

CONTRACTUAL AGREEMENT

For

STUDENT BANKING SERVICES – RFP 1120ZCSA

Between

UNIVERSITY OF CENTRAL FLORIDA AND FAIRWINDS CREDIT UNION

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida, on behalf of its Board of Trustees ("University" or "UCF"), and Fairwinds Credit Union ("FCU"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** Fairwinds Credit Union (FCU) acknowledges that:
 - A. The University is a public entity of the State of Florida;
 - B. The University is exempt from federal and Florida taxes;
 - C. UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The FCU is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services as described in detail in Attachment "A, B, C, and D," to this Agreement, which is incorporated herein for all purposes. Such services shall be delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
3. **PERFORMANCE CRITERIA.** Criteria, if any, and the final date(s) by which such criteria must be met to complete this Agreement are described in detail in Attachment "A,B,C, and D" which is incorporated herein for all purposes. Such criteria, if any, shall be met in accordance with the schedule set forth in Attachment "B".
4. **PERIOD OF PERFORMANCE.** The FCU shall commence performance of the terms of this Agreement upon signature of the parties, and shall end his/her performance of this Agreement on April 30, 2018. The University may renew/extend a resultant contract, as mutually agreed to by both parties. No renewal period will exceed Five (5) years nor will cumulative renewals exceed 10 years.
5. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

6. **ASSIGNMENTS.** Under no circumstances shall the FCU assign to a third party any right or obligation of FCU pursuant to this Agreement without prior written consent of the University. If FCU is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, FCU represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
7. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by FCU to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the FCU in conjunction with this Agreement. UCF also may terminate this Agreement without cause on one hundred and twenty (120) days' advanced written notice to the FCU. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
8. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
9. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that FCU is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. FCU certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by FCU shall be grounds for cancellation of this Agreement.
10. **EMPLOYMENT OF ALIENS.** FCU's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the FCU knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
11. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war,

embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

12. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
13. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
14. **INDEMNIFICATION.** FCU shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of FCU, its employees, its agents or of others under FCU's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, FCU also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
15. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
16. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
17. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to FCU contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.

18. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
19. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.
- For UCF:
Director of Business Services
12479 Research Parkway Suite 600
Orlando, FL 32826
- For FCU:
Dianne Owen
135 W. Central Blvd., Suite 1220
Orlando, FL 32801
20. **PARKING.** The FCU shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the FCU. FCU's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of FCU or FCU's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
21. **PUBLIC RECORDS.** The Agreement may be canceled unilaterally by the University for refusal by the FCU to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the FCU in conjunction with the Agreement.
22. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
23. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the FCU must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

24. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
25. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
26. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. FCU shall return this Agreement to the University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.
27. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the FCU, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the FCU to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
28. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's RFP, if any, including all the University's RFP specifications, and the FCU's RFP response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:
- A. This Agreement;
 - B. The University's RFP and RFP specifications, if any;
 - C. FCU's RFP response; and
 - D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

UNIVERSITY OF CENTRAL FLORIDA

Signature:

Greg Robinson

Printed: Gregory Robinson

Title: Director of Purchasing

Date: 10/18/2012

Witness

Signature:

Christine W. Tangel

Printed: CHRISTINE W. TANGEL

Title: SR. PURCHASING AGENT

Date: 10/22/12

FAIRWINDS CREDIT UNION

Signature:

Dianne Owen

Printed: Dianne Owen

Title: EVP Marketing

Date: 10-22-2012

Address: 135 W. Central Blvd

Orlando, FL 32801

Telephone:

407-277-6030

Facsimile:

407-658-6149

FEID#/SS#:

11-1644012

Approved as to Form and Legality

Nakisha Helms 10/18/12
for Jordan Clark

ATTACHMENT "A" COMMISSION SCHEDULE

In accordance with the University of Central Florida's Request for Proposal No. 1120ZCSA dated June 20, 2012 and the Fairwinds Credit Union's proposal, the Credit Union will provide required banking operations to support the Student Card Program at UCF.

On an annual basis, Fairwinds Credit Union shall pay the following amounts to UCF:

Description	Revenue Amount
*Annual Commission Guarantee	\$300,000

*Annual Commission is guaranteed at a minimum of \$300,000, but can exceed that amount if certain performance standards are exceeded by the Credit Union. Commissions are based on 6 criteria in year 1 and 5 criteria for the remaining years of the contract after year 1. These criteria are: New UCF Student Checking Accounts opened and funded (\$25 per account up to 5,000 accounts, \$50 per account above 5,000), UCF Student Checking Balances (1% Annual Percentage Yield), 50% Student I.D. PIN Transaction Profit (\$.06 per transaction), Foreign ATM Transactions at each of the two ATM locations (\$1.50 per foreign ATM transaction), Annual Partnership Bonus (\$50,000 annually), Payment for Card Reissue (\$50,000 Year 1 only). Should these category totals collectively exceed the \$300,000 Annual Commission Guarantee amount, UCF will then receive the greater amount as its annual commission revenue.

- FCU members that are active prior to the contract execution date will be excluded from the annual commission criteria calculation

**Annual Commission Guarantee payment schedule to UCF will be as follows:

- \$50,000 Annual partnership bonus paid within 10 days of contract signing and annual thereafter
- In Contract Year 1 only, the \$50,000 card reissue payment will be paid within 10 days of the contract signing
- 1st Semiannual commission payment, based on performance to date for New UCF Student Accounts (\$25/\$50 per account), 1% APY for UCF Student Checking Balances, 50% of Student I.D. PIN Transaction Profit (\$.06 per transaction), and Foreign ATM Transaction at FCU on-campus ATM's (\$1.50 per transaction), paid six months from the start of each contract year
- 2nd Semiannual commission payment, based on the balance of the annual commission guarantee, plus any necessary performance commission that exceed the \$300,000 commission guarantee, paid within 30 days of the end of each contract year

ATTACHMENT "B" FEE SCHEDULE

In accordance with the University of Central Florida's Request for Proposal No. 1120ZCSA dated June 20, 2012 and the Fairwinds Credit Union's proposal, the Credit Union will provide required banking operations to support the Student Card Program at UCF.

On an annual basis, Fairwinds Credit Union shall pay the following amounts to UCF:

Description	Revenue Amount
ATM Lease (2 ATM Machines)	\$15,120
Branch Rent – John T. Washington Center Location	\$45,900 (3% annual increase)
Student/Parent Orientation Marketing Support	\$10,000 annually

FAIRWINDS CREDIT UNION								
1120ZCSA: STUDENT BANKING SERVICES Projected Fees Report 9-14-2012								
Summary	Commission Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 5.5	Total
ATM Lease (2 Machines)		\$15,120	\$15,120	\$15,120	\$15,120	\$15,120	\$7,560	\$83,160
Branch Rent - 3% annual increase		\$45,900	\$47,277	\$48,695	\$50,156	\$51,661	\$26,605	\$270,294
Student/Parent Orientation Marketing Support		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$5,000	\$55,000
Total Projected Fees		\$71,020	\$72,397	\$73,815	\$75,276	\$76,781	\$39,165	\$408,454

Fee Payment Schedule

ATM Lease – paid quarterly after the contract commencement

Branch Rent – paid quarterly after the contract commencement

Student/Parent Orientation Marketing Support – paid annually in March of each contract year

ATTACHMENT "C" PERFORMANCE CRITERIA

In accordance with the University of Central Florida's Request for Proposal No. 1120ZCSA dated June 20, 2012 and the Fairwinds Credit Union's proposal, the Credit Union will provide required banking operations to support the Student Card Program at UCF.

1. FCU will reinstate their participation to the Credit Union Shared Services Network by January 31, 2013.
2. FCU agrees that marketing credit cards to students on the UCF campus, and its affiliated campuses is not permitted.
3. FCU has agreed to an annual marketing campaign of \$83,819 as initially outlined in their proposal. The marketing activities outlined are subject to change based on effectiveness of marketing selected.

In addition to the \$83,819 marketing commitment, FCU will continue to provide support as appropriate to the ever-growing nature of the university.

4. FCU agrees to implement a mobile application for Remote Deposit Capture no later than June 30, 2013.
5. As a modification to the original proposal, *FAIRWINDS* agrees to offer a UCF Student Checking Account with no monthly account service fees for all UCF students, regardless of age.

UCF agrees to reconcile active student accounts with FCU on a regular basis as agreed upon by both parties.

6. In addition to the account services offer to member of the Credit Union, FCU will provide preferred services and benefits to the student, faculty, and staff of UCF as listed below.
 - a. 2,500 Relationship Rewards points to a UCF affiliated new account holder upon account opening.
 - b. First-Time Student Car Buying rate up to 50% off the current published rate.
 - c. FCU will waive the normal \$4.00 money order service charge for UCF students.
 - d. FCU Wealth Management division will bring advisors on site to meet faculty and staff when it is convenient for them to discuss their long-term investment and retirement plans.

In the event any of these program offerings are discontinued by FCU, comparable incentives will be substituted.

ATTACHMENT "D" BRANCH AND ATM LEASE

In accordance with the University of Central Florida's Request for Proposal No. 1120ZCSA dated June 20, 2012 and the Fairwinds Credit Union's proposal, the Credit Union will provide required banking operations to support the Student Card Program at UCF.

1. DESCRIPTION OF SERVICES

BRANCH The University does hereby demise and lease unto the FCU, and the FCU takes and rents from the University, space located in the John T. Washington Center, Building No. 26 on the south side of main walkway which consists of 1530 square feet. The University reserves the right to relocate FCU location to comparable space in the John T. Washington Center should the current occupied space be required by the needs of the University's programs. The University shall give advance notice of relocation and any and all expenses associated with relocation shall be borne by the University.

ATM FCU and University of Central Florida will enter into a multi-component; full service gross Lease/License Agreement, inclusive of the following defined conditions:

#	ATM Location	Type	Price
1	John T Washington Center (Branch)	Exterior, Stand Alone, Full Function	\$1,890/quarter
2	Ferrell Commons, Building 7 (Marketplace)	Exterior, Stand Alone, Full Function	\$1,890/quarter

2. TAXES Lessee agrees to pay all licenses permits and taxes, if any, on its business and personal property located on the Leased Premises to the appropriate authority.

3. RENT

BRANCH The FCU agrees to pay the University the commission in the annual amount of \$45,900 with a 3% increase in each following year. Payments to the University are due in equal quarterly installments of \$11,475.00, and are subject to applicable rental taxes and are due on or before the first day of each quarter.

ATM's The FCU agrees to pay the University the commission in the annual amount of \$15,120 in each of the following year. Payments to the University are due in equal quarterly installments of \$3,780.00, and are subject to applicable rental taxes and are due on or before the first day of each quarter.

- a) Payments to UCF should be sent to the Business Services department.
- b) Should this Agreement terminate prior to the end of the then current term, the rent will be prorated to the date of termination and UCF shall immediately refund to FCU all rent then prepaid and unearned.

ATTACHMENT "D" BRANCH AND ATM LEASE (continued)

4. GOVERNMENT PERMITS AND COMPLIANCE WITH LAWS

- a) Before installing the ATM or commencing business on Leased Premises, Lessee at its sole cost, shall apply for all permits necessary for the installation of the ATM or conduct of the business; provided, however that if Lessee is denied authority to operate the ATM or to perform all or part of the work necessary to install or operate the same within a reasonable time, FCU may terminate the ATM segment of the Lease Agreement upon written notice to the University.
- b) University and FCU shall also at its sole cost, comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
- c) Promptly upon receipt of written request from FCU, University shall, to the extent expressly authorized under applicable law, join without cost to University, in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any construction work for which Lessee may perform here, and will also join in any grants of easements for electric, telephone, and such other public facilities and utilities as may be reasonably necessary in the operation of the ATMs on the Leased Premises or of any improvements in connection therewith.

- 5. UTILITIES** UCF shall furnish and supply, or cause to be furnished and supplied, adequate facilities for the delivery and distribution within the Leased Premises of telephone, electrical, HVAC, fire sprinklers and refuse removal services. During the Term of this Lease, UCF shall pay all bills as they come due for FCU's consumption of electricity used in the Leased Premises. FCU shall pay for its telephone and internet services.

- 6. USE OF PREMISES** Lessee shall only use the Leased Premises for the location and operation of, and the storage of equipment, supplies and materials necessary and incidental to the use and operation of said credit union. Any and all necessary or incidental equipment, shall be installed, supplied and maintained by Lessee at its own risk and expense. Lessee shall not use the Leased Premises for any unlawful purposes, and shall comply, at all times, with applicable health and safety codes or regulations in effect from time to time.

ATTACHMENT "D" BRANCH AND ATM LEASE (continued)

7. MAINTENANCE AND REPAIR

- a) The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University. Thus, the FCU shall adhere to the highest standards of cleanliness and sanitary practices. Inspectors of the Florida Department of the Business Regulation and campus safety and sanitation personnel shall have complete cooperation and access to all production and storage areas on inspection which they conduct. The inspections may be at the request of the University or on said agency's own direction. A copy of all inspection reports shall be furnished to the University by the FCU. The FCU is responsible to implement correct operating measures required as a result of inspections and report within ten (10) days notification from the inspecting agency and by mutual agreement of the University.
- b) The removal or modification of any furnishings affixed to the building will be at the expense of the FCU and, further, all damages to the building caused by said removal or modification will be repaired at the expense of the FCU. Such repair work will be performed under the supervision of University and completed to its reasonable satisfaction.
- c) FCU shall have the right to make interior alterations or structural changes to the Premises. UCF will provide an allowance for initial flooring replacement and interior painting of the branch location. Any interior structural changes to the Premises must be approved in writing by UCF Business Services prior to any work being done. Any improvements made to the Premises by Lessee shall become the property of UCF Business Services and shall remain on the Premises following expiration or termination of this lease; however, UCF Business Services hereby reserves the right to decline ownership of any of Lessee's improvements to the Premises and to require Lessee to remove any improvements so declined at Lessee's expense upon expiration or termination of this Lease.

8. PERSONAL PROPERTY AND FIXTURES Notwithstanding anything to the contrary herein contained, the FCU shall have the right, at any termination of this Agreement, to remove all personal property and fixtures brought onto the Leased Premises by the Lessee or at the expense of the Lessee provided that the removal thereof shall not substantially damage the remaining improvements. In the event of any termination of this Lease Agreement other than at the end of the contract or any extended term hereof, the Lessee shall have fifteen (15) working days to remove its personal property and fixtures from the Leased Premises.

9. SECURITY Lessee is solely responsible for the security of any equipment, property or fixtures in the Building at its expense. A surveillance and alarm system may be connected to an external contracted security company and is at the sole expense of FCU for installation and monthly charges.

ATTACHMENT "D" BRANCH AND ATM LEASE (continued)

10. INSURANCE

- a) UCF shall maintain fire and extended coverage insurance on the Leased Premises. In the event the Leased Premises is partially or totally destroyed by fire or otherwise, during the term of this lease, UCF shall, at its sole option, terminate this Agreement, repair the Leased Premises or rebuild the Leased Premise; and in the event of partial destruction which leaves the Leased Premises uninhabitable, or in the event of total destruction, this Agreement shall, at UCF's sole option, be terminated immediately or be extended for a period of time equal to the time from when the Leased Premises became uninhabitable until the Leased Premises again became habitable.
- b) Lessee, at its own expense, shall obtain and maintain property insurance to cover all personal property owned by it, and its stock, materials and supplies. Under no condition shall UCF be liable for the personal property, tangible or intangible, of the Lessee or its customers that might be damaged or destroyed on the Leased Premises because of fire or other casualty.
- c) Lessee shall obtain and maintain throughout the term of this lease comprehensive public liability insurance from an insurance company licensed and authorized to do business in Florida, in the amount of not less than one-hundred thousand dollars (\$100,000.00) for injury or death to any one (1) person, not less than five-hundred thousand dollars (\$500,000.00) on account of injury or death arising out of any one (1) incident, and personal property damage in an amount of not less than five-hundred thousand (\$500,00.00) for each occurrence; which the insurance policy shall designate as an additional insured, the University against liability for injury or death to any person or persons or loss or damage to their property occurring on or about the Leased Premises arising from or in any way growing out of the willful or negligent act or acts or omissions of Lessee, or any of them, contrary to the valid laws, rules and regulations of the state of Florida and the United States of America. Prior to commencement of the installation of its machine and necessary equipment incidental thereto, Lessee shall deliver to UCF a certificate of insurance from each insurance carrier showing the insurance required to be obtained and maintained by the Lessee pursuant to the terms of this Lease which is in full force and effect.

11. ASSIGNMENTS AND SUBLETTING The Lessee shall not sublet any portion of the Leased Premises, nor assign its leasehold interest pursuant to this Agreement without prior written consent of the University.

ATTACHMENT "D" BRANCH AND ATM LEASE (continued)

12. **SPECIAL BANK PROVISIONS** Notwithstanding any other provisions contained in this Lease Agreement, the following shall be applicable:
- a) In the event the Lessee or its successors or assigns shall become insolvent, bankrupt or make an assignment for the benefit of its creditors, or if it or other interests hereunder shall be levied upon or sold under execution or other legal process, or in the event the branch facility to be operated on the Leased Premises is closed by order of regulatory authorities or is taken over by the appropriate federal supervisory authority, the University may terminate this Lease Agreement only with the concurrence of said supervisory authority. Such authority shall in any event have the election to either continue or terminate this Lease Agreement.
 - b) Upon Lessee's default in the payment of rent or if the Lessee defaults in any of the other conditions, agreements or provisions of this Lease Agreement, the University shall notify the Lessee in writing of such default and if the Lessee has not rectified such default within thirty (30) days after given written notice, the University shall reenter and repossess said Leased Premises, to remove all persons there from and to take exclusive possession of and remove all property there from and all rights of the Lessee shall immediately cease and terminate. The failure of the part of the University to reenter or repossess the Leased Premises, or to exercise any of its rights hereunder upon any default, shall not preclude UCF from the exercise of any rights upon any subsequent default or defaults.
13. **ADVERTISING**
- a) Lessee covenants and agrees not to promote in any way the use of its services which might be construed in any way that UCF is endorsing such; provided, however, that on any map showing all the locations of the Lessee's offices/ATMs, the location (s) on UCF's campus may also be shown so long as the print, color and general format is no different than that used for showing locations of the Lessee's offices/ATMs off campus.
 - b) To the extent reasonably possible, UCF agrees that the use of the Lessee's services shall be available to all Lessee customers in the general area of the Leased Premises. UCF further agrees that it shall provide customers reasonable pedestrian access to the Leased Premises, which access shall be handicapped accessible, at all times when the Lessee is open and otherwise available for use by customers.
14. **SIGNS** Lessee shall have the right to erect and maintain a sign upon the Building for the conduct of business as permitted by the appropriate governmental authorities and as required by government regulations. It is agreed that any signs placed on the Leased Premises by Lessee shall advertise only Lessee's name, business products, networks to which it belongs, or services and shall be of reasonable size, subject to the approval of the standards committee. No signs may be installed without first receiving written approval by UCF as to the sign and location. UCF's approvals shall not be unreasonably withheld or delayed.

ATTACHMENT "D" BRANCH AND ATM LEASE (continued)

15. **NO RIGHT TO USE LESSEE'S NAME** UCF shall not use Lessee's name or description in any advertising connected in any way with the Leased Premises without Lessee's prior written consent.
16. **NO RIGHT TO USE UCF'S OR UNIVERSITY'S NAME** Lessee shall not use UCF's name or description in any advertising connected in any way with the ATM or with or in connection with any other Lessee activity without UCF's prior written consent.

BRANCH AND ATM LEASE

In accordance with the University of Central Florida's Request for Proposal No. 1120ZCSA dated June 20, 2012 and the Fairwinds Credit Union's proposal, the Credit Union will provide required banking operations to support the Student Card Program at UCF. This document is to serve as a supplemental document to the master agreement signed October 23, 2012 for Fairwinds Credit Unions purpose to establish it banking operations. This is an excerpt from the Student Banking Services master agreement in response to the State of Florida's Request for a separately executed agreement for the Branch and ATM Lease. This document does not replace or supersede the Student Banking Services master agreement.

DESCRIPTION OF SERVICES

BRANCH The University does hereby demise and lease unto the FCU, and the FCU takes and rents from the University, space located in the John T. Washington Center, Building No. 26 on the south side of main walkway which consists of 1530 square feet. The University reserves the right to relocate FCU location to comparable space in the John T. Washington Center should the current occupied space be required by the needs of the University's programs. The University shall give advance notice of relocation and any and all expenses associated with relocation shall be borne by the University.

ATM FCU and University of Central Florida will enter into a multi-component; full service gross Lease/License Agreement, inclusive of the following defined conditions:

#	ATM Location	Type	Price
1	John T Washington Center (Branch)	Exterior, Stand Alone, Full Function	\$1,890/quarter
2	Ferrell Commons, Building 7 (Marketplace)	Exterior, Stand Alone, Full Function	\$1,890/quarter

1. **TAXES** Lessee agrees to pay all licenses permits and taxes, if any, on its business and personal property located on the Leased Premises to the appropriate authority.

2. **RENT**

BRANCH The FCU agrees to pay the University the commission in the annual amount of \$45,900 with a 3% increase in each following year. Payments to the University are due in equal quarterly installments of \$11,475.00, and are subject to applicable rental taxes and are due on or before the first day of each quarter.

ATM's The FCU agrees to pay the University the commission in the annual amount of \$15,120 in each of the following year. Payments to the University are due in equal quarterly installments of \$3,780.00, and are subject to applicable rental taxes and are due on or before the first day of each quarter.

- a) Payments to UCF should be sent to the Business Services department.

BRANCH AND ATM LEASE (continued)

- b) Should this Agreement terminate prior to the end of the then current term, the rent will be prorated to the date of termination and UCF shall immediately refund to FCU all rent then prepaid and unearned.

3. GOVERNMENT PERMITS AND COMPLIANCE WITH LAWS

- a) Before installing the ATM or commencing business on Leased Premises, Lessee at its sole cost, shall apply for all permits necessary for the installation of the ATM or conduct of the business; provided, however that if Lessee is denied authority to operate the ATM or to perform all or part of the work necessary to install or operate the same within a reasonable time, FCU may terminate the ATM segment of the Lease Agreement upon written notice to the University.
- b) University and FCU shall also at its sole cost, comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
- c) Promptly upon receipt of written request from FCU, University shall, to the extent expressly authorized under applicable law, join without cost to University, in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any construction work for which Lessee may perform here, and will also join in any grants of easements for electric, telephone, and such other public facilities and utilities as may be reasonably necessary in the operation of the ATMs on the Leased Premises or of any improvements in connection therewith.

- 4. **UTILITIES** UCF shall furnish and supply, or cause to be furnished and supplied, adequate facilities for the delivery and distribution within the Leased Premises of telephone, electrical, HVAC, fire sprinklers and refuse removal services. During the Term of this Lease, UCF shall pay all bills as they come due for FCU's consumption of electricity used in the Leased Premises. FCU shall pay for its telephone and internet services.

- 5. **USE OF PREMISES** Lessee shall only use the Leased Premises for the location and operation of, and the storage of equipment, supplies and materials necessary and incidental to the use and operation of said credit union. Any and all necessary or incidental equipment, shall be installed, supplied and maintained by Lessee at its own risk and expense. Lessee shall not use the Leased Premises for any unlawful purposes, and shall comply, at all times, with applicable health and safety codes or regulations in effect from time to time.

BRANCH AND ATM LEASE (continued)

6. MAINTENANCE AND REPAIR

- a) The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University. Thus, the FCU shall adhere to the highest standards of cleanliness and sanitary practices. Inspectors of the Florida Department of the Business Regulation and campus safety and sanitation personnel shall have complete cooperation and access to all production and storage areas on inspection which they conduct. The inspections may be at the request of the University or on said agency's own direction. A copy of all inspection reports shall be furnished to the University by the FCU. The FCU is responsible to implement correct operating measures required as a result of inspections and report within ten (10) days notification from the inspecting agency and by mutual agreement of the University.
- b) The removal or modification of any furnishings affixed to the building will be at the expense of the FCU and, further, all damages to the building caused by said removal or modification will be repaired at the expense of the FCU. Such repair work will be performed under the supervision of University and completed to its reasonable satisfaction.
- c) FCU shall have the right to make interior alterations or structural changes to the Premises. UCF will provide an allowance for initial flooring replacement and interior painting of the branch location. Any interior structural changes to the Premises must be approved in writing by UCF Business Services prior to any work being done. Any improvements made to the Premises by Lessee shall become the property of UCF Business Services and shall remain on the Premises following expiration or termination of this lease; however, UCF Business Services hereby reserves the right to decline ownership of any of Lessee's improvements to the Premises and to require Lessee to remove any improvements so declined at Lessee's expense upon expiration or termination of this Lease.

7. **PERSONAL PROPERTY AND FIXTURES** Notwithstanding anything to the contrary herein contained, the FCU shall have the right, at any termination of this Agreement, to remove all personal property and fixtures brought onto the Leased Premises by the Lessee or at the expense of the Lessee provided that the removal thereof shall not substantially damage the remaining improvements. In the event of any termination of this Lease Agreement other than at the end of the contract or any extended term hereof, the Lessee shall have fifteen (15) working days to remove its personal property and fixtures from the Leased Premises.

8. **SECURITY** Lessee is solely responsible for the security of any equipment, property or fixtures in the Building at its expense. A surveillance and alarm system may be connected to an external contracted security company and is at the sole expense of FCU for installation and monthly charges.

BRANCH AND ATM LEASE (continued)

9. INSURANCE

- a) UCF shall maintain fire and extended coverage insurance on the Leased Premises. In the event the Leased Premises is partially or totally destroyed by fire or otherwise, during the term of this lease, UCF shall, at its sole option, terminate this Agreement, repair the Leased Premises or rebuild the Leased Premise; and in the event of partial destruction which leaves the Leased Premises uninhabitable, or in the event of total destruction, this Agreement shall, at UCF's sole option, be terminated immediately or be extended for a period of time equal to the time from when the Leased Premises became uninhabitable until the Leased Premises again became habitable.
- b) Lessee, at its own expense, shall obtain and maintain property insurance to cover all personal property owned by it, and its stock, materials and supplies. Under no condition shall UCF be liable for the personal property, tangible or intangible, of the Lessee or its customers that might be damaged or destroyed on the Leased Premises because of fire or other casualty.
- c) Lessee shall obtain and maintain throughout the term of this lease comprehensive public liability insurance from an insurance company licensed and authorized to do business in Florida, in the amount of not less than one-hundred thousand dollars (\$100,000.00) for injury or death to any one (1) person, not less than five-hundred thousand dollars (\$500,000.00) on account of injury or death arising out of any one (1) incident, and personal property damage in an amount of not less than five-hundred thousand (\$500,00.00) for each occurrence; which the insurance policy shall designate as an additional insured, the University against liability for injury or death to any person or persons or loss or damage to their property occurring on or about the Leased Premises arising from or in any way growing out of the willful or negligent act or acts or omissions of Lessee, or any of them, contrary to the valid laws, rules and regulations of the state of Florida and the United States of America. Prior to commencement of the installation of its machine and necessary equipment incidental thereto, Lessee shall deliver to UCF a certificate of insurance from each insurance carrier showing the insurance required to be obtained and maintained by the Lessee pursuant to the terms of this Lease which is in full force and effect.

- 10. ASSIGNMENTS AND SUBLETTING** The Lessee shall not sublet any portion of the Leased Premises, nor assign its leasehold interest pursuant to this Agreement without prior written consent of the University.

BRANCH AND ATM LEASE (continued)

11. **SPECIAL BANK PROVISIONS** Notwithstanding any other provisions contained in this Lease Agreement, the following shall be applicable:
- a) In the event the Lessee or its successors or assigns shall become insolvent, bankrupt or make an assignment for the benefit of its creditors, or if it or other interests hereunder shall be levied upon or sold under execution or other legal process, or in the event the branch facility to be operated on the Leased Premises is closed by order of regulatory authorities or is taken over by the appropriate federal supervisory authority, the University may terminate this Lease Agreement only with the concurrence of said supervisory authority. Such authority shall in any event have the election to either continue or terminate this Lease Agreement.
 - b) Upon Lessee's default in the payment of rent or if the Lessee defaults in any of the other conditions, agreements or provisions of this Lease Agreement, the University shall notify the Lessee in writing of such default and if the Lessee has not rectified such default within thirty (30) days after given written notice, the University shall reenter and repossess said Leased Premises, to remove all persons there from and to take exclusive possession of and remove all property there from and all rights of the Lessee shall immediately cease and terminate. The failure of the part of the University to reenter or repossess the Leased Premises, or to exercise any of its rights hereunder upon any default, shall not preclude UCF from the exercise of any rights upon any subsequent default or defaults.
12. **ADVERTISING**
- a) Lessee covenants and agrees not to promote in any way the use of its services which might be construed in any way that UCF is endorsing such; provided, however, that on any map showing all the locations of the Lessee's offices/ATMs, the location (s) on UCF's campus may also be shown so long as the print, color and general format is no different than that used for showing locations of the Lessee's offices/ATMs off campus.
 - b) To the extent reasonably possible, UCF agrees that the use of the Lessee's services shall be available to all Lessee customers in the general area of the Leased Premises. UCF further agrees that it shall provide customers reasonable pedestrian access to the Leased Premises, which access shall be handicapped accessible, at all times when the Lessee is open and otherwise available for use by customers.
13. **SIGNS** Lessee shall have the right to erect and maintain a sign upon the Building for the conduct of business as permitted by the appropriate governmental authorities and as required by government regulations. It is agreed that any signs placed on the Leased Premises by Lessee shall advertise only Lessee's name, business products, networks to which it belongs, or services and shall be of reasonable size, subject to the approval of the standards committee. No signs may be installed without first receiving written approval by UCF as to the sign and location. UCF's approvals shall not be unreasonably withheld or delayed.

BRANCH AND ATM LEASE (continued)

14. **NO RIGHT TO USE LESSEE'S NAME** UCF shall not use Lessee's name or description in any advertising connected in any way with the Leased Premises without Lessee's prior written consent.
15. **NO RIGHT TO USE UCF'S OR UNIVERSITY'S NAME** Lessee shall not use UCF's name or description in any advertising connected in any way with the ATM or with or in connection with any other Lessee activity without UCF's prior written consent.

UNIVERSITY OF CENTRAL FLORIDA

Signature: [Signature]

Printed: Gregory Robinson

Title: Director of Purchasing

Date: 11/05/12

FAIRWINDS CREDIT UNION

Signature: [Signature]

Printed: DIANNE OWEN

Title: EVP MARKETING

Date: 11-5-12

Address: 135 W. CENTRAL BLVD
ORLANDO, FL 32801

Approved as to Form and Legality

[Signature], 10/31/12

Witness

Signature: [Signature]

Printed: Kevin Sowers

Title: Asst Dir. Business Services

Date: 11/5/12

Telephone: 407 277 6030

Facsimile: 407 658 6149

FEID#/SS#: 11-1644012