

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/26/2018

Contract/Lease Control #: C03-0885-TDC

Procurement #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: MOOD MEDIA (FORMERLY MUZAK)

Owner/Lessor: OKALOOSA COUNTY AIRPORTS DEPARTMENT

Effective Date: 02/18/2018

Expiration Date: 02/12/2023

Description of Contract/Lease: TELEPHONE MESSAGE MARKETING

Department: TDC

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1560 Sawgrass Corporate Pkwy. Suite 300 Sunrise, FL 33345-9010 CN114732493-GAWU--20-21	CONTACT NAME: PHONE (A/C No. Ext):		FAX (A/C No):
	E-MAIL ADDRESS:		
INSURED Muzak LLC d/b/a Mood Media 2100 S IH-35 Frontage Road, Suite 200 Austin, TX 78704	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentry Casualty Company		28460
	INSURER B : Sentry Insurance A Mutual Co		24988
	INSURER C : N/A		N/A
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** ATL-005234553-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-18106-07	12/01/2020	12/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			90-18106-08	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-18106-05 (AOS)	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A				90-18106-06 (WI)	12/01/2020	12/01/2021	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is included as additional insured (except workers' compensation) where required by writtr

CONTRACT#: C03-0885-TDC
MOOD MEDIA
TELEPHONE MESSAGE MARKETING
EXPIRES: 02/12/2023

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2019

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PRODUCER Marsh USA, Inc. 1560 Sawgrass Corporate Pkwy. Suite 300 Sunrise, FL 33345-9010 CN114732493-GAWU-19-20	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Muzak LLC d/b/a Mood Media 2100 S IH-35 Frontage Road, Suite 200 Austin, TX 78704	INSURER A: Sentry Casualty Company		NAIC # 28460
	INSURER B: N/A		N/A
	INSURER C: N/A		N/A
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** ATL-004209231-41 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	AVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-18106-07	12/01/2019	12/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT#: C03-0885-TDC
MOOD MEDIA (FORMERLY MUZAK)
TELEPHONE MESSAGE MARKETING
EXPIRES: 02/12/2023

CERTIFICATE HOLDER

TDC Visitors Welcome Center Attn: Nancy Hussong 1540 Miracle Strip Pkwy SE Fort Walton Beach, FL 32548	C. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CONTRACT/LEASE RENEWAL FORM

Date: January 2, 2018
 Company: Mood Media (formerly Muzak)
 Attn:
 Address: 2100 S IH-35 Frontage Rd, Ste 21
 City, St, Zip: Austin, TX 78704
 RE: Account 326131

Dear Mood Media

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C03-0885-TDC for an additional term. The contract renewal period will be 2/13/2018 to 2/12/2023. The annual budgeted amount for this contract is \$554.76 + tax. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
 Signature: [Signature]

Date: 1/22/18

Approved By: [Signature]
 (as prescribed below on item 1)

Date: 1/25/18

Approved By: _____
 (as prescribed below on item 1)

Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Mood Media

Approved By: Sharon Costner
Sharon Costner (Jan 8, 2018)

Title: Legal Assistant

Date: Jan 8, 2018

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$50K and less, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.







TDC Visitors Center Okaloosa County Mood Renewal CVB 2018

Adobe Sign Document History

01/08/2018

Created:	01/08/2018
By:	Sharon Costner (sharon.costner@moodmedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAitMuSzRjccGhZDSXCpG2R6pJQQh_WDve

"TDC Visitors Center Okaloosa County Mood Renewal CVB 2018" History

-  Document created by Sharon Costner (sharon.costner@moodmedia.com)
01/08/2018 - 9:55:47 AM PST - IP address: 209.253.248.129
-  Sharon Costner (sharon.costner@moodmedia.com) has agreed to the terms of use and to do business electronically with Mood Media
01/08/2018 - 9:59:13 AM PST - IP address: 209.253.248.129
-  Document e-signed by Sharon Costner (sharon.costner@moodmedia.com)
Signature Date: 01/08/2018 - 9:59:13 AM PST - Time Source: server- IP address: 209.253.248.129
-  Signed document emailed to Lizz Helms (lizz.helms@moodmedia.com) and Sharon Costner (sharon.costner@moodmedia.com)
01/08/2018 - 9:59:13 AM PST

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C03-0885-TDC Tracking Number: 2169-18
Procurement/Contractor/Lessee Name: Mood Media Grant Funded: YES ___ NO
Purpose: Renewal
Date/Term: 2/13/18 - 2/12/2023
Amount: \$554.76 + Tax
Department: TDD
Dept. Monitor Name: Adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:

Purchasing Director or designee _____ Date: 1/4/18
Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)
No Fed Terms per Legal

Approved as written:

Grants Coordinator _____ Date: 1/4/2018
Renee Biby

Risk Management Review

Approved as written:

Risk Manager or designee _____ Date: 1-4-18
Laura Porter or Krystal King

County Attorney Review

Approved as written:
see Approval Noted
County Attorney _____ Date: 1/22/18
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee _____ Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, January 22, 2018 9:12 AM
To: Matthew Young
Cc: Jeffrey Hyde; Lynn Hoshihara; Charlotte Dunworth; Renee (Gayla) Biby
Subject: RE: Mood Media: Signed Recontract Terms | TDC Visitors Center and Emerald Coast

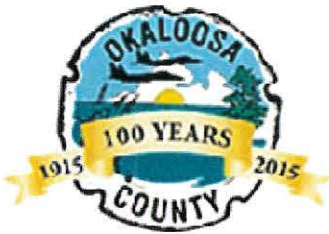
The above referenced renewals are approved for legal sufficiency.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Tuesday, January 16, 2018 9:26 AM
To: Parsons, Kerry
Cc: Jeffrey Hyde; Lynn Hoshihara; Charlotte Dunworth; Renee (Gayla) Biby
Subject: FW: Mood Media: Signed Recontract Terms | TDC Visitors Center and Emerald Coast
Importance: High

Good morning,

Please see attached.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Charlotte Dunworth
Sent: Tuesday, January 16, 2018 6:44 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Subject: FW: Mood Media: Signed Recontract Terms | TDC Visitors Center and Emerald Coast

Hi Matthew,

Please see the vendor's email below and advise whether the attached is sufficient for renewal. Thanks!

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us

Charlotte Dunworth

From: Lizz Helms <lizz.helms@moodmedia.com>
Sent: Thursday, January 11, 2018 6:29 PM
To: Charlotte Dunworth
Subject: Mood Media: Signed Recontract Terms | TDC Visitors Center and Emerald Coast
Attachments: Emerald Coast Okaloosa County Mood Renewal ECCC 2018 - signed.pdf; TDC Visitors Center Okaloosa County Mood Renewal CVB 2018 - signed.pdf; EMERALD COAST CONFERENCE CTR.pdf; TDC Visitor Center.pdf

Hello Charlotte,

My name is Lizz Helms, I am an account manager with Mood Media. I received your renewal paperwork that I have had signed for you.

I do want to note that the terms of the Mood Media agreement still auto-renew based on the attached Agreements. Which means we do not need this paperwork submitted every year on Mood's behave. If the renewal paperwork is something needed by your office, we will gladly sign.

Please let me know if you need anything further from me or have any questions.

Best Wishes,

LIZZ HELMS
Account Management Specialist

MOOD:

T [512.655.2308](tel:512.655.2308) / F [512.628.6775](tel:512.628.6775)
www.moodmedia.com

YOU ASKED, AND WE ANSWERED!
PAY YOUR BILL ONLINE EASILY TODAY WITH MOOD iRECEIVABLES.
This site is your go-to resource for all your billing needs.
Simply visit iReceivables.moodmedia.com to get started!

**This email and any attachments may contain private or confidential information for the sole use of the intended recipient. If you are not the intended recipient, please contact the sender immediately and delete the email and attachments from your system. Review, duplication or further distribution of this email (including all attachments) by any person other than the intended recipient is prohibited by the sender.*

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/13/13

Contract/Lease Control #: C03-0885-TDC

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: MUZAK

Lessor: _____

Effective Date: 2/12/2003

Term: EXPIRES 2/12/2018

Description of Contract/Lease: TELEPHONE MESSAGE MARKETING

Department Manager: TDC

Department Monitor: D.O. Byrne

Monitor's Telephone #: 651-7131

Monitor's FAX #: 651-7149

Date Closed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA, Inc. 1560 Sawgrass Corporate Pkwy. Suite 300 Sunrise, FL 33345-9010		CONTACT NAME:	
05480 -Muzak-GAWU-17-18 Muzak		PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Sentry Casualty Company	28460
		INSURER B : Sentry Insurance A Mutual Co	24988
		INSURER C : Navigators Insurance Company	42307
		INSURER D : Fireman's Fund Insurance Co.	21873
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-004210993-20 **REVISION NUMBER:** 1

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		90-18106-07	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		90-18106-08	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		NY17UMR719561IV	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000
D	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MHX 00032291759	12/01/2017	12/01/2018	AGGREGATE \$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, ma)
PFC # 900-035899.

Contract # C03-0885-TDC
MUZAK
AUDIO ARCHITECTURE MARKETING
EXPIRES: 02/12/2018

CERTIFICATE HOLDER Emerald Coast Convention Center Okaloosa County BOCC 1250 Miracle Street Parkway Fl. Walton Beach, FL 32548	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2017

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PRODUCER Marsh USA, Inc. 1560 Sawgrass Corporate Pkwy. Suite 300 Sunrise, FL 33345-9010 05480 -Muzak-GAWU-17-18	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Sentry Casualty Company</td> <td style="text-align: center;">28460</td> </tr> <tr> <td>INSURER B : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER C : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER D : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentry Casualty Company	28460	INSURER B : N/A	N/A	INSURER C : N/A	N/A	INSURER D : N/A	N/A	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Sentry Casualty Company	28460														
INSURER B : N/A	N/A														
INSURER C : N/A	N/A														
INSURER D : N/A	N/A														
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: ATL-004209231-30 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			90-18106-07	12/01/2017	12/01/2018	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$			\$	
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$																
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C03-0885-TDC
MUZAK
TELEPHONE MESSAGE MARKETING
Expires: 2/12/2018

CERTIFICATE HOLDER TDC Visitors Welcome Center Attn: Nancy Hussong 1540 Miracle Strip Pkwy SE Fort Walton Beach, FL 32548	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1560 Sawgrass Corporate Pkwy. Suite 300 Sunrise, FL 33345-9010 05480 -Muzak-cas-15-16	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentry Casualty Company	NAIC # 28460
	INSURER B: N/A	NAIC # N/A
	INSURER C: N/A	NAIC # N/A
	INSURER D: N/A	NAIC # N/A
	INSURER E:	
	INSURER F:	

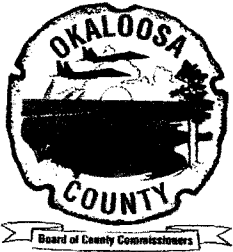
COVERAGES **CERTIFICATE NUMBER:** ATL-003627236-24 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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							PERSONAL & ADV INJURY	\$ 1,000,000
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								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Emerald Coast Conference Center Attn: Nancy Hussong 1250 Miracle Strip Pkwy SE Fort Walton Beach, FL 32548	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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Board of County Commissioners Purchasing Department

State of Florida

CONTRACT # C03-0885-TDC
MUZAK
TELEPHONE MESSAGE MARKETING
EXPIRES: 02/12/2018

January 9, 2013

CONTRACT/LEASE RENEWAL FORM

pmw
MUZAK HOLDINGS, LLC
3318 LAKEMONT BLVD
FORT MILL SC 29708

~~CONTRACT # C03-0886-TDC
MUZAK
AUDIO ARCHITECTURE MARKETING
EXPIRES: 02/12/2014~~

RE: **CONTRACT RENEWALS**

The Okaloosa County Tourist Development Department wishes to renew the subject contracts/leases, #C03-0885-TD10-40 and #C03-0886-TD10-41 for an additional term. The contract renewal period will be 02/12/2013 to 02/12/2014.8.

The attached Muzak Certificate(s) of Insurance are for the contract renewal period listing Okaloosa County as co-insured.

COUNTY REPRESENTATIVE

AUTHORIZED COMPANY REPRESENTATIVE

TOURIST DEVELOPMENT DEPARTMENT

Contractor: MUZAK, LLC

Signature: *Daniel O'Byrne*

Signature: *Peggy Walker*

Approved By: DANIEL O'BYRNE *Richard L. ...*
05-12-13

Approved By: Peggy Walker

Title: DIRECTOR

Title: Client Adm

Date: 1/11/13

Date: 2-12-13

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K, County Administrator <\$50K or BCC Chairman >\$50K, as necessary. Make sure the company provides a current Certificate of Insurance. (If applicable)
- 2) Keep a copy of this form for your records.
- 3) Send original to; Jack Allen, Purchasing Services Manager.

If you have any questions please contact Jack Allen at 850-689-5960, Fax-850-689-5998, e-mail: jallen@co.okaloosa.fl.us

RECEIVED MAR 08 2013

EXHIBIT D

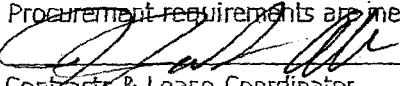
12

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: C03-0885-TDC + Tracking Number: 555-13
C03-0886-TDC
 Contractor/Lessee Name: Muzak, LLC.
 Purpose: VOICE Service / Music Service
 Date/Term: 2/12/13 - 2/12/18
 Amount: \$46.23 & \$77.88 monthly
 Department: TDD
 Dept. Monitor Name: D. O'Byrne / N. Hussong

- 1. GREATER THAN \$50,000
- 2. GREATER THAN \$25,001
- 3. \$25,000 OR LESS

Purchasing Review

Procurement requirements approved:

 Contracts & Lease Coordinator

Date: 3/5/13

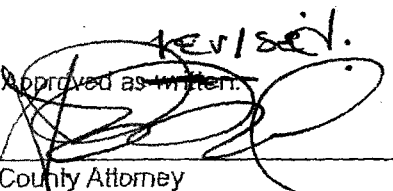
Risk Management Review

Approved as written:

 Risk Management Director

Date: 3/6/2013

County Attorney Review

~~Approved as written.~~
 Revised.

 County Attorney

Change # 5 - (delete)

Date: 3/14/13

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager

Date: _____

Jack Allen

555-13

From: John Dowd
Sent: Tuesday, April 09, 2013 4:21 PM
To: Jack Allen
Cc: Daniel O'Byrne
Subject: FW: Okaloosa County Contract Renewal/Revised Agreement

Jack:

As you can tell from the below, I've withdrawn my objection to the 555-13.

Thanks,

John

From: John Dowd
Sent: Tuesday, April 09, 2013 3:30 PM
To: Nancy Hussong
Cc: Bill Leaman
Subject: RE: Okaloosa County Contract Renewal/Revised Agreement

Nancy:

I've reviewed the contract renewal agreement again. We can probably live with it. The indemnity is for royalties or performing rights occasioned by our misuse of the brand service by transmitting, retransmitting, or amplifying beyond our service location. Hopefully, we have the ability to prevent that from occurring.

Thanks,

John

From: Nancy Hussong
Sent: Tuesday, April 09, 2013 2:25 PM
To: John Dowd
Subject: FW: Okaloosa County Contract Renewal/Revised Agreement

John

Received the following from Tonya Staton of Muzak [tonya.staton@moodmedia.com] in response to the request to delete Section 5 of the TDD Contract Renewal Agreement. Please let me know if a 60-day written notice of cancellation needs to be issued. Thank you again.

Nancy Hussong, Research & Development Manager
Okaloosa County Tourist Development Department
Emerald Coast Convention & Visitors Bureau, Inc.
850-609-5387 Cell 850-585-1252 Fax 850-651-7149 | Toll Free 800-322-3319
EMERALDCOASTFL.COM

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.



MUZAK® MUSIC AND VOICESM SERVICE STATEMENT OF WORK, DATED February 1, 2013 ("SOW Date")

muzak

Subscriber Name: TDC Visitors Welcome Center
 Primary Contact: Doug Ahern
 Phone: 850-651-7131 Fax: _____
 Email: dahern@co.okaloosa.fl.us

Service Location Street: 1540 Miracle Strip Pkwy SE
 City, State: Fort Walton Beach, Florida
 County: Okaloosa Zip: 32548
 Phone: _____ See Multi-Location Addendum

Select Billing Period for Recurring Charges:
 Annual Semi-annual Quarterly Monthly
 Select Payment Method:
 Automatic Bank Draft Automatic Credit Card Charge
 Paper Invoice (a \$3 fee applies to each monthly paper invoice)

Mail Paper Invoice to the attention of: Same as Subscriber
 Street or PO Box: _____
 City, State, Zip: _____
 MUZAK AE: Tonya Staton

SUBSCRIBER AGREES TO PURCHASE THE FOLLOWING SERVICES AND TO LEASE OR PURCHASE THE FOLLOWING EQUIPMENT FOR EACH SERVICE LOCATION:

**CONTRACT # C03-0885-TDC
 MUZAK
 TELEPHONE MESSAGE MARKETING
 EXPIRES: 02/12/2018**

One (1) IP Broadband Device (internet service provided by Subscriber)
 One (1) Media Playback Device
 Additional Receivers / Devices Required: # _____

VOICESM SERVICE

In-Store: _____ Updates/Year: # _____
 On-Hold: _____ Updates/Year: # _____
 Website Audio: _____ Updates/Year: # _____

Service Platform:
 One (1) Satellite Dish & One (1) Satellite Receiver
 One (1) IP Broadband Device (internet service provided by Subscriber)
 One (1) Media Playback Device
 No Service Platform Required Additional Receivers/Devices: # _____

SERVICE PLATFORMS Lease Service Platform(s) Purchase Service Platform(s)
 ADD SOUND SYSTEM EQUIPMENT LEASE

DROP SHIP OR TECH INSTALL Drop-Ship Leased Equipment (Subscriber Installs) Leased Equipment Installation by Muzak Technician
 PRODUCT SUPPORT PLAN ("PSP") Add (incl. Service Platforms and Leased Sound Equipment) Decline (Bill all support & maintenance on Time & Materials basis)

AE NOTES: Re-contract - Voice On-Hold (4 Updates per year) via VOIP - No Rate Increase for Initial Term

SUBSCRIPTION PERIOD: The Subscription Period for each new Service Location is sixty (60) months from either the date that Muzak installs the Service Platform at such Service Location or the date that is seven days following the date that Muzak ships the Service Platform to such Service Location, as applicable. The Subscription Period for each previously installed Service Location for which Subscriber is renewing the Service(s) is sixty (60) months from the SOW Date. The Subscription Period applicable to any given Service Location will automatically renew for successive sixty (60) month periods, unless one party gives the other party Notice (defined in Section 13 of the General Terms) to cancel the automatic renewal applicable to such Service Location at least 90 days prior to expiration of the then current Subscription Period for such Service Location.

FEEs: Subscriber agrees to pay the following one-time and recurring monthly charges per Service Location, in addition to other amounts payable under the Agreement. Line item amounts control over aggregate total amounts.

Recurring Monthly Charges ("RMC")	
a. Music Service Total (all zones):	\$ _____
b. VOICE Service Total:	\$ <u>46.23</u>
c. Service Platform Lease Total:	\$ _____
d. Sound System Lease Total:	\$ _____
e. PSP Total	\$ _____
f. Other	\$ _____
TOTAL RMC	\$ <u>46.23</u>

One-Time Charges	
a. Service Platform Purchase:	\$ _____
b. Service Platform Drop Ship/Activation:	\$ _____
c. Leased Equipment Tech Installation:	\$ _____
d. One-Time VOICE Production Fee:	\$ _____
e. Initialization Charge:	\$ <u>19.99</u>
TOTAL ONE TIME CHARGES:	\$ _____
Deposit Collected: \$	_____
BALANCE DUE:	\$ _____

EACH PARTY, BY ITS AUTHORIZED SIGNATURE BELOW, AGREES TO AND ACCEPTS THIS SOW AND RATIFIES THE TERMS OF THE MASTER PURCHASE AGREEMENT, HEREIN INCORPORATED.

SUBSCRIBER: [Signature]
Signature of Authorized Representative

MUZAK LLC: [Signature]
Signature of Authorized Representative

Printed Name/Title: Richard C. Brennan, Purchasing Director

Printed Name/Title: Page Walker, VP Administration

Rev.8.28.12

05-13-13



muzak

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement ("**Agreement**") is made by and between Muzak LLC ("**Muzak**") and the below-named business ("**Subscriber**") on the Agreement Effective Date. The Agreement consists of: (1) the terms and conditions below ("**General Terms**"); (2) each written Statement of Work ("**SOW**") signed by both parties; and (3) any written changes to the General Terms or an SOW signed by both parties. **IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THE AGREEMENT, THE PARTIES AGREE TO THESE GENERAL TERMS:**

1. SERVICES Subscriber agrees to purchase, and Muzak agrees to provide, certain audio, video, audio-video or environmental scent services ("**Brand Services**") or installation, maintenance, support or consulting services ("**Ancillary Services**") described in any given SOW for the applicable subscription period in accordance with the terms and conditions of the Agreement. The Brand Services and Ancillary Services may together be referred to as the "**Services**." Muzak will pay applicable royalties owed to copyright holders or their agents, including performing rights fees owed to ASCAP, BMI and SESAC, for any subscription music service provided by Muzak and replayed by Subscriber at its business locations as permitted by Section 5 below. VOICESM Service includes script writing, voice talent and licensed music.

2. STATEMENTS OF WORK Services and Equipment will be sold and purchased or leased, as applicable, by the parties' execution of one or more SOW's. Each SOW will include a description of the Services and Equipment, the subscription/lease period, Subscriber's location(s) where Services will be performed, received or used ("**Service Location(s)**"), prices, fees and any other applicable terms. Subscriber hereby grants Muzak the right to enter Service Location(s) to provide Services and Equipment.

3. EQUIPMENT Subscriber agrees to purchase or lease from Muzak any equipment required to receive, use or replay Brand Services ("**Service Platform(s)**") at the Service Location(s). Subscriber may also purchase or lease other equipment from Muzak (e.g., speakers, amplifiers, video displays) ("**Ancillary Equipment**"). The Service Platforms and Ancillary Equipment may together be referred to as the "**Equipment**." Subscriber, at its sole expense, shall supply and maintain, any other equipment or communications or internet connections, required to receive, use or replay the Services. If music service is delivered via a satellite receiver equipped with media backup capability, then \$1.00 of the recurring monthly charge for the music service is attributable to such capability for each such receiver.

a. Purchased Equipment. Title, ownership and risk of loss of Equipment purchased by Subscriber ("**Purchased Equipment**") shall pass from Muzak to Subscriber at Muzak's point of shipment or, if Muzak installs Purchased Equipment, upon completion of installation by Muzak. All sales of Purchased Equipment customized to Subscriber's specifications are final and not subject to cancellation. Other sales may be cancelled only if Muzak receives written notice of such cancellation from Subscriber at least 24 hours before the scheduled ship date or, if Muzak is installing the Purchased Equipment, the scheduled installation date, and Subscriber pays all restocking charges.

b. Leased Equipment. Title to Equipment leased by Subscriber from Muzak ("**Leased Equipment**") shall remain in Muzak. Except as otherwise stated below, Subscriber shall have no interest in any Leased Equipment other than a right to use it with the Services. Subscriber shall reimburse Muzak for any loss or damage to Leased Equipment occurring while it is installed at the Service Location(s), except to the extent loss or damage is caused by employees or contractors of Muzak ("**Muzak Personnel**"). Within 60 days following expiration or termination of any SOW ("**Removal Period**"), Subscriber shall return to Muzak all leased receivers, playback devices, amplifiers, video displays and other non-wired equipment in good operating condition or pay Muzak the purchase price for replacement equipment. During the Removal Period, Muzak may remove from

the Service Location(s) Leased Equipment that is wired to the premises, such as satellite dishes and speakers. Title to any such Leased Equipment that Muzak fails to remove within the Removal Period shall transfer to and vest wholly in Subscriber immediately upon expiration of the Removal Period. Subscriber shall thereafter have full responsibility for such equipment.

c. Installation of Equipment. Subscriber agrees to obtain and pay for any third-party approvals required for installation of Equipment (e.g., landlord, local permits). Installation of Equipment may require alteration of certain surfaces of a Service Location (e.g., nail or screw holes). Muzak has no obligation to repair or restore any altered surface to its original condition. However, Muzak is responsible for any damage to Subscriber's premises caused by the negligence of Muzak Personnel.

4. PRODUCT SUPPORT Muzak will provide help desk support to answer questions or respond to problems relating to Muzak products at no additional charge. If the reported problem cannot be resolved over the telephone, Muzak will schedule an on-site service call. If the problem relates to Services or Equipment for which Subscriber has purchased a product support plan ("**PSP**"), Muzak will perform such on-site service call and provide any necessary replacement parts at no additional charge. If Subscriber did not purchase a PSP for the Services or Equipment experiencing a problem, Subscriber agrees to pay Muzak for each on-site service call and necessary replacement parts on a time and materials basis at then current local rates and charges. PSP's exclude support required as a result of or arising from improper use, misuse or abuse of Services or Equipment; lightning or other perils of nature; fire; vandalism; power surges; communications or network failures; acts or omissions of third parties; products or services provided by third parties; or any other event or cause outside of Muzak's control.

5. AUTHORIZED USE OF BRAND SERVICES Subscriber shall ensure that no Brand Service is transmitted, re-transmitted or amplified beyond the Service Location(s) or copied or modified in any manner or by any means. Muzak does not pay royalties or performing rights fees for any music used by Subscriber in the following ways; and Subscriber agrees to indemnify and hold Muzak, its licensors, suppliers and affiliated parties ("**Muzak Parties**") harmless from and against such fees: (a) music used by a DJ or VJ or to displace a live orchestra; (b) music used in areas of a Service Location where an admission fee is charged; (c) music used to accompany dancing, bowling, skating or instructed health club classes; or (d) music included in commercial television programming or digital signage services.

6. LICENSES Services and Equipment contain materials and works owned by one or more Muzak Parties and may be subject to intellectual property rights protection, such as patents and copyrights. Subscriber shall not reverse engineer, decompile, create derivative works of or remove any software or firmware installed on or embedded in the Equipment. Muzak grants to Subscriber a non-exclusive, non-transferable, limited right and license to receive, use and replay the Brand Services via the Service Platforms at the Service Location(s) for the subscription period. Subscriber does not own any media provided by Muzak, but receives only a right to use media to receive Brand Services until the next programming update is provided. Media may be programmed to automatically time out to comply with licensing terms, and Subscriber agrees to return all media to Muzak within

20 days following expiration or termination of the applicable SOW. If Services include access to a website or host server, Muzak will give Subscriber confidential pass codes for access. Subscriber agrees to protect the confidentiality of the access codes, share them only with Subscriber personnel who need to know them to utilize the Services and notify Muzak immediately if Subscriber suspects they have been compromised.

7. TERM The term of the Agreement shall commence on the Agreement Effective Date and shall continue in full force and effect so long as any SOW shall remain in effect. Expiration or termination of any given SOW shall not affect the validity or enforceability of any other SOW or these General Terms.

8. FEES & PAYMENT Subscriber agrees to pay Muzak all fees and charges set forth on each and every SOW in the manner selected by Subscriber on the SOW. One-time charges are payable as they are incurred, except that charges for Purchased Equipment that Muzak does not install are due and payable prior to shipment. Recurring charges are due and payable on the first day of the billing period to which the charges relate. All amounts due and payable by Subscriber under the Agreement will be invoiced, automatically deducted from Subscriber's bank account or charged to Subscriber's credit card, as elected by Subscriber. Subscriber shall notify Muzak in advance of any changes to Subscriber's billing information. If Subscriber elects to receive monthly invoices, or if Muzak does not receive any automated payment for any reason and Muzak then sends Subscriber an invoice for amounts payable, a \$3.00 processing fee per invoice applies. Interest shall accrue on unpaid balances at a rate of 1.5% per month unless a lower rate is prescribed by law. Subscriber expressly agrees to reimburse Muzak for costs incurred by Muzak to collect past due balances.

9. OTHER CHARGES Subscriber is solely responsible for and will pay the following additional amounts arising from the Agreement, as may be applicable: (i) costs to ship Equipment or media; (ii) sales, use, excise, value-added or other taxes (excluding taxes on Muzak's income); (iii) incremental increases for music performance rights; (iv) charges unique to a Service Location to enable receipt of Services or Equipment installation, e.g., lift rentals, telephone lines, internet access, premium wiring, costs to obtain permits or roof rights and union labor; (v) lost, damaged or unreturned media; and (vi) time and materials charges for any services requested that are not included on an SOW. Following the first anniversary of the Agreement Effective Date, Muzak may increase the recurring charges once annually in an amount not to exceed 10% of the then current recurring monthly charges.

10. DEFAULT If Subscriber breaches any obligation under the Agreement and fails to cure such breach within 30 days after Muzak gives Subscriber Notice (defined below) of such breach, then Muzak may suspend or discontinue all services, declare the entire contract balance immediately due and payable as liquidated damages and enter the Service Location(s) to remove Leased Equipment. If Muzak has to enforce its rights through legal action, Subscriber agrees to reimburse Muzak for its costs and reasonable attorneys' fees if Muzak is the prevailing party.

11. AUTHORIZATIONS Subscriber authorizes Muzak to check Subscriber's credit, publicly identify Subscriber as a Muzak customer and send Subscriber special offers and product information from time to time via telephone, email or fax. Muzak will stop sending promotional offers upon receipt of a Notice to discontinue from Subscriber.

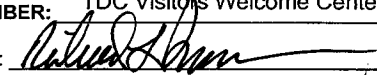
12. DISCLAIMERS & LIMITATIONS Ancillary Services will be performed in a workmanlike manner in accordance with industry standards. Except for the foregoing warranty and as otherwise set forth in any SOW or any published warranty for Purchased Equipment, all Services and Equipment are provided "AS IS" and without warranties of any kind, express or implied by law. The Muzak Parties shall not be responsible for (i) failures or delays in

performance resulting from acts or omissions of Subscriber or third parties unrelated to Muzak or events that occur outside the control of Muzak, such as strikes, embargoes, inability to procure necessary licenses, transportation or goods, governmental changes, labor strikes, perils of nature, communications failures, power surges, terrorist acts or national emergencies; (ii) indirect damages of any kind, including without limitation, consequential (e.g., lost profits and lost savings) and incidental damages, even if such damages were foreseeable and irrespective of the type of claim; (iii) cover, punitive and exemplary damages; or (iv) liability related to equipment transferred to Subscriber upon expiration of the Removal Period per Section 3(b) above. In no event shall the liability of the Muzak Parties for any given claim arising from the Agreement exceed an amount equal to the last 12 months of recurring charges paid by Subscriber under the SOW giving rise to such claim. Subscriber waives any rights under applicable law to take legal action against the Muzak Parties more than 12 months following the date the events giving rise to the claim occur. The terms of this Section 12 shall apply even if any remedy undertaken by Muzak fails of its essential purpose. The parties agree that these disclaimers and limitations of liability reflect a negotiated allocation of risks between them and are an essential part of the consideration received by Muzak to perform.

13. GENERAL The Agreement is the complete understanding of the parties and supersedes all prior agreements, warranties and representations relating to the Services and Equipment. All changes to the General Terms or any SOW must be agreed to in writing by the parties; however, if any licenses or rights required for Muzak to provide the Services or Equipment are modified or terminated, Muzak may modify the Agreement to the extent required to comply with the licenses or may terminate the Agreement on not less than 30 days Notice to Subscriber. Handwritten changes to the General Terms are deemed void when made and shall have no force or effect. If any given term is held to be invalid or unenforceable, such invalidity will not affect the rest of the Agreement. The Agreement shall be governed by the laws of the state of South Carolina, excluding any conflicts of law provisions. Subscriber may not assign the Agreement in whole or part without Muzak's prior written consent, but Muzak will not unreasonably withhold its consent. No sale, transfer, closure or change in Subscriber's business will affect Subscriber's obligations. To be effective, notices must be in writing and sent by a nationally recognized delivery service with delivery confirmation required or by certified mail, return receipt requested with postage prepaid to Muzak at Muzak LLC, ATTN: Inside Direct Sales, 3318 Lakemont Blvd, Fort Mill SC 29708 or to Subscriber at the mailing address set forth below (each, a "Notice"). Subscriber agrees that Muzak may also send Notices to Subscriber at Subscriber's email address below, so long as Muzak receives an electronic receipt confirmation. By signing below, Subscriber accepts and agrees to be legally bound to the General Terms; and the General Terms are deemed effective immediately. The parties expressly agree that electronic means may be used to execute and transmit the Agreement; and all such electronically executed and/or transmitted copies of the Agreement shall be enforceable and have the same legal validity and effect as signed originals of the Agreement.

"Agreement Effective Date:" February 1, 20 13

SUBSCRIBER: TDC Visitors Welcome Center

Signature: 

Printed Name: RICHARD L. DAHERN

Title: PURCHASES & DIRECTOR 05-13-13

Notice Address: 1540 Miracle Strip Pkwy SE
Fort Walton Beach, FL 32548

Subscriber Email: dahern@co.okaloosa.fl.us

MUSIC SERVICE AGREEMENT

CONTRACT: TELEPHONE MESSAGE MARKETING

CONTRACT NO.: C03-0885-TD5-40

MUZAK

EXPIRES: 2/11/2008

Date of Agreement 1/30/02
Subscriber Name TPC Visitors Welcome
Subscriber Address ("Premises") Center
Address 1540 Miracle Strip Pkwy SE
City Ft Walton Beach State FL Zip 32548
Telephone 850-651-7131
Facsimile 651-7149

Installation/Recontract Date
Note: Agreement term commences upon installation/recontract date
Billing Address
Address 1540 MIRACLE STRIP PKWY SE
City FWB State FL Zip 32548
Telephone 850-651-7131
Facsimile 850-651-7149



1. SERVICES

During the term of this Agreement, Muzak agrees to provide to the Subscriber, at the Premises, the following Services (the "services"):
Voice - Audio Marketing On hold - Monthly Quarter
Productions, up to 4 minutes per production
Muzak reserves the right to change, delete, or add to the music programs and/or programming included in the services at any time.
Using messages at conference centers.
same

2. EQUIPMENT

The following equipment shall be installed at the Premises for the receipt of the Services:

Purchased Equipment (see attached Purchase Agreement):

Muzak-Provided Equipment: Message repeater - duplicate messages

3. FEES

In consideration of the Services and equipment to be provided as set forth above, Subscriber shall pay Muzak as follows:

- a. An equipment installation charge of \$ 95.00 Set-up On-Premises
b. A one-time equipment installation charge of \$
c. A recurring monthly service charge of \$ 30.00
Fees payable in advance of each: month
d. A one-time opening tape library charge of \$ for tapes
e. A down payment of \$
f. Maintenance monthly service charge of \$

4. CONTRIBUTION - MUZAK HEART & SOUL FOUNDATION

Music education can change the life of a disadvantaged child by giving him or her the chance to grow intellectually, economically, and spiritually.

We want to give the gift of a future filled with music by supporting the Muzak Heart & Soul Foundation with a monthly contribution.

- \$2 month
\$5 month
\$10 month
Annual Gift (specify amount) \$

5. TERM

Client may terminate the agreement w/ 60 days written
This agreement shall remain in effect for an initial term of sixty (60) months from the Installation Date and shall be automatically renewed for subsequent sixty (60) month terms unless terminated at the end of any term by either party by providing written notice to the other party by certified mail at least ninety (90) days prior to the expiration of the initial or any subsequent term.

6. CONTINUATION OF AGREEMENT

The terms and conditions set forth on the reverse side are part of this Agreement. This Agreement shall become binding on the parties hereto when signed by Subscriber and accepted and approved by Muzak.

Muzak LLC

Account Executive Signature - Accepted
Kimberly Scott 259-5187
Print Name

Subscriber

BCC OKALOOSA COUNTY, FL
Company Name
Authorized Signature
2/12/2003

CONTRACT: TELEPHONE MESSAGE MARKETING SERVICE
CONTRACT NO.: C03-0885-TD10-40
MUZAK
EXPIRES: 2/11/2013

RICHARD BRANNON
Print Name
PURCHASING DIRECTOR
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 4400 Comerica Bank Tower 1717 Main Street, Ste. 4400 Dallas, TX 75201-7357 05480 -Muzak-cas-14-15 Muzak	RECEIVED DEC 08 2014 ECCC	CONTACT NAME: _____ PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____													
		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER B : Sentry Insurance A Mutual Co</td> <td>24988</td> </tr> <tr> <td>INSURER C : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER D : Fireman's Fund Insurance Co.</td> <td>21873</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentry Casualty Company	28460	INSURER B : Sentry Insurance A Mutual Co	24988	INSURER C : Navigators Insurance Company	42307	INSURER D : Fireman's Fund Insurance Co.	21873	INSURER E :	
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INSURER D : Fireman's Fund Insurance Co.	21873														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** ATL-003248088-08 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			90-18108-07	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			90-18106-08	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			GA14UMR7195611V	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000
D	<input type="checkbox"/> CLAIMS-MADE			MHX00015139108	12/01/2014	12/01/2015	AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-18106-05 (AOS)	12/01/2014	12/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A				90-18106-06 (WI)	12/01/2014	12/01/2015	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PFC # 900-035899.

CERTIFICATE HOLDER Emerald Coast Convention Center Okaloosa County BOCC 1250 Miracle Street Parkway Ft. Walton Beach, FL 32548 CO3-0485-TDC	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 4400 Comerica Bank Tower 1717 Main Street, Ste. 4400 Dallas, TX 75201-7357 05480 -Muzak-cas-14-15	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Sentry Casualty Company		28460
INSURER B : N/A		N/A
INSURER C : N/A		N/A
INSURER D : N/A		N/A
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** ATL-003248976-21 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			90-18106-07	12/01/2014	12/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Emerald Coast Conference Center Attn: Nancy Hussong 1250 Miracle Strip Pkwy SE Fort Walton Beach, FL 32548 03-0885-TDC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2014

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PRODUCER Marsh USA Inc. 4400 Comerica Bank Tower 1717 Main Street, Ste. 4400 Dallas, TX 75201-7357 05480 -001.-PROP-14-15		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Sentry Casualty Company NAIC # 28460 INSURER B: Sentry Insurance A Mutual Co 24988 INSURER C: N/A N/A INSURER D: N/A N/A INSURER E: N/A N/A INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-003253206-10 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			90-18106-07	12/01/2014	12/01/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			90-18106-08	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-18106-05 (AOS)	12/01/2014	12/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A			N/A	90-18106-06 (WI)	12/01/2014	12/01/2015		
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER OKALOOSA COUNTY PURCHASING, JACK ALLEN 1540 MIRACLE STRIP PKWY S FORT WALTON BEACH, FL 32548	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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C03-0885-TDC



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Muzak LLC d/b/a Mood Media 1703 W. 5th Street, Suite 600 Austin, TX 78703	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other property deductibles may apply as per policy terms and conditions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2016

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PRODUCER *Marsh USA, Inc. 1560 Sawgrass Corporate Pkwy. Suite 300 Sunrise, FL 33345-9010 05480-001-PROP-16-17	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Muzak LLC d/b/a Mood Media 1703 W. 5th Street, Suite 600 Austin, TX 78703	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentry Casualty Company		28460
	INSURER B : Sentry Insurance A Mutual Co		24988
	INSURER C : N/A		N/A
	INSURER D : N/A		N/A
	INSURER E : N/A		N/A
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** ATL-003848483-16 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-18106-07	12/01/2016	12/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			90-18106-08	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-18106-05 (AOS)	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A	<input checked="" type="checkbox"/> N <input type="checkbox"/> Y		N/A	90-18106-06 (WI)	12/01/2016	12/01/2017	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

12-12-16 08:29 RCVD

C03-0885-TDC

CERTIFICATE HOLDER OKALOOSA COUNTY PURCHASING, JACK ALLEN 1540 MIRACLE STRIP PKWY S FORT WALTON BEACH, FL 32548	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER *Marsh USA, Inc. 1560 Sawgrass Corporate Pkwy. Suite 300 Sunrise, FL 33345-9010 05480-001-PROP-16-17	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Muzak LLC d/b/a Mood Media 1703 W. 5th Street, Suite 600 Austin, TX 78703	INSURER A : Sentry Casualty Company		28460
	INSURER B : Sentry Insurance A Mutual Co		24988
	INSURER C : N/A		N/A
	INSURER D : N/A		N/A
	INSURER E : N/A		N/A
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** ATL-003848483-16 **REVISION NUMBER:** 2

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							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
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