

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/30/2022

Contract/Lease Control #: C03-0886-TDC

Procurement#: N/A

Contract/Lease Type: AGREEMENT-CONTRACT

Award To/Lessee: MOOD MEDIA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/18/2018

Expiration Date: 02/12/2023

Description of: AUDIO ARCHITECTURE MARKETING

Department: TDC

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/26/2018

Contract/Lease Control #: C03-0886-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: AUDIO ARCHITECTURE MARKETING

Department: IDC

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)
02/01/2022

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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Muzak LLC d/b/a Mood Media 2100 S IH-35 Frontage Road, Suite 201 Austin TX 78704 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	The Travelers Indemnity Co of America	25666
	INSURER B:	The Charter Oak Fire Insurance Company	25615
	INSURER C:	Travelers Property Cas Co of America	25674
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091475686 **REVISION NUMBER:**

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<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:	Y		63095532800	12/01/2021	12/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							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
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 0T03251A	12/01/2021	12/01/2022	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP0T15033A	12/01/2021	12/01/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB0T051222	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570091475686

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract #C03-0886-TDC. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the workers' compensation policy.

CONTRACT#: C03-0886-TDC
MOOD MEDIA (FORMERLY MUZAK)
AUDIO ARCHITECTURE MARKETING
EXPIRES : 02/12/2023

CERTIFICATE HOLDER Okaloosa County BOCC Attn: Lianne Clark 101 E. James Lee Blvd., Room 108 Crestview FL 32536 USA	CANCELLED SH EX POL
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>



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 326132

Dear Mood Media

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C03-0886-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 \$934.56 + 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

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: [Handwritten Signature]

Contractor: Mood Media

Date: 1/22/18

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

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

Date: 1/25/18

Title: Legal Assistant

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

Date: _____

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.







Emerald Coast Okaloosa County Mood Renewal ECCC 2018

Adobe Sign Document History

01/08/2018

Created:	01/08/2018
By:	Sharon Costner (sharon.costner@moodmedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs-VB11y2C9DQZ10_eBA-SkNpHzkqXd0N

"Emerald Coast Okaloosa County Mood Renewal ECCC 2018" History

-  Document created by Sharon Costner (sharon.costner@moodmedia.com)
01/08/2018 - 10:00:08 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 - 10:01:34 AM PST- IP address: 209.253.248.129
-  Document e-signed by Sharon Costner (sharon.costner@moodmedia.com)
Signature Date: 01/08/2018 - 10:01:34 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 - 10:01:34 AM PST

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

Procurement/Contract/Lease Number: CO3-0886-TOC Tracking Number: 2182-18
Procurement/Contractor/Lessee Name: Mood Media Grant Funded: YES ___ NO
Purpose: Renewal
Date/Term: 2/13/18 - 2/12/2023 1. GREATER THAN \$100,000
Amount: 934.56 + tax 2. GREATER THAN \$50,000
Department: TOO 3. \$50,000 OR LESS
Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:

Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young Date: 1/26/18

2CFR Compliance Review (if required)

Approved as written:

Grants Coordinator Renee Biby Date: 1/26/18

Risk Management Review

Approved as written:

Risk Manager or designee Laura Porter or Krystal King Date: 1/26/18

County Attorney Review

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

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 #: C03-0886-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: AUDIO ARCHITECTURE MARKETING

Department Manager: TDC

Department Monitor: D. D'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.

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 33346-9010		CONTACT NAME:	
05480 -Muzak-GAWU-17-18 Muzak		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Muzak LLC d/b/a Mood Media 1703 W. 5th Street, Suite 600 Austin, TX 78703		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Sentry Casualty Company	NAIC # 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

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 INSP 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 <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED 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		NY17UMR7195611V	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
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	90-18106-05 (AOS) 90-18106-06 (WI)	12/01/2017 12/01/2017	12/01/2018 12/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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, ma)
PFC # 900-035899.

Contract # C03-0886-TDC
MUZAK
AUDIO ARCHITECTURE MARKETING
EXPIRES: 02/12/2018

CERTIFICATE HOLDER Emerald Coast Convention Center Okaloosa County BOCC 1250 Miracle Street Parkway Ft. 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)
11/22/2017

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.

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 05480 -Muzak-GAWU-17-18	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 : N/A		N/A
	INSURER C : N/A		N/A
	INSURER D : N/A		N/A
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** ATL-004209230-31 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

C03-0886-TDC
MUZAK
AUDIO ARCHITECTURE MARKETING
Expires: 2/12/2018

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>
--	--



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 -Muzak-cas-16-17 Muzak INSURED Muzak LLC d/b/a Mood Media 1703 W. 5th Street, Suite 600 Austin, TX 78703	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">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 :		INSURER F :	
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 :															
INSURER F :															

RECEIVED
DEC 08 2016
ECCC

COVERAGES **CERTIFICATE NUMBER:** ATL-003628495-15 **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 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 <input type="checkbox"/> 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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED 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) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			NY16UMR719561V MHX 00058071945	12/01/2016 12/01/2016	12/01/2017 12/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B A	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) 90-18106-06 (WI)	12/01/2016 12/01/2016	12/01/2017 12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
 PFC # 900-035899.

CERTIFICATE HOLDER Emerald Coast Convention Center Okaloosa County BOCC 1250 Miracle Street Parkway Ft. 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 Muzak	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	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: Navigators Insurance Company 42307	
	INSURER D: Fireman's Fund Insurance Co. 21873	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-003628495-11 **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 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	12/01/2015	12/01/2016	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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			90-18106-08	12/01/2015	12/01/2016	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 <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GA15UMR719581QN MHX00024503070	12/01/2015 12/01/2015	12/01/2016 12/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-18106-05 (AOS) 90-18106-06 (WI)	12/01/2015 12/01/2015	12/01/2016 12/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
 PFC # 900-035899.

CERTIFICATE HOLDER **CANCELLATION**

Emerald Coast Convention Center Okaloosa County BOCC 1250 Miracle Street Parkway Ft. Walton Beach, FL 32548	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>
--	--



Board of County Commissioners Purchasing Department

State of Florida

~~CONTRACT # C03-0885-TDC
MUZAK
TELEPHONE MESSAGE MARKETING
EXPIRES: 02/12/2014~~

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: 02/12/2018

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: *Pagew. Walker*

Approved By: DANIEL O'BYRNE *Richards L. ...*

Approved By: Pagew. Walker

Title: DIRECTOR *05-12-13*

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 06 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 + \$77.86 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 are met: [Signature] Date: 3/5/13
 Contracts & Lease Coordinator

Risk Management Review

Approved as written: [Signature] Date: 3/6/2013
 Risk Management Director

County Attorney Review

Approved as written: [Signature] Date: 3/14/13
 County Attorney
 Revised: Change # 5 - (delete)

Following Okaloosa County approval:

Contract & Grant

Document has been received: _____ Date: _____
 Contracts & Grants Manager

555-13

Jack Allen

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")

Subscriber Name: Emerald Coast Conference Center

Primary Contact: Doug Ahern

Phone: 850-609-3880 Fax: _____

Email: dahern@co.okaloosa.fl.us

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)

Service Location Street: 1250 Miracle Strip Pkwy SE

City, State: Fort Walton Beach, Florida

County: Okaloosa Zip: 32548

Phone: _____ See Multi-Location Addendum

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:

MUSIC SERVICE

In-Store: _____ Extra Zones: # _____

On-Hold: _____

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

Additional Receivers / Devices Required: # _____

CONTRACT # C03-0886-TDC
MUZAK
AUDIO ARCHITECTURE MARKETING
EXPIRES: 02/12/2018

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 for Music Overhead - 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):	\$ <u>77.88</u>
b. VOICE Service Total:	\$ _____
c. Service Platform Lease Total:	\$ <u>included</u>
d. Sound System Lease Total:	\$ _____
e. PSP Total	\$ <u>included</u>
f. Other	\$ _____
TOTAL RMC	\$ <u>77.88</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: Richard L. Brennan Signature of Authorized Representative
 Printed Name/Title: Richard L. Brennan, Purchasing Director

MUZAK LLC: Page Walker Signature of Authorized Representative
 Printed Name/Title: Page Walker, VP Administration

05-17-17



m u z a k

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, 2013

SUBSCRIBER: Okaloosa County Purchasing

Signature:  05.13.13

Printed Name: Richard Brannon

Title: Director

Notice Address: 1250 Miracle Strip Pkwy SE
Fort Walton Beach, FL 32548

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

*30

CONTRACT: AUDIO ARCHITECTURE
MARKETING
CONTRACT NO.: C03-0886-TD5-41
MUZAK
2/11/2008

MUSIC SERVICE AGREEMENT

Date of Agreement 1/30/02
Subscriber Name Emerald Coast Conference Ctr.
Subscriber Address ("Premises") Conference Ctr.
Address 1250 Emerald Coast Pkwy SE
City Ft. Walton Bch State FL Zip 32548
Telephone (850)
Facsimile (850)

Installation/Recontract Date _____
Note: Agreement term commences upon installation/recontract date
Billing Address
Address 1540 Miracle Strip Pkwy SE
City Ft. Walton Bch 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"):

Audio Arch. tecture, Marketing on hold,
Quarterly production, 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.

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: Dish, Receiver, digital repeater

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
 \$ 195.00 Satellite \$ _____ On-Premises \$ 95.00 waived Other Set-up.
- b. A one-time equipment installation charge of \$ _____
- c. A recurring monthly service charge of \$ 120.00 ~~\$110.00~~
 Fees payable in advance of each: month quarter half year year
- d. A one-time opening tape library charge of \$ _____ for _____ tapes (_____ day rotation plan).
- 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 with 60 days written notice.
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

Print Name

K. Scott
Kimberly Scott

Subscriber

OKALOOSA COUNTY, FLORIDA BCC

Company Name

Authorized Signature

RICHARD BRANNON

Print Name

PURCHASING DIRECTOR

Title

[Signature] 2/12/2003

CONTRACT: AUDIO ARCHITECTURE
MARKETING SERVICE
CONTRACT NO.: C03-0886-TD10-41
MUZAK
EXPIRES: 2/11/2013



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	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
05480 -Muzak-cas-14-15	INSURER A : Sentry Casually Company	NAIC # 28460	
INSURED Muzak LLC d/b/a Mood Media 1703 W. 5th Street, Suite 600 Austin, TX 78703	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-003248977-20	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 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			90-18106-07	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
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							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	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							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 TDC Visitors Welcome Center Attn: Nancy Hussong 1540 Miracle Strip Pkwy SE Fort Walton Beach, FL 32548 C03-0886 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>
--	---