

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. 3781

### SECTION 1 - GENERAL INFORMATION

Requesting Department: LIBRARIES Contact Person: JULIE CANNAVINO  
Telephone: (904) 530-6502 Email: JCANNAVINO@NASSAUCOUNTYFL.COM

### SECTION 2 - VENDOR INFORMATION

Name: NAYAX LLC  
Address: 11350 MCCORMICK RD, EXECUTIVE PLACE 1, SUITE 1004  
City: HUNT VALLEY State: MD Zip Code: 21031  
Vendor's Administrator Name: LIVIA LAUN Title: ONBOARDING LEAD  
Telephone: (410) 666-3800 Email: LIVIA@NAYAX.COM

### SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: CARLY FURMAN Title: CEO  
Authorized Signatory Email: CARLY@NAYAX.COM  
**(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)**

### SECTION 4 - CONTRACT INFORMATION

Contract Name: NAYAX LLC  
Short Description of Product(s)/Service(s) Being Requested: 4 CELLULAR CREDIT CARD READERS MONTHLY FEEFOR USE IN COLLECTING LIBRARY FINES/FEES; monthly fee is netted monthly. IN ADDITION, THERE IS A 5.95% FEE CHARGED PER CREDIT CARD TRANSACTION(ESTIMATED FROM PREVIOUS FY)

**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**

Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source  
Other: \_\_\_\_\_

Amount of Initial Contract Term: \$429.12 RENTAL + \$6,601.04(ESTIMATED CC FEES)= \$7,030.64

Amount of Renewal Options (if applicable): Year 1: \$ 7,030.16 Year 2: \$ 7,030.16  
Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_

Total Amount of Contract (Initial Term + Renewal Options): \$21,090.48 (Estimate if necessary)

Account Number: 01712571-549000,01713571-549000,01714571-549000,01715571-549000

Source of Funds: County State Federal Other: \_\_\_\_\_

County Authorized Signatory: BOCC Chairman County Manager  
**(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)**

### SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: \_\_\_\_\_

**Risk Manager Initials: MP**

### SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_

Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope

Supplemental Agreement Other: \_\_\_\_\_

Contract Amount with Previous Amendments: \_\_\_\_\_ Amount of this Amendment: \_\_\_\_\_

New Contract Amount including this Amendment: \_\_\_\_\_

Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_

County Authorized Signatory: BOCC Chairman County Manager  
**(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)**

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- |   |                           |   |                           |
|---|---------------------------|---|---------------------------|
| 1. <u>Julie Cannavino</u><br>Department Head/Contract Manager | <u>10/23/2024</u><br>Date | 3. <u>Ranara Belmont</u><br>Procurement                 | <u>10/24/2024</u><br>Date |
| 2. <u>Chris Lacambra</u><br>Office of Mgmt. & Budget          | <u>10/24/2024</u><br>Date | <i>(Signature required only if procurement related)</i> |                           |
|   |                           | 4. <u>Denise C. May, Esq., BCS</u><br>County Attorney   | <u>10/29/2024</u><br>Date |

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]  
County Manager 10/29/2024  
Date

DATE  
**10/9/2024**

**Requisition Form**  
**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 96135 Nassau Place Suite 1  
 Yulee, FL 32097

VENDOR NAME/ADDRESS  
 Nayax LLC  
 11350 McCormick Rd., Executive Place 1, Ste  
 1004

DEPARTMENT  
 Library

REQUESTED BY  
 Julie Cannavino

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Nayax Monitoring Fee	549000			Standard PO	3781
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
	36 Month Fixed Reader Charges and			\$ 0.00	(funds sufficient in all accounts)	
	Credit Card Fees for 4 Branches/5.95% transaction			\$ 0.00		
	Monthly Reader/Monitoring Fee FB Branch	12.00	\$ 8.95	\$ 107.40	01712571-549000	
	Monthly Credit Card Fees (estimated) FB Branch	12.00	\$ 275.00	\$ 3,300.00	01712571-549000	
	Monthly Reader/Monitoring Fee Cal Branch	12.00	\$ 8.95	\$ 107.40	01713571-549000	
	Monthly Credit Card Fees (estimated) CAL Branch	12.00	\$ 91.70	\$ 1,100.40	01713571-549000	
	Monthly Reader/Monitoring Fee HIL Branch	12.00	\$ 8.95	\$ 107.40	01714571-549000	
	Monthly Credit Card Fees (estimated) HIL Branch	12.00	\$ 91.70	\$ 1,100.40	01714571-549000	
	Monthly Reader/Monitoring Fee YUL Branch	12.00	\$ 8.95	\$ 107.40	01716571-549000	
	Monthly Credit Card Fees (estimated) YuL Branch	12.00	\$ 91.69	\$ 1,100.28	01716571-549000	
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		
				\$ 0.00		

ORIGINAL - FINANCE Shipping \$ 0.00  
 COPY - DEPARTMENT Total \$ 7,030.68

**Department Head**

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

*Julie Cannavino* 10/23/2024

**Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)**

I attest that, to the best of my knowledge, funds are available for payment.

*Chris Lacambra* 10/24/2024

**Procurement Director (signature required if greater than \$5,000.00)**

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

*Araceli Ramirez* 10/24/2024

**County Manager (signature required if greater than \$100,000.00)**

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Clerk: *GH*  
 Date: 10/30/2024

**Non-Competitive Justification Form (Exempt/Sole Source/Single Source)**  
**Required for Purchases Greater than \$10,000**

Date:	<u>5/1/2024</u>	Project:	_____
Vendor Name:	<u>Nayax LLC.</u>	FY Cost:	<u>\$7,030.64</u>
Address:	<u>11350 McCormick Rd, Executive Place 1, Suite 1004, Hunt Valley, MD 21031</u>	Total Cost:	<u>\$21,901.92</u>
Phone:	<u>(410) 666-3800</u>	Account:	<u>01712571-549000,01713571-549000,01714571-549000, 01715571-549000</u>
Contact Name:	_____		

Description of Goods and/or Services:  
cellular based credit card readers with monthly service fee and 5.95% transaction fee

Source of Funds:  County  State  Federal  Other \_\_\_\_\_

Check one (1) of the following choices:

- Exempt purchase:
  - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
  - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
  - Publications (5.3 – Nassau County Purchasing Policy Exemption)
  - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
  - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
  - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.
- Sole Source: The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.  
Nayax is the company that our Point-of-Sale vendor, Today's Business Solutions (TBS), uses for the credit card readers. The readers themselves are purchased through TBS

**Department Head/Managing Agent** -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.  
Julie Cannavino 10/23/2024

**Office of Management and Budget Director** - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.  
Chris Lacambra 10/24/2024 *JP*

**Procurement Director** -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.  
Andree Romo 10/24/2024

**County Manager** -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.  
10/29/2024



# Welcome to Nayax

Dear Valued Nayax Customer,

We want to thank you for choosing and implementing the Nayax Cashless and Remote Monitoring Solution! This solution will allow you to accept the majority of major credit cards and debit cards, mobile payments and payments using Nayax's own mobile app MONYX via your card reader. You will also have availability to a powerful and innovative back-office cloud based system to analyze, monitor and manage all levels of your operations. Our goal is to provide you with a smooth and seamless implementation.

Attached are the following documents that will need to be completed and returned back to us.

1. Nayax Service Agreement (Needs to be executed for new customers.)
2. Nayax Clearing Agreement (Needs to be executed if you are using Nayax as the merchant provider for your cashless transactions. Disregard if you will be using your own processor.)
3. Schedule 1 (Nayax will pre-fill FEES and TERMS section. Other info needs to be completed and updated when there is a change.)
4. Schedule 2 (Needs to be executed if you are using Nayax as the merchant provider for your cashless transactions. Disregard if you will be using your own processor.)
5. Include a copy of a voided check or something from the bank verifying the account and routing number and a copy of a government issued photo identification which needs to be included if we are merchant of record. (If you are a government agency you do not need to submit a government issued ID)

For new customers, once your equipment is shipped you will receive an email that provides your log in credentials to the Nayax cloud base system.

**Please return these documents to your TBS representative via email at [orders@tbsit360.com](mailto:orders@tbsit360.com); phone 630-537-1370, fax 630-537-1369**

We look forward to beginning our joint partnership together, which will help to grow your business.

Best Regards,

The Nayax Team



# NAYAX Service Agreement

The "Customer" – Nassau County Board of County Commissioners

- 1. Parties and Purpose.** Nayax LLC ("NAYAX") hereby agrees to sell to the Customer the NAYAX Unit (as defined below) and to provide to the Customer, network services ("NAYAX Service") utilizing NAYAX unique telemetry and cellular activated communications network solely in connection with the Customer's automated machine equipment that is equipped with a NAYAX unit or NAYAX API (such unit, a "NAYAX Unit") enabled to connect to NAYAX's Central Server. This Service Agreement covers the sale of the NAYAX Unit (if applicable) and the provision of the NAYAX Service. This Service Agreement shall not govern credit card clearing services which are optional and may be provided subject to Customer's execution of a separate clearing agreement, a copy of which is attached as **Exhibit A** hereto, and for an additional fee. If the Customer has purchased the NAYAX Unit from either a reseller or other agent of NAYAX or from NAYAX directly, the terms and conditions of this Agreement will apply and govern regarding this NAYAX Unit.
- 2. The NAYAX Services.** NAYAX hereby grants the Customer, during the term of this Agreement, a non-exclusive, personal, non-transferable and non-sub licensable right and license to access and use the NAYAX Service solely in connection with and together with the NAYAX Unit. The NAYAX Service (through the NAYAX system and the NAYAXvend web management tools) provides both (a) information and management abilities, including: machine status, malfunctions and inventory management, on line transactions, alerts, pricing updates, web marketing tool and (b) detailed reports regarding sales by machine operation, by machine, information regarding total sales and break down for periods, detailed transaction report and cumulative transactions reports, including DEX counters reports (all the reports are based on machine level of software and protocol) and cash accountability.
- 3. Fees and Payments.** In consideration for the NAYAX Unit and the NAYAX Service, the Customer shall pay Nayax the fees set forth in **Schedule 1** according to the payment terms set forth therein. NAYAX may offset any such amount from the net amounts due to the Customer for any reason including but not limited to any amounts due to the Customer if NAYAX also handles clearing services for the Customer.
- 4. Due Payment** – If the Customer fails to pay NAYAX any payment by such date on which it is due, it shall pay interest on any overdue amount from the due date until payment is made in full at a rate of 6% per year compounded monthly, or if less, the greatest amount allowed by law. Unless otherwise agreed by the parties in writing, all payments under this Agreement shall be made in US Dollars. NAYAX reserves the right to offset any such amounts due to it from the Customer from any amounts due by it to the Customer, if any.
- 5. Availability of Service.** Customer acknowledges that NAYAX relies on third party providers in the delivery of its services, including, but not limited to, processing service providers wireless data network providers. Cellular radio service provided by third parties is available only when within the operating range of cellular systems, and cellular service is subject to transmissions limitations and dropped or interrupted transmissions. Cellular service may be temporarily refused, limited, interrupted, or curtailed due to government regulations or orders, atmospheric and/or topographical conditions and cellular system modifications, repairs and upgrades. In addition, the Customer acknowledges that provision of the NAYAX Services may depend on factors beyond NAYAX's control, including but not limited to factors affecting the operation of Public Systems (i.e. telecommunication systems run by public telecommunication operators or internet service providers which may be accessed by cellular data network, ISDN, IP, analogue line or other transmission types) and Banking Systems (i.e. banking, financial institution or other similar bodies). NAYAX is and shall not be obliged to provide the NAYAX Services where such factors prevent it. Furthermore, the Customer agrees that from time to time, NAYAX, the third party provider for the network, and/or other third parties may perform routine maintenance or emergency maintenance which could cause some NAYAX Services not to function partially or entirely, during the performance of such maintenance. NAYAX shall not be liable for any such failure to function. The Customer agrees that NAYAX shall not be liable for, and to defend, indemnify and hold NAYAX, its affiliates, directors, officers, employees, agents, and assigns harmless for any losses, damages, or business interruptions sustained as a result of factors outside of NAYAX's control and interruptions caused routine or emergency maintenance or by third party providers, including, but not limited to its wireless data network providers and processing service providers.



6. **NAYAX Unit Warranty.** NAYAX warrants that for a period of twelve (12) months from delivery (the “**Warranty Period**”), the NAYAX Unit shall be free from defects in material and workmanship. NAYAX does not warrant that the use of the NAYAX Unit will be uninterrupted or error-free. NAYAX’s sole obligation towards the Customer and Customer’s exclusive remedy for any failure of the NAYAX Unit to perform as warranted, is the correction or replacement, at NAYAX’s option, of the nonconforming NAYAX Unit; provided, that the Customer informs Nayax in writing, within the Warranty Period of the defect, malfunction or nonconformity. The foregoing warranty shall not apply to disposal materials and to repair, damages, malfunction or failures, resulting from/ to NAYAX Unit: (i) use of the NAYAX Unit in a manner for which it was not intended; (ii) the defects or malfunctions caused by alteration or modification to the NAYAX Unit without NAYAX’s prior written approval; (iii) defects or malfunctions caused by improper service or repair of the NAYAX Unit, by anyone other than NAYAX; (iv) defects or malfunctions which do not adversely affect the ability of the NAYAX Unit to perform its usual designated function; (v) abuse or negligence by the Customer; or (vi) any other cause beyond NAYAX’s control. The warranties contained in this section 6, are exclusive, and are in lieu of all other warranties, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, or arising by a course of dealing or usage of trade. This section does not limit, and is without prejudice to, the provisions of Section 7 below.
7. **Data Protection.** NAYAX complies and will comply with the PCI (Payment Card Industry) Data Security standard. NAYAX may use the data from the Customer’s NAYAX service, which does not identify the Customer or the specific location of the machine, solely for internal statistical purposes.
8. **Intellectual Property.** The Customer acknowledges that NAYAX, its affiliated parties, and/or licensors, and third party suppliers own the intellectual property rights in the services being provided hereunder and in and to the NAYAX Units, the NAYAX cashless payment platform and all hardware and software in or associated with any of the aforesaid, including but not limited to any and all trade and service marks, inventions, patents, copyrights, design rights (whether registered or unregistered), data base rights, and all other intellectual property rights subsisting anywhere in the world. The Customer shall take no action nor allow any action to be taken in contravention of any such rights.
9. **Limitation on Liability.** In no event shall NAYAX, its affiliates and agents be liable for any punitive, incidental, or consequential damages or any damages for loss of profits, business interruption, loss of information, or pecuniary loss, even if NAYAX, its affiliates or agents has been advised of the possibility of such damages. The total liability of NAYAX to the Customer in any calendar year shall not exceed (a) the payments made to NAYAX by the Customer under this Agreement in the calendar year in which such liability arose, (b) the applicable insurance policy limit, if such claim or loss is covered by insurance.
10. **Remuneration.** To the extent allowed by law, the County agrees that NAYAX shall not be liable for claims, demands, causes of action, obligations, liabilities, expenses (including reasonable attorney’s fees), damages, or suits shown to be caused by an act or omission of the Customer, its employees and/or agents, including, but not limited to, the operation and management of the NAYAX Unit and the NAYAX service.
11. **Term and Termination.** The term of this Agreement and the NAYAX Services shall be for a period of twelve (12) months from the later of the date of signature of this Agreement by NAYAX or the Customer (the “**Initial Term**”), and shall renew automatically for successive twelve (12) month periods (each a “**Renewal Term**”) unless either party provides notice of not less than thirty (30) days prior to any such Renewal Term. Notwithstanding the above, and without derogating from any other of its rights hereunder or pursuant to law, NAYAX may terminate this Agreement and the NAYAX Services at any time, without liability therefor by providing no less than 30 days written notice, and either party may terminate this Agreement and the NAYAX Services by notice in writing not less than fifteen (15) days after notice of a material breach which has not been remedied during such fifteen (15) day period. Without derogating from the above, in the event of any breach by the Customer of any of its obligations hereunder, or in the event of any requirement of relevant law, or in the event of any force majeure or other event due to which NAYAX, in its sole discretion determines the necessity of doing so, NAYAX may suspend providing the NAYAX Services hereunder for such period as may be necessary in NAYAX’s sole opinion. In the event that NAYAX has suspended the provision of the NAYAX Services for more than thirty (30) days, other than due to breach of this Agreement by the Customer or due to any other fault of the Customer, Customer may terminate this Agreement on written notice.
12. **No Warranties.** Except to the extent as may be otherwise expressly provided herein, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common




law or otherwise, in respect of the services being provided hereunder, are hereby excluded by NAYAX to the fullest extent permitted by law and NAYAX shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer. Without prejudice to the generality of the aforesaid, NAYAX specifically disclaims the implied warranties of merchantability, satisfactory quality and fitness for a particular purpose.

13. **Validity, Choice of Law and Venue.** Should any part of this Agreement, for any reason, be declared invalid, then only such portion shall be invalid without invalidating or affecting the remaining provisions of the Agreement.

14. **Notice.** Any notice required or permitted to be given by either party hereto pursuant to this Agreement shall be in writing and addressed to the other party at its registered office or place of business, or such other address as may have been notified by one party to the other. Without derogating from the above, NAYAX may provide notice to such person who has signed the Customer Declaration attached to this Agreement.

15. **General.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and shall supersede any and all other communications, understandings, representations and agreements. Except as otherwise expressly stated herein, nothing in this Agreement confers any rights on any third parties. The Customer may not assign, novate, transfer, charge or otherwise deal with the benefit or the burden of this Agreement. NAYAX may assign, novate, transfer, sub-contract, charge or otherwise deal this Agreement and/or any of its rights and/or obligations hereunder at any time without consent of the Customer.

Nassau County Board of County Commissioners

 _____	<b>Taco E. Pope, AICP</b> _____	10/29/2024 _____	<b>County Manager</b> _____
SIGNATURE	PRINTED NAME	DATE	TITLE

Nayax LLC

 _____	<b>Carly Furman</b> _____	10/28/2024 _____	<b>CEO</b> _____
SIGNATURE	PRINTED NAME	DATE	TITLE



# Welcome to Nayax

Dear Valued Nayax Customer,

Congratulations on implementing the Nayax Cashless and Remote Monitoring Solution! This solution will allow you to accept the majority of major credit cards and debit cards on your card reader. Our goal is to provide you with a smooth and seamless implementation. Your funds are transferred via EFT/ACH within two weeks after we have received a completed copy of the attached Schedule 2 "Direct Deposit (ACH) Agreement Form" and a voided check.

Deposits are made every Friday for cashless sales from the previous Friday to Thursday period, net the related processing fee and monthly service fee, when applicable. A reimbursement statement reflecting these details will be emailed to you by the following Monday. If your net sales are less than \$5, the balance will be carried over to the following period.

The Nayax monthly service fees will be deducted from the second deposit of the month. The related monthly service fee invoice will be sent to you for your records, but no action will be required. All hardware sales are payable by check or credit card, kept on file, depending on which payment terms have been selected on the attached Schedule 1 "Fee Agreement Form".

**Please return these documents to your TBS representative via email at [orders@tbsit360.com](mailto:orders@tbsit360.com); phone 630-537-1370, fax 630-537-1369**

We look forward to beginning our joint partnership together, which will help to grow your business.

Best Regards,

Nayax Group

Finance Department





## Exhibit A

# NAYAX Clearing Agreement

**Company:** Nassau County Board of County Commissioners (the “Customer”)

**WHEREAS**, NAYAX LLC (“NAYAX”) has sold to the Customer a NAYAX remote unit (such unit, a “NAYAX Unit”) enabled to connect to NAYAX’s central server; and **WHEREAS**, concurrently with the execution of this agreement, the Customer has executed the Nayax Service Agreement (“Service Agreement”);

**NOW, THEREFORE**, the parties have agreed as follows:

1. **Clearing Processing Services** – NAYAX hereby agrees to provide to the Customer with certain cashless financial services utilizing the NAYAX unique telemetry cashless payment platform, solely in connection with the Customer’s vending equipment that is equipped with a NAYAX Unit enabled to connect to NAYAX’s Central Server (“Equipment”). Customer acknowledges and agrees that (a) some or all of the services provided by NAYAX hereunder may be performed by another member of the NAYAX group of companies on behalf of NAYAX, and (b) in providing processing and clearing services hereunder NAYAX is acting as agent of Heartland payment systems and reference to NAYAX performing such services hereunder shall be understood in such light.
2. **Credit Card Transaction Processing Services & Associated Fees** – the Customer hereby appoints NAYAX as sole and exclusive agent on behalf of the Customer, in connection with the processing of all card transactions (including but not limited to transactions via credit, debit and prepaid cards) in connection with the Equipment. With respect to each transaction, the Customer shall pay such processing fee (consisting of a percentage of the applicable gross and convenience fee of cashless revenue) as specified in *Schedule 1* attached hereto in addition to any applicable VAT, sales tax, use tax or similar tax (*the “Processing Fee”*). NAYAX shall be entitled to change the Processing Fee on 30 days prior written notice to the Customer, provided that upon receipt of such notice the Customer may, within such 30 days period, terminate this Agreement by written notice to NAYAX without liability therefor.
3. **Pre-Authorization** – The Customer agrees that for each cashless transaction, the relevant card will be submitted to the card processor for card validation and transaction authorization. The Customer acknowledges that the card processor may decline any such transaction and that in such case NAYAX shall not continue with the clearing of the transaction.
4. **Allocation of Risk** – The Customer agrees that with respect to any transaction that clears but is subsequently declined by the card processor for non-sufficient funds or other reasons, the risk of the associated loss of vended product, settlement funds, Processing Fee or any other fee related to such transaction shall be assumed in its entirety by the Customer. NAYAX may deduct any relevant amounts from the amount of net revenues to be tendered to the Customer on a monthly basis, or may charge the Customer separately therefor.
5. **Settlement and Payment of Processing Fee** – NAYAX shall render a weekly statement to the Customer during the term of this Agreement. Such statement shall detail the net revenues resulting from the processing of transactions from the use of the Equipment and due to the Customer. Every week, NAYAX shall pay the Customer such net revenues, less (a) the amount of any refunds, (b) the Processing Fee, (c) any chargeback from the credit card processor, (d) any amounts incurred for fraudulent transactions, (e) any relevant bank charges, (f) any amounts required to be withheld by NAYAX pursuant to law and (g) any other amounts due to NAYAX, including but not limited to any accounts receivable to NAYAX, activation fees, fees under the Service Agreement, or the processor hereunder or by law. The Customer acknowledges and agrees that the aforesaid statement may be rendered to it by the member of the NAYAX group of companies performing the services on behalf of NAYAX, and that in such case all references to NAYAX in this Section shall be deemed to refer to such entity.
6. **General** - the provisions of Sections 3-15 of the Service Agreement shall be deemed incorporated herein by reference.

Attachments:

Schedule 1 – Fee Agreement Form

Schedule 2- Direct Deposit (ACH) Agreement Form


(Remainder of page intentionally blank. Signatures on next page.)



Nassau County Board of County Commissioners

 _____ SIGNATURE	<u>Taco E. Pope, AICP</u> PRINTED NAME	<u>10/29/2024</u> DATE	<u>County Manager</u> TITLE
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Nayax LLC

 _____ SIGNATURE	<u>Carly Furman</u> PRINTED NAME	<u>10/28/2024</u> DATE	<u>CEO</u> TITLE
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Schedule 1

FEE AGREEMENT FORM

Contact Information

Please fill in all relevant information below, and let us know of any changes to your contact information in the future.

Company Name:	Nassau County Board of County Commissioners				
Customer # (internal use):					
SHIP TO					
Contact Name:	Julie Cannavino				
Address:	25 N. 4th St.				
City:	Fernandina Beach	State:	FL	Zip Code:	32034
Phone Number:	(904) 530-6502	Fax Number:			
Email:	jcannavino@nassaucountyfl.com				
BILL TO (if different)					
Contact Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		Fax Number:			
Email:					
<b>**Type of Product/Service Being Sold From Your Machine:</b>	Paying for library fines, printing, and passport fees				

Fees and Terms (NAYAX TO FILL OUT ONLY)

Payment Terms (if reimbursed by Nayax)**:	<input checked="" type="checkbox"/> Offset/NET30 <input type="checkbox"/> Offset/ CC		
Reimbursement Processing Fee (if applicable):	5.95 %		
Activation Fee (per device):	\$		
1) Billing Plan:	Cashless Only-TBS	Monthly Fee (per device):	\$8.95

\* Payment Term descriptions for customers not reimbursed by Nayax: Net30- all invoices (for hardware, activation fees and monthly service fees) are due within 30 days of receipt by check or EFT; CC- all invoices (for hardware, activation fees and monthly service fees) are automatically paid by credit card, kept on file, on date of invoice (credit card service fee may apply)

\*\* Payment Term descriptions for customers reimbursed weekly by Nayax (must also complete the attached Schedule2- Direct Deposit Agreement Form and include a voided check): Offset/Net30- activation and monthly service fee invoices are automatically offset from weekly reimbursements once a month and all hardware invoices are due within 30 days of receipt by check or EFT; Offset/CC- activation and monthly service fee invoices are



automatically offset from weekly reimbursements once a month and all hardware invoices are automatically paid by credit card, kept on file, on date of invoice (credit card service fee may apply)


**Customer Declaration**

I HEREBY REPRESENT TO NAYAX THAT I AM AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT ON THE COMPANY'S BEHALF AND TO RECEIVE NOTICES ON BEHALF OF THE COMPANY. I HERETO AGREE TO BE LEGALLY BOUND AND HAVE EXECUTED THIS AGREEMENT BY THE AUTHORIZED REPRESENTATIVE, THE SIGNATURE OF WHICH IS SET FORTH BELOW.

Nassau County Board of County Commissioners

 _____ SIGNATURE	<b>Taco E. Pope, AICP</b> _____ PRINTED NAME	10/29/2024 _____ DATE	<b>County Manager</b> _____ TITLE
---	--	-----------------------------	---

Nayax LLC

 _____ SIGNATURE	<b>Carly Furman</b> _____ PRINTED NAME	10/28/2024 _____ DATE	<b>CEO</b> _____ TITLE
---	--	-----------------------------	------------------------------



## Schedule 2

# DIRECT DEPOSIT (ACH) AGREEMENT FORM

### Authorization Agreement

I (BELOW NAME AND SIGNATURE) HEREBY AUTHORIZE NAYAX AND ITS DESIGNATED FINANCIAL AGENTS TO INITIATE ELECTRONIC FUNDS TRANSFER OF PAYMENTS AS GOVERNED BY THE (NACHA) RULES. THE AUTHORIZATION OF DIRECT CREDIT (DEPOSITS) OR DEBIT (WITHDRAWALS) IS TO REMAIN IN EFFECT UNTIL NAYAX RECEIVES 10-DAY WRITTEN NOTIFICATION OF TERMINATION FROM AN OFFICIAL AGENT OF YOUR COMPANY. ANY CHANGES TO THE INFORMATION PROVIDED BELOW MUST BE SUBMITTED BY AN OFFICIAL AGENT OF YOUR COMPANY AND BE PROVIDED ON AN UPDATED AND SIGNED SCHEDULE 2 "DIRECT DEPOSIT (ACH) FORM". A VOIDED CHECK NEEDS TO ACCOMPANY THIS FORM. **PLEASE EMAIL THIS SIGNED AND COMPLETED FORM AND VOIDED CHECK OR SOMETHING FROM THE BANK VERIFYING THE ACCOUNT/ROUTING NUMBER TO: [orders@tbsit360.com](mailto:orders@tbsit360.com)**

### Company Information

Company Name:	Nassau County Board of County Commissioners					
Customer # (internal use):						
Finance Contact Name:	Julie Cannavino					
Address:	25 N. 4th St					
City:	Fernandina Beach	State:	FL	Zip Code:	32034	
Phone Number:	(904) 530-6502	Fax Number:				
Email to send reimbursement statements (up to 5 emails):	jcannavino@nassasucountyfl.com; aford@nassaucountyfl.com					

### Bank information

Name of Financial Institution:	Truist
Name on Account:	Nassau County Board of County Commissioners
Routing Number (9 digits):	061000104
Account Number:	1000280489500
Account Type:	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Saving

BY PLACING MY SIGNATURE BELOW, I HEREBY DECLARE AND REPRESENT TO NAYAX THAT I AM AUTHORIZED AND EMPOWERED TO BIND MY COMPANY AND ACCEPT THE BINDING TERMS AND CONDITIONS ON MY BEHALF OF MY COMPANY, LISTED ABOVE.

  
 \_\_\_\_\_  
 SIGNATURE                      Taco E. Pope, AICP                      10/29/2024                      County Manager  
 PRINTED NAME                      DATE                      TITLE

**RIDER TO THE NAYAX SERVICE AGREEMENT  
AND NAYAX CLEARING AGREEMENT**

**THIS RIDER TO THE NAYAX SERVICE AGREEMENT AND NAYAX CLEARING AGREEMENT** (hereinafter “**Rider**”) is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “**County**” or “**Customer**”), and NAYAX, LLC, a Maryland limited liability company (hereinafter the “**Vendor**” or “**NAYAX**”) hereinafter collectively referred to as the “**Parties.**”

**WITNESSETH:**

**WHEREAS**, the Parties desire to enter into that certain NAYAX Service Agreement for Vendor to provide credit card readers for various types of library patron transactions, and that certain NAYAX Clearing Agreement for Vendor to provide credit card processing and clearing services associated with its credit card readers (hereinafter collectively referred to as the “**Agreement**”); and

**WHEREAS**, the Parties wish to establish additional standard terms and conditions to the Agreement as contained herein; and

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

**SECTION 1. CONFLICTING PROVISIONS.**

**1.1** The Parties agree that in the event of any conflict between the terms and conditions of the Agreement and/or any exhibit or attachment to the Agreement and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail.

**SECTION 2. INTENTIONALLY DELETED**

**SECTION 3. E-VERIFY.**

**3.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by the Vendor during the term of the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**3.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with

the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

**3.3** Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

#### **SECTION 4. COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.**

##### **4.1 INTENTIONALLY DELETED.**

**4.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.

**4.3** The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act and the County's adopted Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.

**4.4** In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.

**4.5** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate the Agreement by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

#### **SECTION 5. TAXES.**

**5.1** The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager. County will provide tax exemption certificate to Vendor.

**SECTION 6. FUNDING.**

**6.1** The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 7. PUBLIC RECORDS.**

**7.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

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

**7.2** A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.



**7.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

**7.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**7.5** If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

a. The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**7.6** A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

**7.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**7.8** In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**7.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**7.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

**SECTION 8. PUBLIC ENTITY CRIMES.**

**8.1** In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

**SECTION 9. INSURANCE.**

**9.1** The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

**9.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 10. INTENTIONALLY DELETED.**

**SECTION 11. INDEMNIFICATION.**


**11.1** Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

[The remainder of this page left intentionally blank.]

**IN WITNESS WHEREOF**, the Parties have caused this Rider to be executed by its duly authorized representatives, effective as of the last date below.

**THE COUNTY:**

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

Signature: \_\_\_\_\_   
Print Name: Taco E. Pope, AICP  
Title: County Manager  
Date: 10/29/2024

**REVIEWED FOR LEGAL FORM AND CONTENT:**

*Denise C. May, Esq., BCS*  
\_\_\_\_\_  
**DENISE C. MAY, County Attorney**

**VENDOR:**

**NAYAX, LLC**

Signature: \_\_\_\_\_ *Carly Furman*  
Print Name: Carly Furman  
Title: CEO  
Date: 10/28/2024

**Exhibit A**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**



**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

~~This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.~~

*MP*

~~The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.~~

~~If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:~~

<del>Each Occurrence/Annual Aggregate – Project Specific Form</del>	<del>\$1,000,000</del>
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~~Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.~~

**CYBER AND DATA SECURITY LIABILITY**

~~This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.~~

JC

~~The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Cyber and Data Security Liability insurance coverage for the life of this Contract.~~

~~If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:~~

<del>Technology Errors and Omissions Liability coverage</del>	<del>\$1,000,000</del>
<del>Media</del>	<del>\$1,000,000</del>
<del>Network and Data (Information) Security</del>	<del>\$1,000,000</del>

~~Policy coverage must include Third Party Liability coverage.~~



Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

**Certificate Of Completion**

Envelope Id: 3CBC94850F1549D08FCC5F9139FF8881	Status: Completed
Subject: Contract No.: CM 3781 Vendor Name: NAYAX \$ 21,091.92 Description: Card Reader for TBS	
Source Envelope:	
Document Pages: 22	Signatures: 22
Certificate Pages: 6	Initials: 8
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Anne Ford
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	aford@nassaucountyfl.com
	IP Address: 50.144.43.162


**Record Tracking**

Status: Original	Holder: Anne Ford	Location: DocuSign
10/23/2024 11:11:03 AM	aford@nassaucountyfl.com	

**Signer Events**

Signer Events	Signature	Timestamp
Julie Cannavino jcannavino@nassaucountyfl.com Nassau County Security Level: Email, Account Authentication (None)	<i>Julie Cannavino</i>  Signature Adoption: Pre-selected Style Using IP Address: 50.144.43.162	Sent: 10/23/2024 11:41:16 AM Viewed: 10/23/2024 11:43:41 AM Signed: 10/23/2024 11:43:58 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/23/2024 11:44:00 AM Viewed: 10/24/2024 11:28:12 AM Signed: 10/24/2024 11:31:58 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Chris lacambra</i>  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/24/2024 11:32:01 AM Viewed: 10/24/2024 12:17:14 PM Signed: 10/24/2024 12:18:24 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)	<i>MP</i>  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/24/2024 12:18:27 PM Viewed: 10/24/2024 1:41:41 PM Signed: 10/24/2024 1:41:53 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/24/2024 1:41:55 PM Viewed: 10/24/2024 4:50:00 PM Signed: 10/24/2024 4:50:11 PM</p>
<p>Carly Furman carly@nayax.com CEO Nayax LLC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/28/2024 3:43:33 PM ID: 967ce25d-7097-4c83-9406-ded3854fa8c8</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 163.116.145.61</p>	<p>Sent: 10/24/2024 4:50:14 PM Viewed: 10/28/2024 3:43:33 PM Signed: 10/28/2024 3:46:48 PM</p>
<p>Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/28/2024 3:46:56 PM Viewed: 10/28/2024 10:12:41 PM Signed: 10/29/2024 9:46:01 AM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/29/2024 9:46:04 AM Viewed: 10/29/2024 9:48:56 AM Signed: 10/29/2024 9:49:20 AM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 10/29/2024 9:46:04 AM Viewed: 10/29/2024 11:42:26 AM Signed: 10/29/2024 11:42:36 AM</p>
<p>G. Higginbotham boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 10/29/2024 11:42:40 AM Viewed: 10/30/2024 7:55:58 AM Signed: 10/30/2024 7:56:07 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>		



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
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Clerk Services BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 10/30/2024 7:56:10 AM Viewed: 10/30/2024 9:18:27 AM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 10/30/2024 7:56:12 AM Viewed: 10/30/2024 7:57:14 AM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/23/2024 11:41:16 AM
Certified Delivered	Security Checked	10/30/2024 7:55:58 AM
Signing Complete	Security Checked	10/30/2024 7:56:07 AM
Completed	Security Checked	10/30/2024 7:56:12 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (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 County of Nassau:**

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: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau 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 [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) 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 County of Nassau**

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 [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) 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 County of Nassau**

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 [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) 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 County of Nassau 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 County of Nassau during the course of your relationship with County of Nassau.