

## FAST SOLUTIONS AGREEMENT

This agreement made this 5th day of May, 2019 by and between Fastenal Company or Fastenal Mexico S.de R.L. de C.V. herein "FASTENAL" and **Arapahoe County on behalf of the Arapahoe County Sheriff's Office** herein "Customer". Customer hereby grants exclusively to FASTENAL, for a period of 12 months from the above date (herein "term"), the right to install FASTENAL'S Vending Solutions (FVS) units or equipment within the Customer's place of business. The FVS equipment will be stocked with FASTENAL distributed products, unless approved by FASTENAL. FASTENAL agrees to be responsible for refilling of vended products for the term of this agreement. Fastenal also agrees to be responsible for all standard maintenance and repair of the FVS units, excluding damage or destruction caused by Customer negligence (however, Customer's liability shall not exceed \$10,000 per unit). FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment.

- 1) **Ownership and Default:** FASTENAL will maintain full and exclusive ownership of all FVS equipment. Fastenal retains the right to terminate and remove the FVS equipment from Customer site, at Fastenal's sole discretion and without liability with 60 days notice. Customer may terminate this Agreement if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal sixty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) **Connectivity:** The Customer shall timely provide all electrical and internet connections required for operation at no cost to FASTENAL. If a FASTENAL supplied Aircard is used to establish an internet connection for the FVS units, Customer will be subject to an annual fee of \$120 per control board, billable as FAST Solutions Program Fees, invoiced 90 days after FVS installation and on each subsequent twelve month installation anniversary date. Customer agrees that Fastenal will not be responsible or liable for any delays, interruptions, defaults or outages with the Aircard internet connection. The Aircard connection must be utilized only in connection with the FVS Equipment and FASTENAL will not be responsible or liable for any unauthorized use of the Aircard connection by Customer.
- 3) **Equipment:** For the FVS equipment specifically identified as Locker units, the parties understand that the Customer may utilize the check in and checkout features for goods not distributed by Fastenal. The parties will mutually agree to the type and quantity of such goods vended from the Locker units or Sensor Lockers. The Sensor Lockers are dispense only, check in/check out is not an option on these units. Due to the weight of the FAST 10000 and Sensor Locker units, the installation location of these units must be accessible with a forklift or pallet jack. FASTENAL's FVS equipment is not NFPA rated and Customer waives any claims against FASTENAL pertaining to CUSTOMER's decision to stock hazardous materials in the FVS equipment.
- 4) **Taxes:** Customer is responsible for any state, federal, provincial and local sales and use taxes related to the products dispensed from the FVS equipment and any applicable Software Fees (unless the Customer is tax-exempt).
- 5) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without FASTENAL's written permission.
- 6) **Product Pricing, Payment and Software Fees:**  
**Product Pricing:** Prices are subject to Contract # 111673/NVP. If unknown or not utilizing a contract, Customer can fill in "N/A". Prices for dispensed items may be negotiated to best identify high usage parts that are best opportunities or situated for dispensing. Prices may vary based on specific customer requirements such as kitting, special labeling, or packaging if applicable.
- 7) **Purchase Commitment:** Customer agrees to increase all Arapahoe County purchases of products from FASTENAL by the Required Monthly Spend Increase amounts referenced in Section 12. After year one of the agreement, if the Required Monthly Spend Increase is not met, Fastenal reserves the right to remove the FVS Units at no cost to the Customer. There will be no financial penalty for not meeting the Required Monthly Spend Increase.
- 8) **FAST Solutions Program Fees:** Any applicable FAST Solutions Program Fee will be invoiced 90 days after FVS installation and on each subsequent twelve month installation anniversary date. All Fees are in US funds and non-refundable.

Annual Software Fee (per control board)

Annual Fee: waived

Installation of the FVS equipment is required within 90 days from the above agreement date or the agreement will be subject to cancellation.

- 9) **Payments for products sold thru FVS equipment** will be made by Customer as follows:  
**NET 30** days after invoice date. FASTENAL will invoice Customer weekly for products **when stocked (Non Consignment)**

Return Completed Agreement to [fastenalsolutionsalesupport@fastenal.com](mailto:fastenalsolutionsalesupport@fastenal.com) or fax 507-494-3237

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10) Subject to annual appropriation, this agreement shall automatically renew for an additional period(s) of one year and year to year thereafter until written notice of termination is received no less than sixty days prior to the end of any term. Customer will be subject to the terms of the 'End-User License Agreement for Vendor Software' when using the FVS equipment. FASTENAL will not be responsible or liable for any loss, damage, expense or claim incurred by Customer arising out of the Customer's use of the FVS equipment. FASTENAL's maximum liability and Customer's sole remedy will be the refund of the Fees paid by Customer during any prior twelve month period under this agreement. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns. This agreement will be governed and interpreted under the laws of the State of Minnesota. Parties certify authority to enter into this agreement. EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND HEREBY EXECUTES THE SAME.

11) **Limitation of Liability:** In no event will either party be liable for any special, indirect, incidental, consequential or exemplary damages in connection with or arising out of this Agreement, including, but not limited to, damages for injuries to persons or property or loss of profits or loss of future business or reputation, whether based on tort or breach of contract or other basis, even if it has been advised of the possibility of such damages.

12) Order FVS units here. \*See Product Line card for available configurations.

<u>Machine Type</u>	<u># of Units requested</u>	<u>Required Mthly Spend Increase (per unit)</u>	<u>Machine Type</u>	<u># of Units requested</u>	<u>Required Mthly Spend Increase (per unit)</u>
FAST 5000	ONE	\$1,300	FAST 2000CT		\$500
FAST 3000		\$1,000	FAST 4000CT		\$1,000
Stand Alone Controller		<b>Does Not Apply</b>	Outdoor Locker		\$750
2 Door Vertical Locker		\$1,500	Outdoor Locker 12 door Add-on		\$750
2 Door Horizontal Locker		\$1,500	FAST 10000 Single Door Cabinet		\$2,500
3 Door Locker		\$250	FAST 10000 Door-Drawer Combo	ONE	\$1,800
4 Door Locker		\$1,500	FAST 10000 Drawer Unit		\$3,000
12 Door Locker		\$250	18 Door Sensor Locker		\$1,800
18 Door Locker	ONE	\$800	24 Door Sensor Locker		\$2,000
27 Door Locker		\$1,800	27 Door Sensor Locker		\$2,200
30 Door Locker		\$1,900			
36 Door Locker		\$2,100			

13) **Customer Information:** All information below is required before the machines requested above can be ordered.

Existing Customer Account: CECO 0323 (State of Colorado Contract No. 111673/NVP)

Required Vending Account: \_\_\_\_\_

Customer Name: Arapahoe County Government (For Sheriff's Office)

Physical Address of Machine: 13101 E Bronco's Park Way

City Centennial State Colorado Zip 80112

Customer Contact Name Sergeant Mark Orrino 9640

Customer Contact Email morrino@arapahoegov.com Phone 720-874-3768

Customer Signature: _____	Fastenal DM Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____