida 32055.**

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

**CLIENT:** EXHIBIT-NOT FOR EXECUTION

ATTEST:

By: \_\_\_\_\_ Print

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SERVICE PROVIDER:** ROLLKALL TECHNOLOGIES, LLC

By: EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title:  
Address: RollKall Technologies, LLC  
909 Lake Carolyn Pkwy  
Ste 1500  
Irving, TX 75039

Attention: \_\_\_\_\_

Work Phone: \_\_\_\_\_

**EXHIBIT-NOT FOR EXECUTION**

**Exhibit A - "Scope of Services:  
RKShiftPro - Do-It-Yourself ("DIV")"**

**RollKall ShiftPro Features:**

**RollKall Smartphone and Web-based Platform**

- RollKall's platform provides law enforcement agencies with the tools necessary to manage a department's vendor-paid details.
  - "Vendor-paid details" refers to security details posted by private businesses and worked by law enforcement officers.
- With RollKall, Client, officers, and vendors will have access to:
  - Web-based law enforcement agency portal to schedule, post, assign, and track via the RollKall platform
  - Electronic billing estimates, time card validation and editing, invoice creation and remittance, electronic payments, disputes, and billing reconciliation.
  - Reports to audit and maintain oversight into secondary employment program, including access to our business intelligence tool ("Insights")
  - RollKall officer portal (mobile app & desktop) utilized by officers to clock in and clock out, track jobs, view job history, job reminders, and alerts
  - Complete onboarding and training for department administrators, coordinators and officers
  - 24/7 customer service
  - Direct depository for the officer to receive payments electronically and view the payment status
  - Insurance Coverage
    - **Blanket coverage (automatically included)**
      - Covers RollKall's platform and operations as a technology provider
      - \$2M commercial cyber and privacy liability coverage
    - **General Liability Coverage (optional)** - Unless expressly stated within this MOU, RollKall is not obligated to provide General Commercial Liability & Umbrella insurance coverage for Contractor, Contractor's personnel, automobiles, or the vendor.
      - Commercial General Liability & Umbrella Coverage
        - \$13 million General Liability coverage for the department, officer, and vendor (aka "Recipient of Service")
          - \$1 million per occurrence for each party, plus \$10 million umbrella coverage
      - Automobile Liability up to \$1M for hired, scheduled, and non-owned autos
      - As a condition precedent to coverage under RollKall's General Liability Policy, the service recipient must remit payment of RollKall's Service Fee, calculated as a markup and embedded within the invoice ("Service Fee"), through electronic means. Blanket and General Liability Coverage will be expressly limited to those invoices for which such payment has been fully processed.
    - **Worker's Protection (optional)** - Unless expressly stated within this MOU, ROLLKall is not obligated to extend RollKall's Workers'



Protection coverage. This is an excess policy that covers the following:

- Medical bills up to \$100,000
- Lump-sum payout for accidental death or permanent injuries - up to \$200,000
- Disability Income up to \$1,000/week for up to 6 months
- Injuries covered while traveling directly to or from an assignment
- Covers jobs paid through the platform regardless of 1099 or W-2 status
  - Can be elected across all vendors or on a per-vendor basis

#### Initiation/Terms of Service/Pricing

**MOU Initiation Date:** 8/11/2025

Term of Service - monthly service from the signature of a Memorandum of Understanding (MOU)

**Implementation start date:** 8/15/2025

**Implementation target complete date:** 9/12/2025

**Implementation terms:**

- **Client Obligations:** The Client agrees to exert its best efforts to achieve full implementation by the specified target completion date.
- **RollKall's Responsibilities:** RollKall shall assign an Account Manager and a Project Manager to oversee and facilitate the implementation process with the Client.
- **Client Representatives:** The Client shall designate representatives from its departments who possess the requisite decision-making authority concerning implementation, policies, and procedures throughout the entire implementation process.
- **Client's Partnership in Communication:** The Client acknowledges its obligation to collaborate with RollKall in leading communications and educational initiatives across the agency. This includes, but is not limited to, the mandatory training of key stakeholders on the platform (e.g., coordinators/schedulers, officers, vendors).
- **Custom Development Requirements:** RollKall is not under obligation to commit to custom development requests (APIs, platform features) from Client. In the event RollKall agrees to a Client development request, RollKall reserves the right to invoice Client based on scope of the request at mutually agreed upon terms.

#### **RKShiftPro-DIY Terms**

*Client has elected for the features, functionality, and pricing included within our **RKShiftPro** product offering. Specifically, Client has elected the following features:*

- *Full Access to the RollKall Platform (scheduling, assignment, invoicing, payments, reporting)*
- *Liability Coverage Selected (mark with an "X"):*
  - Declined
  - X   General Commercial Liability & Umbrella
  - X   Automobile Liability
- *Workers' Protection Insurance (mark with an "X")*
  - X   Declined
  - Blanket Coverage (all jobs)
  - Per Vendor Coverage (certain jobs)
    - All vendor-paid details elected for Workers' Protection coverage will incur an increased rate of +2% per invoice.

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**EXHIBIT-NOT FOR EXECUTION**

- o *Per Vendor Coverage (certain jobs)*
  - *All vendor-paid details elected for Workers' Protection coverage will incur an increased rate of +2% per invoice.*

*For access to the above features, a Service Fee of 5% will be applied to each vendor-paid invoice. Additionally:*

- **Exclusive Provider Agreement:** The Client agrees to exclusively utilize RollKall as the technology and service provider for all vendor-paid details.
- **Fee Structure for Electronic Payments:** No additional markup shall be applied to invoices paid via ACH, Wire, or Bank Transfer. However, a processing fee of 2.99% will be applied to payments made via credit card where permitted by law.
- **Check/Manual Payment Administration:** For each invoice paid outside of the RollKall platform, by check or ACH, the Client designates RollKall as an agent for administrative purposes only, including invoice generation and reconciliation. An additional RollKall Managed Services fee of 5% will be applied to all invoice payments remitted by check, covering the administrative services provided. Payments processed through the RollKall platform will be limited to the payment for services rendered directly by the Client or its vendors.
- **Electronic Payment Commitment:** The Client shall make commercially reasonable efforts to ensure that at least 80% of all vendor-paid monthly hours scheduled through the RollKall platform are paid electronically and include the applicable RollKall Service Fee. Up to 20% of vendor-paid hours, at the Client's discretion, may be scheduled through the RollKall platform exclusively for purposes of scheduling, assignment, and reporting, with payment for such hours processed outside the RollKall platform (the "maximum vendor-paid discount"). This discount is expressly intended to provide a cost-effective solution for certain nonprofit and/or charitable organizations, including but not limited to schools, churches, religious institutions, entities with 501(c)(3) status, and grant-funded programs, enabling them to procure the services of Client's personnel at reduced rates. Vendor-paid hours qualifying for the maximum vendor-paid discount are explicitly not intended for the benefit of for-profit entities. Hours attributed to the maximum vendor-paid discount are not covered under either RollKall's General Liability insurance or Workers' Protection policies and shall not be included in any 1099 or 1099-K tax documentation issued through the RollKall platform.
- **Waiver for Initial Implementation Period:** Upon the conclusion of full implementation, RollKall will waive the 80% electronic payment target for the first 90 days to accommodate the incremental adoption of electronic payments by vendors.
- **Waiver of Service Fees for City Overtime:** To adhere to the maximum vendor-paid discount, RollKall agrees to waive the RollKall Service Fee for all city overtime scheduled and assigned within the RollKall platform at no additional charge. These jobs will not count towards the 20% allowance of non-paid hours scheduled in the RollKall platform and are not eligible for coverage under either RollKall's General Liability or Workers' Protection insurance policies.
- **WeeklyPay Net Payment Terms:** In the event the Client selects a Vendor for WeeklyPay services, the Client expressly agrees to maintain payment terms not exceeding thirty (30) days ("Net 30 Terms") with the Vendor. Should the Vendor fail to comply with these Net 30 Terms, RollKall expressly reserves the right to apply increased fees to the WeeklyPay service on a per-vendor basis. Such increased fees shall reflect the additional capital costs

incurred by RollKall to guarantee timely officer payments. RollKall shall notify the Client in writing regarding any adjustments to the Vendor's rate resulting from non-compliance with these payment terms.

- **Workers' Protection:** Client agrees to notify RollKall in writing regarding any vendor that will be opted-into Workers' Protection coverage prior to the job being worked.
- **Additional Services Participation:** The Client may elect to participate in additional services (e.g., WeeklyPay, Worker's Compensation Insurance) offered through the RollKall platform by providing 30 days' written notice to RollKall. Upon receipt of such notice, an amendment will be appended to this MOU reflecting a revised Service Fee.

## **Exhibit B - "Financial Risk Mitigation"**

### **RollKall's Rights Regarding Financial Risks**

RollKall provides various products that expose Service Provider to financial risks related to the receivables of the Client's vendors. Accordingly, the Client and RollKall agree to the following terms:

#### **InstantPay**

- InstantPay is an optional service that allows officers, who work vendor-paid details in a 1099 capacity, to receive payment immediately after completing a shift, for a small fee paid by the officer.
- If a vendor's payment performance falls within any of the following criteria:
  - Accounts receivables outstanding for 45 days or more, with a balance of \$1 or more;
  - A high dispute rate;
  - Any failure to pay officers;
  - Any evidence of illegal or subversive conduct.
  - A lack of historical timely payments, or no history with the vendor.
- RollKall reserves the right to take the following actions:
  - Disable the InstantPay option for officers working for the vendor;
  - Suspend the vendor's ability to schedule and hire officers until receivables are current.
- If an officer opts into InstantPay for a job, the payment terms for the entire invoice will default to "due upon receipt."
- RollKall reserves the right to not extend IP to any vendor for any reason.

#### **WeeklyPay**

- WeeklyPay is an optional product that ensures officers are paid weekly, with the associated cost borne by the recipient of the service.
- If a vendor's payment performance meets any of the following criteria:
  - Accounts receivables outstanding for 30 days or more, with a balance of \$1 or more;
  - A high dispute rate;
  - Any failure to pay officers;
  - Any evidence of illegal or subversive conduct.
  - A lack of historical timely payments, or no history with the vendor.
- RollKall reserves the right to take the following actions:
  - Disable the WeeklyPay option for officers working for the vendor;
  - Suspend the vendor's ability to schedule and hire officers until receivables are current.
- When WeeklyPay is selected by the Client, the payment terms for the invoice will default to "due upon receipt."
- RollKall reserves the right to require prepayment from any vendor who does not have a history of timely payments.

**Managed Services**

- For vendors managed by RollKall's Managed Services team that meet the aforementioned criteria across all types of receivables (i.e., not exclusive to InstantPay or WeeklyPay), RollKall may implement the following measures:
  - Require prepayment from vendors until a consistent payment pattern is established;
  - Charge the recipient of service a delinquent fee per occurrence;
  - Suspend or terminate the vendor's access to services due to repeated delinquency.

**General Terms**

- In all instances involving InstantPay and WeeklyPay, the Client agrees to cooperate with RollKall to recover outstanding aged accounts receivable.
- In the absence of any agreed upon terms between Client and Vendor, all payment terms will default to "due upon receipt".