

791 PURCHASING COOPERATIVE AND VENDOR AGREEMENT

Between

Element Fleet Corporation

with the principal place of business at

940 Ridgebrook Road, Sparks, MD 21152-9390

and

791 Purchasing Cooperative

For

RFP #2021-03-009 Vehicle Fleet Management Services Issued: March 30, 2021

General Information

This Vendor Agreement (“Agreement”) made and entered into by and between 791 PURCHASING COOPERATIVE (hereinafter referred to as “791COOP”) a government cooperative purchasing program authorized by the Central Texas Council of Governments, having its principal place of business 612 Irene Street San Angelo TX 76903 and **Company listed at the top of page one** (hereinafter referred to as “Vendor”) a provider having its principal place of business as listed at the top of page one. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The “791 PURCHASING COOPERATIVE Contract” shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, including any addenda and the awarded vendor’s proposal.

The following pages will constitute the Agreement between Vendor and 791COOP.

Terms and Conditions

1. Assignment of Vendor Agreement

No assignment of the Agreement, which specifically excludes any 791 PURCHASING COOPERATIVE Contract, may be made without the prior written approval of 791COOP. A simple change of name agreement will not change the Agreement obligations of Vendor.

2. 791 PURCHASING COOPERATIVE Contract

This Agreement is the final negotiated version of the Vendor's contract that was submitted as part of the **RFP #2021-03-009 Vehicle Fleet Management Services**. This Agreement will govern all aspects of a sale for Products and/or Services between Vendor and a 791 PURCHASING COOPERATIVE Member. 791COOP recognizes that a 791 PURCHASING COOPERATIVE Member may, in agreement with Vendor, make modifications to the 791 PURCHASING COOPERATIVE Contract to reflect specific needs of the 791 PURCHASING COOPERATIVE Member. This modified form will still be referred to as the 791 PURCHASING COOPERATIVE Contract. For purposes of this Agreement, (a) a "791 PURCHASING COOPERATIVE Member" shall mean any governmental or other public entity which utilizes a 791COOP contract for the acquisition of Products and/or Services from Vendor; and (b) "Products and/or Services" shall mean fleet management and leasing services provided for by Vendor to a 791 PURCHASING COOPERATIVE Member.

If a 791 PURCHASING COOPERATIVE Member solicits proposals for Products and/or Services under this Agreement from Vendor directly and has specifically provided notice that they will not be using 791COOP as their contract vehicle through the 791COOP preferred supplier program, Vendor cannot use this Agreement to serve the 791 PURCHASING COOPERATIVE Member, but it may use its standard leasing and services agreements to provide fleet management and leasing services to such 791 PURCHASING COOPERATIVE Member. For the avoidance of doubt, if Vendor and a 791 PURCHASING COOPERATIVE Member, execute a 791 PURCHASING COOPERATIVE Contract, Vendor will be obligated to pay 791COOP the participation fee.

To further clarify, Vendor may sell to a 791 PURCHASING COOPERATIVE Member or potential 791 PURCHASING COOPERATIVE Members, which is any governmental or other public entity in Texas through the 791COOP preferred supplier program. If a potential customer is not currently a 791 PURCHASING COOPERATIVE Member, they may join 791COOP by contacting 791COOP at admin@791COOP.org. Vendor is not restricted from responding to any Texas entity that issued a Request for Proposals and has chosen not to use the 791COOP interlocal cooperative method of procurement.

If you identify a Texas public or governmental entity that wants to make a purchase and use a cooperative or interlocal contract, and is not a current 791 PURCHASING COOPERATIVE Member, please have them call the number provided above or email the address above so 791COOP may contact the entity to provide all applicable information.

791COOP will provide Vendor with a membership packet for this purpose upon request.

Unless publicly available, Vendor shall have the right to request financial information from a 791 PURCHASING COOPERATIVE Member before entering into any agreement, including, but not limited to a 791 PURCHASING COOPERATIVE Contract, with such 791 PURCHASING COOPERATIVE Member. Such 791 PURCHASING COOPERATIVE Member will acknowledge that Vendor is relying on the accuracy and completeness of the financial information provided by the 791 PURCHASING

COOPERATIVE Member as well as publicly available information as of the execution of any agreement. The creditworthiness of such 791 PURCHASING COOPERATIVE Member as evidenced by such financial information was, and remains, a material condition to any such agreement, including, but not limited to the 791 PURCHASING COOPERATIVE Contract. Vendor will continue to rely on the accurateness and completeness of such information and the additional information provided pursuant thereto in Vendor's ongoing evaluation of the 791 PURCHASING COOPERATIVE Member's creditworthiness, in pricing under any agreement, and in the overall credit risk Vendor will be willing to take thereunder. Vendor reserves the right, in its sole discretion, to determine whether to enter into any agreement, including, but not limited to the 791 PURCHASING COOPERATIVE Contract with a 791 PURCHASING COOPERATIVE Member.

ANY AGREEMENT BETWEEN A 791 PURCHASING COOPERATIVE MEMBER AND VENDOR THAT REQUIRES THE 791 PURCHASING COOPERATIVE MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE 791 PURCHASING COOPERATIVE MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO THE 791 PURCHASING COOPERATIVE MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY. NOTWITHSTANDING THE FOREGOING, VENDOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REFUSE TO ENTER INTO ANY AGREEMENT, INCLUDING, BUT NOT LIMITED TO A 791 PURCHASING COOPERATIVE CONTRACT WITH ANY 791 PURCHASING COOPERATIVE MEMBER IF IT DEEMS THAT ANY REQUIRED PROVISIONS BY THE APPLICABLE 791 PURCHASING COOPERATIVE MEMBER, INCLUDING INDEMNITY, ARE UNREASONABLE.

3. Disclosures

- a) Vendor affirms that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- b) Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with 791COOP if Vendor feels that such possible conflicts of interest exist.

4. Renewal of Agreements

The Agreement is for a three (3) year term with two (2), two (2) year extension options. Any extension of the initial term will be agreed to in writing between 791COOP and Vendor. Nothing herein shall require either party to agree to an extension of the initial term.

NO AGREEMENT FOR PRODUCTS OR SERVICES WITH A 791 PURCHASING COOPERATIVE MEMBER BY VENDOR MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE 791 PURCHASING COOPERATIVE MEMBER MUST COMPLY, UNLESS SUCH 791 PURCHASING MEMBER CONTNUES THE USE OF THE PRODUCTS AND SERVICES AFTER EXPIRATION OF THE TERM OR TERMINATION OF THE 791 PURCHASING COOPERATIVE CONTRACT. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE 791 PURCHASING COOPERATIVE MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE 791 PURCHASING COOPERATIVE MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A 791 PURCHASING

COOPERATIVE MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE 791 PURCHASING COOPERATIVE MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A 791 PURCHASING COOPERATIVE MEMBER AND VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

5. Invoices

Vendor is responsible for the invoicing and collection of all funds due from a 791 PURCHASING COOPERATIVE Member to Vendor.

6. Member Payments

791 PURCHASING COOPERATIVE Members will make payments directly to the Vendor for all funds owed as provided for in the 791 PURCHASING COOPERATIVE Contract.

7. Pricing

The price Vendor will charge a 791 PURCHASING COOPERATIVE Member will be defined in the 791 PURCHASING COOPERATIVE Contract. The price Vendor charges a 791 PURCHASING COOPERATIVE Member will include the 791 PURCHASING COOPERATIVE annual participation fee.

At no time during the initial term or extension term of this Agreement shall Vendor be permitted to change the fees agreed upon by the parties under the applicable 791 PURCHASING COOPERATIVE Contract. For the avoidance of doubt, Vendor may change fees provided such changes are not in excess of pricing provided for under this Agreement.

8. Participation Fees

Vendor agrees to pay 791COOP a 2.00% administrative fee on certain services being utilized by a 791 PURCHASING COOPERATIVE Member pursuant to a 791 PURCHASING COOPERATING Contract. The administrative fee will be based on the Vendor fees listed on Exhibit A attached hereto. The administrative fee will be included in quotes and invoices between the Vendor and a 791 PURCHASING COOPERATIVE Members.

- a) Vendor will remit the administrative fee to 791COOP within thirty (30) business days of the end of each quarter for fees incurred under the applicable 791 PURCHASING COOPERATIVE Contract for the applicable quarter. Failure to pay the administrative fee will result in termination of this Agreement and 791COOP reserves the right to take any action under the law or equity for any breach of contract. Vendor will have the right to offset any amounts due to 791COOP if (i) a 791 PURCHASING COOPERATIVE Member disputes any invoice issued by Vendor and such dispute results in a subsequent credit or refund to the 791 PURCHASING COOPERATIVE Member's account; (ii) Vendor has to backpay certain amounts incurred by a 791 PURCHASING COOPERATIVE Member; or, (iii) as mutually agreed upon by the parties, any other billing or payment issue related to the payment of the administrative fee
- b) Prior to delivering a quote to a 791 PURCHASING COOPERATIVE Member, Vendor will calculate an estimate of the administrative fee for 791COOP to be included in the quote, provided that the 791 PURCHASING COOPERATIVE Member provides the necessary information to Vendor in order to calculate an accurate estimate of the administrative fee.

9. Sales Reporting Procedures for Vendor

Vendor will report any sale under this Agreement that is made to a 791 PURCHASING COOPERATIVE Member on a quarterly basis. Thus, any order entered in a particular quarter shall be reported within thirty (30) business days from the end of a calendar quarter of the 791 PURCHASING COOPERATIVE Member issuing a purchase order or otherwise purchasing from the Vendor under this Agreement.

10. Indemnity

Vendor agrees to indemnify and hold harmless and defend 791COOP, 791COOP officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to 791 PURCHASING COOPERATIVE Members under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the 791COOP, 791COOP officers, employees, or agents. If based in part upon the negligent acts or omissions of the 791COOP, 791COOP officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

791COOP agrees to indemnify and hold harmless and defend Vendor, Vendor officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, 791COOP's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of 791COOP, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of Vendor, Vendor officers, employees, or agents. If based in part upon the negligent acts or omissions of the Vendor, Vendor officers, employees, or agents, 791COOP shall be responsible for their proportional share of the claim.

11. State of Texas Franchise Tax

By signature hereon, Vendor hereby certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

12. Miscellaneous:

Nothing in the Agreement or in any other communication between 791COOP and the Vendor may be construed as a guarantee that 791 PURCHASING COOPERATIVE Members will purchase items and services under this Agreement from Vendor at any time.

13. Termination:

This Agreement shall terminate at the end of the initial term of this Agreement or at the end of any extension term. Either party may terminate this Agreement for convenience upon forty-five (45) days' written notice to the other party. Either party may terminate for breach of contract which includes, but is not limited to bankruptcy, or continued failure to perform the terms in this Agreement. Prior to exercising termination for breach, the non-breaching party must provide notice by certified mail to the breaching party and provide the breaching party 30 days to resolve the stated breach. However, if this Agreement is terminated prior to the end date of the initial term or the end date of an agreed to extension term, any 791 PURCHASING COOPERATIVE Contract entered into between Vendor and a 791

PURCHASING COOPERATIVE Member shall survive and will not be terminated. Upon termination of this Agreement, the terms and conditions herein shall survive only insofar as to govern all surviving 791 PURCHASING COOPERATIVE Contracts between the Vendor and 791 PURCHASING COOPERATIVE Members. Termination for convenience is required under 2 CFR part 200.

14. Marketing

Vendor agrees to allow 791COOP to use their name and logo within the 791COOP website, marketing materials and advertisement. Vendor may use the 791COOP name and logo in marketing the 791 PURCHASING COOPERATIVE Contract to 791 PURCHASING COOPERATIVE Members or potential members or other Texas government or public entities.

15. Legal obligations

It is Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in any agreement with 791 PURCHASING COOPERATIVE Members. Applicable laws and regulations must be followed even if not specifically identified herein.

16. Audit rights

Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by any 791 PURCHASING COOPERATIVE Member that utilizes this Agreement. 791COOP reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of four (4) years from the effective date of termination. 791COOP shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format reasonably designated by 791COOP. 791COOP shall bear the cost of such audit requested by 791COOP, but all documents maintained by the Vendor shall be produced and made available to 791COOP or its agents at no cost. 791COOP is only permitted to perform such audit once annually, upon reasonable notice to Vendor, during normal business hours, and shall be limited to documentation and information specifically related to billing an invoicing applicable 791 PURCHASING COOPERATIVE Members.

17. Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and cause of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. **This Clause includes COVID-19 which is a Declared Pandemic and any future Declared Pandemics.**

18. Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this Agreement shall commit the 791COOP to a binding arbitration resolution of any disagreement under any circumstances. Any claim arising out of or related to the Agreement, except for those specifically waived under the terms of the Agreement, may, be subject to mediation at the request of either party. Non-binding mediation shall be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Tom Green County, Texas.

Agreements reached in mediation shall be reduced to writing, and signed shall thereafter be enforceable as provided by the laws of the State of Texas.

19. Choice of Law

This Agreement and any addenda or other additions and all contracts or awards resulting from this Agreement, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

20. Jurisdiction (Venue) and Service of Process

Any proceeding arising out of or relating to this Agreement or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Tom Green County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

21. Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this Agreement or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venues shall be at a location in Tom Green County, Texas or agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

22. Contract Governance

Any contract made or entered into by 791COOP is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, Central Texas Council of Governments, as the Lead Agency for 791COOP does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

23. Supplemental Agreements

The 791 PURCHASING COOPERATIVE Member participating in the 791 PURCHASING COOPERATIVE Contract and Vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the 791 PURCHASING COOPERATIVE Member and Vendor. 791COOP, its agents, shall not be made party to any claim for breach of such agreement unless named and agreed by the party in question in writing in the agreement. Any supplemental Vendor's agreement documents may not become part of this Agreement unless and until an authorized representative of 791COOP reviews and approves it. 791COOP permits 791 PURCHASING COOPERATIVE Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Contract.

24. Survival Clause

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and 791COOP or the 791 PURCHASING COOPERATIVE Member under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All orders, purchase orders issued or contracts executed by 791 PURCHASING COOPERATIVE and accepted by the Vendor prior to the expiration or termination of this Agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this Agreement.

25. Smoking

Persons working under Agreement shall adhere to the 791 PURCHASING COOPERATIVE Member's or local smoking statutes, codes or policies.

26. Novation

If Vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of Vendor.

27. Licenses

Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791COOP reserves the right to stop work and/or cancel this Agreement if Vendor's license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

28. 791 PURCHASING COOPERATIVE Member Purchasing Procedures

Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Member to the Vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Contract number. Orders are typically emailed to 791COOP at admin@791COOP.org

29. Incorporation of Solicitation

The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this Agreement are hereby incorporated by reference into this Agreement as if copied verbatim. If there are any inconsistencies between such documents and this Agreement, the provisions of this Agreement shall prevail.

30. Registered Felony Convictions and sex offender restrictions

For work to be performed at schools, Vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the 791 PURCHASING COOPERATIVE Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the 791 PURCHASING COOPERATIVE Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

31. Intentionally Omitted.**32. Insurance Requirements**

- a) **Vendor's Commercial General Liability Insurance**— Vendor shall purchase and maintain such insurance as will protect it from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Vendor's operations under the 791 PURCHASING COOPERATIVE Contract, whether such operations be by Vendor or anyone directly employed by it or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in the 791 PURCHASING COOPERATIVE Contract or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- b) **Vendor's Automobile Liability Insurance**—Vendor shall purchase and maintain such insurance as will protect it from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Vendor's operations under the 791 PURCHASING COOPERATIVE Contract, whether such operations be by the Vendor or anyone directly employed by it or for whose acts any of them may be legally liable.
- c) **Vendor's Workers' Compensation and Employer's Liability Coverage**—The Vendor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Vendor shall procure and maintain during the life of this Agreement Workers' Compensation and Employer's Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Vendor elects to be self-insured, it shall comply with the applicable requirements and laws of Texas. Region 15 ESC, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Vendor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Vendor shall provide adequate employer's liability coverage as will protect it and the University against any claims resulting from injuries to and death of workers engaged in work under the 791 PURCHASING COOPERATIVE Contract.

- d) **Coverage limits**—Insurance coverage limits required to be carried by the Vendor under this Section shall be as follows:
1. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Texas Claims Act or a Combined Single Limit coverage of \$1,000,000.
 2. Vendor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or \$1,000,000.

3. Umbrella Liability Insurance: Liability on a following form basis with a limit \$1,000,000 per occurrence in excess of all primary limits.
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- e) To protect the 791COOP, 791 PURCHASING COOPERATIVE Members and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the 791COOP's approval as to form, amount and issuing company. Amounts listed are a minimum.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

COPY VIEW

791 PURCHASING COOPERATIVE and VENDOR AGREEMENT
Signature Form

RFP #2021-03-009 Vehicle Fleet Management Services

Vendor:

Company: Element Fleet Corporation

Address: 940 Ridgebrook Road, Sparks, MD 21152-9390

Phone: 410-771-1900

Name of Authorized Representative: Michael W. Hilliard

Title: Assistant General Counsel Date 9/27/2021

Email of Authorized Representative: mhilliard@elementcorp.com

Signature of Authorized Representative _____
DocuSigned by:
Mike Hilliard (Required)
4941C3C316E6460...

791 PURCHASING COOPERATIVE:

Authorized Representative Signature: _____
DocuSigned by:
Jeffrey Shokrian
FAC57A7FB6B9445...

Name: Jeffrey Shokrian

Title: President

Email: jeff@791coop.org

Address: 612 Irene Street, San Angelo, TX 76903

Phone: 210-255-3596

Date September 27, 2021

EXHIBIT A**1. Administrative Fee.**

On or before the thirtieth (30th) day after the end of each quarter, Vendor shall remit to 791COOP an administrative fee payment (the “**Administrative Fee**”) of two percent (2%) of the fees paid to Vendor for the services listed below and which are invoiced to 791 PURCHASING COOPERATIVE Member during the prior calendar quarter.. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Vendor may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with a potential 791 PURCHASING COOPERATIVE Member when those opportunities represent a sufficiently large spend and/or are highly competitive. In such situations, Vendor may request 791COOP accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

Vendor Service Fees Subject to Payment of Administrative Fee.

<u>Lease</u>	<u>Fee Code</u>	<u>How it appears on a Bill</u>	
Per Order Fee			
Interim Interest	LSII	INTERIM INTEREST	2.00%
Front End Interim Rent	LAPP	PRO-RATA	2.00%
Back End Interim Rent	LABE	PRO-RATA	2.00%
Billed Interest	INT	COST-OF-FUNDS	2.00%
Management Fees	MGT	MGMNT FEE	2.00%
Up Fit Fees	OFUP	UPFIT FEE	2.00%
Thereafter Fees	THF	THEREAFTER	2.00%
<u>Maintenance</u>			
Card Fees	ASMC	MM CAR	2.00%
	ASML	MM-LT	2.00%
	ASMM	MM-MT	2.00%
	ASMH	MM-HT	2.00%
	ASME	MM-EQ	2.00%
	ASMF	MM-FO	2.00%
	ASMR	MM-RE	2.00%
	ASMT	MM-TR	
OOB Fee	ASVS	OUT NET F	2.00%
Downtime Manager	ASVT	MMDOWNMGT	2.00%
<u>Fuel</u>			
Card Fee	ASFD	WEX FUEL	2.00%
	ASNV	NAV FUEL	2.00%
	ASCF	MC FUEL	2.00%

Element WEX rebate	DSRM	MAINT REB	
<u>Telematics</u>			
Monthly Fee	TGAI	TELE G AI	2.00%
	TGNF	TELE GESF	2.00%
	TVAI	TELE V AI	2.00%
	TVNF	TELE VNSF	2.00%
	TEAI	TELE E AI	2.00%
	TENF	TELE VTSF	2.00%
<u>FPS Advanced</u>			
Monthly Fee	FAEO	FPS ADV	2.00%
<u>Accident</u>			
FNOL	ABAA	APPR ADMIN	2.00%
	ABRP	ACC CALT	2.00%
	ABEQ	FNOL FEE	2.00%
	ABFO	ACO FO FEE	2.00%
	ABHT	ACO HT FEE	2.00%
	ABMT	ACC MT FEE	2.00%
	ABTR	ACO TR FEE	
Repair Management Fees	AMDC	AMREPCA	2.00%
	AMDL	AMREPLT	2.00%
	AMDM	AMREPMT	2.00%
	AMDH	AMREPHT	2.00%
	AMDE	AMREPEQ	2.00%
	AMDT	AMREPTR	2.00%
Subro	ABSR	SUBRO-FEE	2.00%
<u>Remarketing</u>			
Remarketing/Sale Fee	SELL	SELL FEE	2.00%
<u>Registration</u>			
Registration Renewal Fee	RGRG	REGREN TRA	2.00%
<u>Tolls</u>			
Interchange Fee	T9TM	TOLL MG PF	2.00%
	T9TV	TOLL PROGB	2.00%
Personal Tolls	VLTP	TOL PROTEC	2.00%
<u>Violations</u>			

Interchange Fee (Processing)	VLVP	VIO FEE	2.00%
Forwarding	VLV	VIO FWD FE	2.00%
Adjudication	VLAF	ADJUD FEE	2.00%

Personal Tolls

T9PT	PTOLL ADB	2.00%
T9PF	PTOLL ADA	2.00%

COPY VIEW