

## **Services and Reimbursement Agreement**

This Services and Reimbursement Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and Latitude Digital, an independent contractor with a principal place of business at 660 Briggs, Erie, Colorado 80232 ("Latitude") (each a "Party" and collectively the "Parties").

Whereas, Latitude owns the property and building located at 660 Briggs Street, Erie, Colorado (the "Property"); and

Whereas, Latitude has committed to turning the Property into a coworking space for use by Town employees and the public.

Now, Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. Scope of Services**

A. Latitude shall furnish all labor and materials required to construct and thereafter professionally operate a coworking space at 660 Briggs Street, Erie, Colorado (the "Coworking Space"), as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Latitude proceeds without such written authorization, Latitude shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. Term, Termination and Renewal**

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2021 unless otherwise terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice, provided that, if Latitude terminates this Agreement on or before December 31, 2021, Latitude shall reimburse the Town for all compensation paid to Latitude under Section III hereof.

C. This Agreement shall automatically renew for 2 additional 12-month terms (January 1, 2022-December 31, 2022 and January 1, 2023-December 31, 2023), unless,

at least 30 days prior to the expiration of the then-current term, either Party terminates this Agreement.

D. Upon termination of this Agreement, Latitude shall retain all furnishings and other items in the Coworking Space.

### **III. Reimbursement and Compensation**

In consideration for completion of the Scope of Services, the Town shall reimburse Latitude for its actual costs, up to \$50,000, as provided in **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, commencing in the first renewal term, the Town shall compensate Latitude for services in the amount of \$15,000 per year, as more particularly described in Exhibit B.

### **IV. Responsibility**

A. Latitude hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Latitude shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Latitude shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

## **V. Independent Contractor**

Latitude is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Latitude to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Latitude for all purposes. Latitude shall make no representation that it is a Town employee for any purposes.

## **VI. Insurance**

A. Latitude agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Latitude pursuant to this Agreement. At a minimum, Latitude shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Latitude. Latitude shall be solely responsible for any deductible losses under any policy.

C. Latitude shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VII. Indemnification**

Latitude agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on

account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Latitude, any subcontractor of Latitude, or any officer, employee, representative, or agent of Latitude, or which arise out of a worker's compensation claim of any employee of Latitude or of any employee of any subcontractor of Latitude.

### **VIII. Workers without Authorization**

A. *Certification.* By entering into this Agreement, Latitude hereby certifies that, at the time of this certification, it does not knowingly employ a worker without authorization, as defined in C.R.S. § 8-17.5-101, and that Latitude will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Latitude shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Latitude obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization to perform work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has such actual knowledge; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides

information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization to perform work under this Agreement.

D. *Duty to Comply with Investigations.* Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. *Affidavits.* If Latitude does not have employees, Latitude shall sign the "No Employee Affidavit" attached hereto. If Latitude wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Latitude shall sign the "Department Program Affidavit" attached hereto.

## **IX. Miscellaneous**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this

Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Jennifer Carroll, Mayor

Attest:

\_\_\_\_\_  
Heidi Leatherwood, Town Clerk

**Latitude**

DocuSigned by:

By:

*Tony Gamber*

A20ED6DC0513439...

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as  
\_\_\_\_\_ of Latitude Digital.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## No Employee Affidavit

***[To be completed only if Contractor has no employees]***

**1. Check and complete one:**

☐ I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

☐ I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department Program Affidavit**

***[To be completed only if Contractor participates in the  
Department of Labor Lawful Presence Verification Program]***

I, \_\_\_\_\_, as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_)

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## **Exhibit A Scope of Services**

### Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall manage and perform all construction improvements to the building located on the Property necessary to establish and deliver an active Coworking Space.
- Once the Coworking Space is open for business, Contractor shall manage the Coworking Space in a professional manner, and shall ensure that the Coworking Space is open for business to members from 8:00 a.m. through 5:00 p.m., Monday through Friday, at a minimum.

### Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Contractor shall complete the interior build out and improvements of the building located at 660 Briggs Street necessary to establish an active Coworking Space in Downtown Erie, including the following, at a minimum:
  - A minimum of 2,500 square feet of finished office space;
  - A private conference room large enough to comfortably sit 10 individuals, and with sufficient technology for presentations;
  - 14 individual workstations, each with a stand-up desk, large monitor, external keyboard and mouse, comfortable desk chair and convenient power connections;
  - At least 2 large tables in a common work area;
  - At least 3 private offices with locks available;
  - At least 5 dedicated off-street parking spaces in the lot at 660 Briggs;
  - Available 1GB wireless internet; and
  - Secure access control and security cameras.

- Latitude shall be solely responsible for obtaining all required licenses and permits, at Latitude's sole cost.
- Latitude shall obtain a certificate of occupancy for the Coworking Space and open it for business on or before September 1, 2021.
- Upon completion of construction and throughout the term of this Agreement, Latitude shall provide the Town with 15 total Flex Pass memberships.

## **Exhibit B**

### **Reimbursement and Compensation**

1. Reimbursement. The following costs shall be eligible for reimbursement from the Town, in the amounts actually incurred by Latitude, in an amount not to exceed \$50,000. All remaining costs shall be borne solely by Latitude.

<b>Construction and Build Out</b>	<b>Costs</b>
Construction/Permits/Fees	\$34,000
Furnishings/Hardware	\$18,300
Entry/Access Updates	\$1,830
Technology	\$4,500
	<b>\$58,630</b>

Latitude shall submit monthly reimbursement requests to the Town, including invoices to document all requested reimbursement amounts. The Town shall review the reimbursement request to determine, in the Town's sole discretion, if all included costs are eligible for reimbursement. Within 30 days following the Town's determination of eligibility, the Town shall reimburse Latitude for the eligible amounts.

2. Compensation. In addition to the reimbursement amounts set forth above, commencing on January 1, 2022, the Town shall compensate Latitude in the amount of \$15,000 per year for the 15 Flex Pass memberships provided to the Town by Latitude. Payment shall be made monthly in the amount of \$1,250 per month, within 30 days following receipt of an invoice. If the Coworking Space is unavailable to the Town for any period of time, the compensation due to Latitude shall be reduced accordingly.

**Certificate Of Completion**

Envelope Id: D0D9C2EDD3464ECE8140B0318F6E22A0

Status: Completed

Subject: Please DocuSign: Latitude-A052021 (003).docx

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lucas Workman

AutoNav: Enabled

645 Holbrook Street

Envelope Stamping: Enabled

P.O. Box 750

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

Erie, CO 80516

lworkman@erieco.gov

IP Address: 69.57.50.102

**Record Tracking**

Status: Original

Holder: Lucas Workman

Location: DocuSign

5/20/2021 12:01:55 PM

lworkman@erieco.gov

**Signer Events****Signature****Timestamp**

Tony Gambie

tony@latitudedigital.com

President

Latitude Software Services Inc

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
A20ED6DC0513439...

Sent: 5/20/2021 12:03:06 PM

Viewed: 5/20/2021 1:15:44 PM

Signed: 5/20/2021 1:15:59 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.209.246.33

**Electronic Record and Signature Disclosure:**

Accepted: 5/20/2021 1:15:44 PM

ID: e46d1653-7970-47e5-8b04-59e379938ee3

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ben Pratt

bpratt@erieco.gov

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 5/20/2021 1:15:59 PM

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**Electronic Record and Signature Disclosure:**

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ID: daa12b6c-4550-48b7-93d6-fa72482e2990

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/20/2021 12:03:06 PM

Certified Delivered

Security Checked

5/20/2021 1:15:44 PM

Signing Complete

Security Checked

5/20/2021 1:15:59 PM

Completed

Security Checked

5/20/2021 1:15:59 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Town of Erie:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@erieco.gov](mailto:docusign@erieco.gov)

### **To advise Town of Erie of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

### **To request paper copies from Town of Erie**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [townclerk@erieco.gov](mailto:townclerk@erieco.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Town of Erie**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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

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