

Marketing Agreement
by and between
Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America, a foreign profit corporation
authorized to do business in the State of Florida, and
the City of Fort Lauderdale

WHEREAS, Service Line Warranties of America (“SLWA”), provides affordable utility service line warranties to consumers covering the repair or replacement of enrolled lines as a result of wear and tear or inherent defect; and

WHEREAS, In consideration of the License Fee (as defined below) to be paid by SLWA to City of Fort Lauderdale (“City”) has agreed to cooperate with SLWA in marketing SLWA’s services to City’s residents and homeowners (the “Residents”) as described below;

NOW THEREFORE, In consideration of the promises contained herein and with the intent to be legally bound hereby, the Parties do hereby agree as follows:

1. City hereby grants to SLWA a non-exclusive license to use City’s name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA’s sole cost and expense and subject to City Manager’s prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA will be liable to pay to City, within 30 days of the end of each final calendar quarter, 10% of the revenue from SLWA warranty subscriptions collected from the Residents during such calendar year (the “License Fee”), together with a statement certifying collections of such SLWA revenue, so long as this marketing agreement (“Agreement”) remains in effect. City will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA’s books and records pertaining to sales of warranty products to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.
3. The term of this Agreement will be for one year from the date of the execution hereof. This Agreement may be renewed annually upon mutual agreement of both parties. If SLWA elects to renew this Agreement, written notice shall be provided to the City, as provided herein, at least 90 days in advance. Upon receiving notice from SLWA of their intent to renew, City shall inform SLWA of its decision whether to renew this Agreement for an additional year. City may terminate this Agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. City may terminate this Agreement for convenience on 60 days notice. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this Agreement and shall pay the License Fee to the City for the calendar year in which this Agreement is terminated after which time, except for SLWA’S obligation to permit City to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim"), arising out of or related to this Agreement. SLWA shall have the obligation, at its sole cost and expense, to retain counsel to defend any such claim and such counsel shall be reasonably satisfactory to the City. This indemnification provision shall survive termination of this Agreement.

5. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

6. Failure by City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. Both parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7. SLWA shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

8. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either part elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

9. Preparation of this Agreement has been a joint effort by both parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10. This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11. This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

12. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: Finance Director
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

SLWA : Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Attn: Brad Carmichael, VP of Business Development

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[SIGNATURE PAGES FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By _____
JOHN P. "JACK" SEILER, Mayor

Print Name

By _____
LEE R. FELDMAN, City Manager

Print Name

(SEAL)

ATTEST

By _____
JONDA K. JOSEPH, City Clerk

Approved as to form:

CARRIE L. SARVER
Assistant City Attorney

SLWA

WITNESSES

Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America, a foreign
profit corporation authorized to do business in the
State of Florida,

By _____

Print Name

Print Name/Title

ATTEST

Print Name

By _____

Print Name/Title

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of _____, 2012 by
_____ and _____, as _____ and
_____, respectively, of Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America, a foreign profit corporation authorized to do business in the State
of Florida, on behalf of the corporation. They are personally known to me or have produced
_____ as identification and did did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number