



A Thomson Reuters business

# Order Notification

Contact your representative [devan.spinelli@thomsonreuters.com](mailto:devan.spinelli@thomsonreuters.com) with any questions. Thank you.

Order ID: 441876

## Subscriber Information

### Account Address:

Account #: 1000402509  
FORT LAUDERDALE CITY  
ATTORNEY  
M SHUSTER  
100 N ANDREWS AVE 7TH FL  
FORT LAUDERDALE, FL 33301  
US  
9548285106

### Shipping Address:

Account #: 1000402509  
FORT LAUDERDALE CITY  
ATTORNEY  
M SHUSTER  
100 N ANDREWS AVE 7TH FL  
FORT LAUDERDALE, FL 33301  
US  
9548285106

### Billing Address:

Account #: 1000402509  
FORT LAUDERDALE CITY  
ATTORNEY  
M SHUSTER  
100 N ANDREWS AVE 7TH FL  
FORT LAUDERDALE, FL 33301  
US  
9548285106

## Payment and Shipping Information

### Payment Method:

Payment Method: WestAccount  
Account Number: 1000402509

### Shipping Information:

Shipping Method: FREE Ground Shipping - U.S. Only

## Additional Information

Created By: 0079520  
Order Source: 27  
Revenue Channel: 01  
Order Date: 5/9/2013 9:43:57 AM  
P.O. Number:

## Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Maureen	Richards	MRichards@fortlauderdale.gov		Order Confirmation Contact	28

## Internal Comments

OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?ordergroupid=e7209de0-8ebb-4a55-8451-fd0dc56a0d0d&isofview=yes>

## Renewal Items

Product	Material ID	Current Monthly Charge*	Renewal Term	% Increases during Renewal Term	Program Details	Program Code
WEST PROFLEX	40757481	2588.85	12 Months	0% yr 1		

Subscriber agrees to commit to the additional months that appear in the "Renewal Term" column above. The maximum per cent increase for the Monthly Charges during the Renewal Term appear in the % Increases During Renewal Term column above.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any

promotions and related discounts for the Depend Subscription(s) shall immediately terminate.

\*Current Monthly Charges in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term

Effective at the end of the current Minimum Term or current Renewal Term.

#### **NON-GOVERNMENT CUSTOMERS ONLY**

Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw and/or CLEAR shall be governed by the applicable Subscriber Agreement.

#### **GOVERNMENT SUBSCRIBERS ONLY**

Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges (after the Renewal Term) may be modified as set forth in the applicable Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw and/or CLEAR shall be governed by the applicable Subscriber Agreement.

**Subscription Service, Passwords and West km Software.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

**General Provisions for Non Government Subscribers Only.** This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state <sup>and country</sup> will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

**Returns.** If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

#### **Additional Contract Information**

#### **NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**


If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed

budget or other official government communication. Upon West's receipt of a valid cancellation notice, subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of printed CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

**Signature for Order ID: 441876**

Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Order Form.

	CITY ATTORNEY
Signature of Authorized Representative for order	Title
HARRY A. STEWART	5/31/2013
Printed Name	Date

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# Order Confirmation

Here are the details of your recent order (#200130322)

If your order includes physical goods, as soon as we ship your order, we will send you a follow-up email with additional information and tracking instructions, with the exception of any products shipped from our International publishers.

Thank you for your order. We appreciate your business.

**Billing Address: 1000402509**

FORT LAUDERDALE CITY ATTORNEY  
M SHUSTER  
100 N ANDREWS AVE 7TH FL  
FORT LAUDERDALE FL 33301-1016  
USA

**Shipping Address : 1000402509**

FORT LAUDERDALE CITY ATTORNEY  
M SHUSTER  
100 N ANDREWS AVE 7TH FL  
FORT LAUDERDALE FL 33301-1016  
USA

Information			
<b>Order Number</b>	200130322	<b>Order Date</b>	05/31/2013
<b>Purchase Order No</b>	441876	<b>Purchase Order Date</b>	05/31/2013
<b>Gross Weight</b>	LB	<b>Shipping Method</b>	Ground - Best Rate
<b>Payment Method</b>	Billed to Account	<b>Account #</b>	1000402509
Material Description	Quantity	Availability Date	
WEST PROFLEX	1.00 EA		

If you have questions about your order, please contact the appropriate West Customer Service below.

West Customer Service: 1-800-328-4880 email: [west.customer.service@thomson.com](mailto:west.customer.service@thomson.com)

Federal Government customers: 1-800-328-2781 email: [west.fed.govt@thomson.com](mailto:west.fed.govt@thomson.com)

Resellers/International customers: 1-800-328-2209 email: [west.bookstore@thomson.com](mailto:west.bookstore@thomson.com)

Did you know that you can use My Account to check on the status of your order? Just copy and paste the following address into your browser window for a link to our online self-help site - available 24-hours a day, 7 days a week.

[west.thomson.com/myaccountinfo](http://west.thomson.com/myaccountinfo)