



Carvertise Campaign Agreement Form

Client: Tupelo Convention & Visitors Bureau

Date:

If agreement is not returned within 5 business days, all dates specified below are subject to being pushed back

Campaign Details	
Target Market(s)	Houston, TX
Driver Type	Rideshare
Number of Drivers	15
Wrap Style	Flex Wraps W/Rear Window Decals
Weeks	12
Artwork – Client or Carvertise?	Client
Artwork Deadline	11/1/2024 2/1/2025
Driver Material – Client or Carvertise Design & Production?	Carvertise
Materials Arrival Date at Carvertise Headquarters	N/A
Digital Street Metrics	YES
Conference	NO
SWARMS	YES
TargetedIQ	YES
Campaign Start Date	3/1/25
Campaign End	5/24/25

Additional Campaign Requirements

200k Digital Retargeting Impressions

6 SWARMS - 1 Hour - 5 Cars Each (Exact SWARMS TBD)

10 Hours Targeted IQ

Weblift Study



Campaign Costs	
Products	
15 Flex Wraps x 12 Weeks	
6 SWARMS x 5 cars x 1 Hour	
10 Hours Targeted IQ	
200k Digital Impressions	
Total - \$89,915	
Driver Handouts, Rear Window Decal, Social Media Sizzle Reel Web Attribution, & Device ID Passback	
ADDED VALUE - \$15,000	
Adjusted Total - \$74,915	

Campaign Payment Terms

I. Payment Schedule and Terms: The project fee will be invoiced as defined below:

- i. Payment 1: \$37,458.50 invoice sent on 1/7/25 signing for production cost.
- ii. Payment 2-4: \$12,486.83 Sent 3/1/25 date, and each ensuing month on the First
 - A. First payment is "Due Upon Receipt"
 - B. All other payments due net30 from invoice date

*****Please Note: Production Invoice (Payment 1) MUST BE RECEIVED before installs can commence*****

Campaign Stakeholders	
Client Marketer Contact	Name: Stephanie Coomer Email: scoomer@tupelo.net Address: 399 E Main St, Tupelo, MS 38804
Client Account Payable Contact	Name: Kylie Boring Email: kboring@tupelocvb.net Phone: (662) 841-6521
Client/Business Address	399 E Main St, Tupelo, MS 38804
Carvertise Account Manager	Name: Caleb Sullivan Email: sullivan@carvertise.com



This Advertising Services Agreement ("Agreement") is made and entered into this _____ ("Effective Date"), by and between CARVERTISE, INC., a Delaware corporation, with its principal place of business at 319 6th Avenue Wilmington DE 19805 ("Carvertise"), and Tupelo Convention and Visitors Bureau ("Advertiser").

WHEREAS, Advertiser desires that Carvertise provide certain advertising and related services, including but not limited to design and advertising placements (collectively, "Services"), as agreed by the parties from time to time, and Carvertise desires to provide such Services, each in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, each of Carvertise and Advertiser agrees as follows:

1. Services:

Upon execution of this Agreement by the parties, Carvertise will prepare and install a wrap on the automobile of qualified high-mileage drivers in the areas of interest. The contracted driver shall drive the automobile with the wrap properly affixed for the duration of the campaign. Driving performance reports will be delivered throughout the campaign which contain aggregate data on the campaign's mileage and impression estimates. While the campaign's total core mileage will occur within the targeted area specified by client, it shall be mutually acknowledged that all drivers are at liberty to travel to and from other geographical areas without restriction, unless otherwise stated within this contract.

2. Payment and Billing:

Billing will be done according to the campaign payment schedule. Advertiser agrees to pay all charges in full by the due date set forth in Campaign Payment Schedule. In the event Advertiser disputes a portion of an invoice, Advertiser agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Carvertise a detailed statement of Advertiser's position on the disputed portion of the invoice within thirty (30) days of receipt. Advertiser's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Carvertise to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. Carvertise may apply payments from Advertiser, or monies owed to Advertiser, toward amounts owed under this Agreement or any other amounts Advertiser owes Carvertise. If Advertiser pays by credit card, Carvertise will bill the card automatically at the start of each billing cycle. If Advertiser chooses to pay by credit card, a processing fee of 3.4% will be incurred by Advertiser. Checks shall be made payable to "Carvertise Inc.". If Advertiser chooses to terminate the campaign, with or without cause, then the remaining balance of the campaign which has not been paid by client will be due within 30 days upon notice of termination.

3. Term:

This Agreement shall commence upon the Effective Date and shall continue in effect until expired or terminated as provided herein.

4. Indemnification:

Carvertise will defend, indemnify, and hold harmless Advertiser and Your Affiliates from any actions, lawsuits damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, judgment, or proceeding brought by a third-party (collectively referred to as a, "Claim") and resulting from (i) any negligence or willful misconduct by Carvertise in the operation of the Services, (ii) any Claim that the Carvertise Advertising Content violates any traffic or driving law, regulation, judicial or administrative action. Notwithstanding the foregoing, Carvertise will not be liable for any Losses resulting from a Claim that results from the Client Content, Carvertise's customization of the wrap, or upon detailed specifications, materials, or information provided by the Advertiser and/or Your Affiliates that are incorporated therein.

5. Indemnification by Advertiser:

Advertiser shall indemnify and hold Carvertise and each of Carvertise's agents, subcontractors, drivers, employees, and affiliates harmless against all Losses attributable to or resulting from: (i) any breach of any representation or warranty in this Agreement; or (ii) any claim that the Client Content or other information provided by Advertiser violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right.

6. Relationships of Parties/Third Party Rights:

The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor.



7. Creative Control:

To control the quality of advertising channel, Carvertise will have final approval over the creative to be used for this specific campaign.

8. Marketing Material:

Carvertise retains the right to use any and all photos of Advertiser's Carvertise cars for marketing purposes.

9. General Assumptions:

- A. Carvertise cannot be held responsible for any Advertiser or Third Party delays.
- B. Carvertise has the right to place any and/or all of the following decals on each installed vehicle:
 - i. Carvertise decals on side rear windows
 - ii. How's my driving
- C. Due to the variable nature of installing different makes and models of vehicles, Carvertise retains the right to use its best judgment for where the decals should be fitted on the vehicles in accordance to the agreed upon creative. Slight deviation in decal placement is to be expected from vehicle-to-vehicle.
- D. If contract or artwork is submitted late, the campaign start date will be pushed back accordingly
- E. In the case Carvertise cannot fill the entire campaign with rideshare drivers due to market limitations, Carvertise retains the right to fill the remaining positions with qualified high-mileage Community+ drivers.
- F. In the case that the agreed upon car drivers do not show up to a specific SWARM or Conference, Carvertise will backfill the missing hours at future SWARM or Conference functions
- G. For campaigns incorporating the usage of a college's students, alumni, or faculty, college client will support Carvertise's efforts to fill the campaign by sending at least 3 dedicated email blasts to all applicable students, alumni, and/or faculty. In the case that Carvertise cannot fill the full campaign with either students, alumni, or faculty, Carvertise reserves the right to backfill the remaining slots with either Community+ drivers or rideshare drivers.
- H. Proof-of-install photos are sent upon request. If requested, they will be included in the first month's report.
- I. Due to privacy, Carvertise does not share names, emails, addresses, phone numbers or individual routes of the drivers

10. Delaware Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Carvertise and Advertiser consents to jurisdiction and venue in the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.


Advertiser Signature


Date


Print Name


Position


Carvertise Associate


Date



Carvertise Campaign Agreement Form

Client: Tupelo Convention & Visitors Bureau

Date:

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Campaign Details	
Target Market(s)	Nashville, TN
Driver Type	Rideshare
Number of Drivers	10
Wrap Style	Full
Weeks	12
Artwork – Client or Carvertise?	Client
Artwork Deadline	3/1/2025
Driver Material – Client or Carvertise Design & Production?	Carvertise
Materials Arrival Date at Carvertise Headquarters	N/A
Digital Street Metrics	YES
Conference	NO
SWARMS	YES
TargetedIQ	YES
Campaign Start Date	5/1/25
Campaign End	7/5/25

Additional Campaign Requirements

200k Digital Retargeting Impressions

6 SWARMS - 1 Hour - 3 Cars Each (Exact SWARMS TBD)

10 Hours Targeted IQ

Weblift Study



Campaign Costs
Products
10 Full Wraps x 12 Weeks
6 SWARMS x 3 cars x 1 Hour
10 Hours Targeted IQ
200k Digital Impressions
Total - \$81,410
Driver Handouts, Rear Window Decal, Social Media Sizzle Reel Web Attribution, & Device ID Passback
ADDED VALUE - \$15,000
Adjusted Total - \$66,410

Campaign Payment Terms

I. Payment Schedule and Terms: The project fee will be invoiced as defined below:

- i. Payment 1 : \$33,205 invoice sent upon contract signing for production cost.
- ii. Payment 2-4 : \$11,068.33 Sent 5/1/25 date, and each ensuing month on the First
 - A. First payment is "Due Upon Receipt"
 - B. All other payments due net30 from invoice date

*****Please Note: Production Invoice (Payment 1) MUST BE RECEIVED before installs can commence*****

Campaign Stakeholders	
Client Marketer Contact	Name: Stephanie Coomer Email: scoomer@tupelo.net Address: 399 E Main St, Tupelo, MS 38804
Client Account Payable Contact	Name: Kylie Boring Email: kboring@tupelocvb.net Phone: (662) 841-6521
Client/Business Address	399 E Main St, Tupelo, MS 38804
Carvertise Account Manager	Name: Caleb Sullivan Email: sullivan@carvertise.com



This Advertising Services Agreement ("Agreement") is made and entered into this 9.19.21 ("Effective Date"), by and between CARVERTISE, INC., a Delaware corporation, with its principal place of business at 3196th Avenue Wilmington DE 19805 ("Carvertise"), and Tupelo Convention and Visitors Bureau ("Advertiser").

WHEREAS, Advertiser desires that Carvertise provide certain advertising and related services, including but not limited to design and advertising placements (collectively, "Services"), as agreed by the parties from time to time, and Carvertise desires to provide such Services, each in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, each of Carvertise and Advertiser agrees as follows:

1. Services:

Upon execution of this Agreement by the parties, Carvertise will prepare and install a wrap on the automobile of qualified high-mileage drivers in the areas of interest. The contracted driver shall drive the automobile with the wrap properly affixed for the duration of the campaign. Driving performance reports will be delivered throughout the campaign which contain aggregate data on the campaign's mileage and impression estimates. While the campaign's total core mileage will occur within the targeted area specified by client, it shall be mutually acknowledged that all drivers are at liberty to travel to and from other geographical areas without restriction, unless otherwise stated within this contract.

2. Payment and Billing:

Billing will be done according to the campaign payment schedule. Advertiser agrees to pay all charges in full by the due date set forth in Campaign Payment Schedule. In the event Advertiser disputes a portion of an invoice, Advertiser agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Carvertise a detailed statement of Advertiser's position on the disputed portion of the invoice within thirty (30) days of receipt. Advertiser's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Carvertise to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. Carvertise may apply payments from Advertiser, or monies owed to Advertiser, toward amounts owed under this Agreement or any other amounts Advertiser owes Carvertise. If Advertiser pays by credit card, Carvertise will bill the card automatically at the start of each billing cycle. If Advertiser chooses to pay by credit card, a processing fee of 3.4% will be incurred by Advertiser. Checks shall be made payable to "Carvertise Inc.". If Advertiser chooses to terminate the campaign, with or without cause, then the remaining balance of the campaign which has not been paid by client will be due within 30 days upon notice of termination.

3. Term:

This Agreement shall commence upon the Effective Date and shall continue in effect until expired or terminated as provided herein.

4. Indemnification:

Carvertise will defend, indemnify, and hold harmless Advertiser and Your Affiliates from any actions, lawsuits damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, judgment, or proceeding brought by a third-party (collectively referred to as a, "Claim") and resulting from (i) any negligence or willful misconduct by Carvertise in the operation of the Services, (ii) any Claim that the Carvertise Advertising Content violates any traffic or driving law, regulation, judicial or administrative action. Notwithstanding the foregoing, Carvertise will not be liable for any Losses resulting from a Claim that results from the Client Content, Carvertise's customization of the wrap, or upon detailed specifications, materials, or information provided by the Advertiser and/or Your Affiliates that are incorporated therein.

5. Indemnification by Advertiser:

Advertiser shall indemnify and hold Carvertise and each of Carvertise's agents, subcontractors, drivers, employees, and affiliates harmless against all Losses attributable to or resulting from: (i) any breach of any representation or warranty in this Agreement; or (ii) any claim that the Client Content or other information provided by Advertiser violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right.

6. Relationships of Parties/Third Party Rights:

The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor.



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To control the quality of advertising channel, Carvertise will have final approval over the creative to be used for this specific campaign.

8. Marketing Material:

Carvertise retains the right to use any and all photos of Advertiser's Carvertise cars for marketing purposes.

9. General Assumptions:

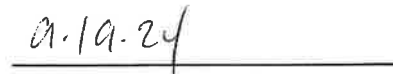
- A. Carvertise cannot be held responsible for any Advertiser or Third Party delays.
- B. Carvertise has the right to place any and/or all of the following decals on each installed vehicle:
 - i. Carvertise decals on side rear windows
 - ii. How's my driving
- C. Due to the variable nature of installing different makes and models of vehicles, Carvertise retains the right to use its best judgment for where the decals should be fitted on the vehicles in accordance to the agreed upon creative. Slight deviation in decal placement is to be expected from vehicle-to-vehicle.
- D. If contract or artwork is submitted late, the campaign start date will be pushed back accordingly
- E. In the case Carvertise cannot fill the entire campaign with rideshare drivers due to market limitations, Carvertise retains the right to fill the remaining positions with qualified high-mileage Community+ drivers.
- F. In the case that the agreed upon car drivers do not show up to a specific SWARM or Conference, Carvertise will backfill the missing hours at future SWARM or Conference functions
- G. For campaigns incorporating the usage of a college's students, alumni, or faculty, college client will support Carvertise's efforts to fill the campaign by sending at least 3 dedicated email blasts to all applicable students, alumni, and/or faculty. In the case that Carvertise cannot fill the full campaign with either students, alumni, or faculty, Carvertise reserves the right to backfill the remaining slots with either Community+ drivers or rideshare drivers.
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Advertiser Signature


Date


Print Name


Position


Carvertise Associate


Date



Carvertise Campaign Agreement Form

Client: Tupelo Convention & Visitors Bureau

Date:

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Campaign Details	
Target Market(s)	Memphis, TN
Driver Type	Rideshare
Number of Drivers	10
Wrap Style	Full
Weeks	12
Artwork – Client or Carvertise?	Client
Artwork Deadline	3/1/2025
Driver Material – Client or Carvertise Design & Production?	Carvertise
Materials Arrival Date at Carvertise Headquarters	N/A
Digital Street Metrics	YES
Conference	NO
SWARMS	YES
TargetedIQ	YES
Campaign Start Date	6/1/25
Campaign End	8/24/25

Additional Campaign Requirements

200k Digital Retargeting Impressions

6 SWARMS - 1 Hour - 3 Cars Each (Exact SWARMS TBD)

10 Hours Targeted IQ

Weblift Study



Campaign Costs	
Products	
10 Full Wraps x 12 Weeks	
6 SWARMS x 3 cars x 1 Hour	
10 Hours Targeted IQ	
200k Digital Impressions	
Total - \$81,410	
Driver Handouts, Rear Window Decal, Social Media Sizzle Reel Web Attribution. & Device ID Passback	
ADDED VALUE - \$15,000	
Adjusted Total - \$66,410	

Campaign Payment Terms

1. **Payment Schedule and Terms:** The project fee will be invoiced as defined below:
- i. Payment 1: \$33,205 invoice sent upon contract signing for production cost.
 - ii. Payment 2-4: \$11,068.33 Sent 6/1/25 date, and each ensuing month on the First
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*****Please Note: Production Invoice (Payment 1) MUST BE RECEIVED before installs can commence*****

Campaign Stakeholders	
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Client Account Payable Contact	Name: Kylie Boring Email: kboring@tupelocvb.net Phone: (662) 841-6521
Client/Business Address	399 E Main St, Tupelo, MS 38804
Carvertise Account Manager	Name: Caleb Sullivan Email: sullivan@carvertise.com



This Advertising Services Agreement ("Agreement") is made and entered into this 9.19.24 ("Effective Date"), by and between CARVERTISE, INC., a Delaware corporation, with its principal place of business at 319 6th Avenue Wilmington DE 19805 ("Carvertise"), and Tupelo Convention and Visitors Bureau ("Advertiser").

WHEREAS, Advertiser desires that Carvertise provide certain advertising and related services, including but not limited to design and advertising placements (collectively, "Services"), as agreed by the parties from time to time, and Carvertise desires to provide such Services, each in accordance with the terms and conditions hereof.

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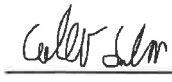
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.


Advertiser Signature


Date


Print Name


Position


Carvertise Associate


Date

SUPPLEMENTAL TERMS

(A) EQUAL OPPORTUNITY CLAUSE.

(1) During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain

from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) Contractor agrees to include the equal opportunity clause above in each of its nonexempt subcontracts.

(B) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

(C) OTHER NON-DISCRIMINATION STATUTES. Contractor acknowledges that the Tupelo Convention and Visitors Bureau is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(D) COPELAND ANTI-KICKBACK ACT.

(A) Contractor. Contractor agrees it shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The obligations thereunder include, but are not limited to, the requirement that Contractor shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 C.F.R. Part 3 and 29 C.F.R. Part 5 during the preceding weekly payroll period. This statement shall include a "Statement of Compliance" executed by the Contractor or Subcontractor or by an authorized officer or employee of the Contractor or Subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the

Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The Contractor shall comply with all other applicable "Anti-Kickback" regulations in 29 CFR Part 3 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(D) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The Contractor or Subcontractor shall comply with all other applicable Contract Work Hours and Safety Standards Act regulations in 29 CFR Part 5 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph (F), the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph (F), in the sum of \$29 for each calendar day (or higher as provided by any subsequent federal regulations) on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub-paragraph (1) of this paragraph (F).

- (3) **Withholding for unpaid wages and liquidated damages.** The Department of Treasury or the Tupelo Convention and Visitors Bureau shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Appeal of withholding for unpaid wages and liquidated damages.** Any contractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the Secretary of the Treasury or her designee. Any appeal shall be pursuant to the requirements and/or procedures contained in 29 CFR Part 3 or any other applicable regulations.
- (5) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph (D) and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

(E) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

- (1) **Standard.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Tupelo Convention and Visitors Bureau wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Department of Treasury. See 2 C.F.R. Part 200, Appendix II(F).
- (2) **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as federal awards under these programs do not meet the definition of “funding agreement.”
- (3) **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered

into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(F) ENVIRONMENTAL COMPLIANCE.

(1) **Standard.** Contractor and/or Subcontractor agrees that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor and/or Subcontractor agrees that it will report all violations to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

(2) **Applicability.** This requirement applies to contracts awarded by Tupelo Convention and Visitors Bureau of amounts in excess of \$150,000 under a federal grant.

(I) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Tupelo Convention and Visitors Bureau. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Tupelo Convention and Visitors Bureau the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(J) PROCUREMENT OF RECOVERED MATERIALS. Contractor and/or Subcontractor agrees that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the requirements of which include:

(1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

(2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor and/or Subcontractor agrees and acknowledges that it is prohibited from obligating or expending loan or grant funds to:

- (1) procure or obtain;
- (2) extend or renew a contract to procure or obtain; or
- (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

The prohibition in this section includes (a) telecommunications or video surveillance services provided by such entities listed above or using such equipment; and (b) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) DOMESTIC PREFERENCES FOR PROCUREMENTS. Contractor agrees, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Contractor and/or Subcontractor further agrees that the requirements of this subsection must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this subsection: (1) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) MISSISSIPPI EMPLOYMENT PROTECTION ACT. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session, codified as Miss. Code Ann. § 71-11-1, *et seq.*) and will register and participate in the status verification system for all newly hired employees. The term "employee" as

used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-verify Program, or any other successor electronic verification system replacing the E-verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subrecipient and contractor further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to 3 years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to contractor by an agency, department or government entity for the right to do business in Mississippi for up to 1 year, or (c) both. In the event of such cancellation/termination, contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

(N) BIDS FOR PUBLIC WORKS PROJECTS UTILIZING FUNDS RESULTING FROM A FEDERALLY DECLARED DISASTER. Pursuant to Mississippi Code Annotated § 31-5-37, all contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds received by state or local governmental entities resulting from a federally declared disaster shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. Contractor therefore agrees that it shall submit to the Tupelo Convention and Visitors Bureau and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of this Contract which shall include the following:

- a. The types of jobs involved in the public works project;
- b. The skill level of the jobs involved in the project;
- c. Wage information on the jobs involved in the project;
- d. The number of vacant positions that the Contractor and any subcontractor needs to fill;
- e. How the Contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
- f. Such other information as may be required by the Mississippi Department of Employment Security; and
- g. Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71 of the Mississippi Code.

Further, Contractor and/or Subcontractor agree that, from the date written notice of the Contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, Contractor and any Subcontractor shall not hire any personnel to fill vacant positions necessary for this public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the Contractor and/or Subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi

Department of Employment Security after employment by the Contractor and/or Subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the Contractor to consider for the vacant positions. The Contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The Contract award shall be vacated if the Contractor fails to comply with the provisions of this subsection.

(O) RECORDS. Financial records, supporting documents, statistical records, and all other Contractor and/or Subcontractor records pertinent to this Contract must be retained for a period of three years from the date of submission of the final expenditure report by the Tupelo Convention and Visitors Bureau to the U.S. Department of Treasury. The only exceptions to the requirements listed above in this subsection are contained in 2 C.F.R. § 200.334. All financial information and data relevant to this Contract or any work performed thereto shall be compiled and maintained in accordance generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Contract or any subcontract thereunder. The Contractor and/or Subcontractor shall also maintain the financial information and data used in the preparation or support of any cost submission for any negotiated subcontract or change order and a copy of the cost summary submitted to the Tupelo Convention and Visitors Bureau.

(P) ACCESS TO RECORDS.

(1) Contractor and/or Subcontractor agrees to allow the Tupelo Convention and Visitors Bureau the U.S. Department of Treasury, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor and/or Subcontractor which are directly pertinent to the Contract or the Coronavirus State Fiscal Recovery Fund and the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act for the purpose of making audits, examinations, excerpts, and transcriptions. The rights of access in this subsection are not limited to the required retention period but last as long as the records are retained.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Secretary of the Treasury or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Tupelo Convention and Visitors Bureau and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of Treasury or the Comptroller General of the United States.

(Q) PUBLICATIONS. Any publications produced with funds from this award must display the following language: "This project [*is being*] [*was*] supported, in whole or in part, by federal award number [SLFRP0003] awarded to [Tupelo Convention and Visitors Bureau] by the U.S. Department of the Treasury."

(R) **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

(S) **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

(T) **CHANGES**

(1) **Standard.** To be eligible for assistance under the Tupelo Convention and Visitors Bureau's federal award, grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) **Applicability.** Treasury recommends, therefore, that Tupelo Convention and Visitors Bureau include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

(U) **DEPARTMENT OF TREASURY SEAL, LOGO, AND FLAGS.** The contractor shall not use the Department of Treasury seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Treasury's pre-approval.

(V) **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that the Department of Treasury's financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

(W) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Tupelo Convention and Visitors Bureau, contractor, or any other party pertaining to any matter resulting from the contract.

(X) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(Y) **MINORITY AND WOMEN BUSINESS ENTERPRISES.** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- (2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
- (5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and/or the Mississippi Procurement Technical Assistance Program (<https://mscpc.com>).

(Z) CONFLICTS AND INTERPRETATION.

- (1) To the extent that any portion of these Supplemental Terms conflicts with any term or condition of this contract expressed outside of these Supplementary Terms, the Supplemental Terms shall govern.
- (2) The term "contractor" as used in these Supplemental Terms shall also include any subcontractors that contract with a contractor and whose contract for goods and/or services is funded in whole or in part by a federal grant award.

(AA) REMEDIES

- (1) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(BB) TERMINATION FOR CAUSE AND COVENIENCE

- (1) All contracts in excess of \$10,000 are subject to termination for cause and for convenience by the Tupelo Convention and Visitors Bureau including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B)
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(CC) ANTI-LOBBYING AMENDMENT. Contractor and/or Subcontractor certifies, to the best of its knowledge and belief that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor and/or Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor and/or Subcontractor shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, Carvertise Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

James Stover, VP, Finance

Name and Title of Contractor's Authorized Official

September 17, 2024

Date

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "Addendum") is entered into by and between Carvertise Inc ("Contractor"), and the **TUPELO CONVENTION AND VISITOR'S BUREAU** ("Unit"), and forms an integral part of the contract hereby made between the parties.

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section 1) a payment from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") or Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund" and, together with the State Fiscal Recovery Fund, the "Fiscal Recovery Funds") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract made between the parties using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW, THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
 1. "ARPA" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 2. "Administering Agency" shall have the meaning specified in 41 C.F.R. § 60-1.3.

3. "Applicant" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
4. "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
5. "Contract" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. "Contractor" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
7. "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").
8. "Government" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").
9. "Laborer" or "Mechanic" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: ("The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").
10. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

I. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

II. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. Minority and Women Business Enterprises

This contract was procured by the UNIT taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. If any subcontracts are to be let, Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority

businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

IV. Davis-Bacon Act

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148), and the requirements of 29 C.F.R. pt. 5, as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors that are a party to contracts subject to the provisions of the Davis-Bacon Act are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

V. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VI. Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The UNIT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VII. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et

- seq.
2. The contractor agrees to report each violation to the UNIT and understands and agrees that the UNIT will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
 3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the UNIT and understands and agrees that the UNIT will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

VIII. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by UNIT. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to UNIT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

IX. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

X. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XI. Access to Records

The Contractor agrees to provide UNIT and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

UNIT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

XII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

XIII. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XIV. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment,

services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

XV. Buy USA - Domestic Preference for certain procurements using federal funds

Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XVI. Publications

Any publications produced with funds from this award must display the following language: "This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury."

XVII. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

XVIII. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to

adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

CONTRACTOR:

By: 
Name: James Stover
Title: VP, Finance

UNIT:

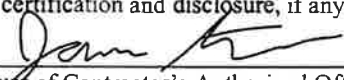
By: 
Name: Stephanie Coomer
Title: Executive Director

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Carvertise Inc, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

VP, Finance James Stover

Name and Title of Contractor's Authorized Official

September 17, 2024

Date

Mandatory Addendum to
All City of Tupelo Contracts

The City of Tupelo and the Tupelo Convention and Visitors Bureau (collectively, "TUPELO"), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.

Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).


9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of

data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

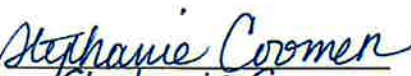
17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

The provisions contained in the above Addendum shall be incorporated in whole in the Standard Contract entered into between the parties. The parties agree that in the event any provision contained in the Agreement contradicts with any provision contained in the above Addendum, the terms of the Addendum shall control.

CONTRACTOR:

By: 
Name: James Stover
Title: VP, Finance

TUPELO:

By: 
Name: Stephanie Coomer
Title: Executive Director