



## CORPORATE PAYMENT NOTIFICATION SERVICES AGREEMENT

This Corporate Payment Notification Services Agreement (this “Agreement”) is by and between TD Bank, N.A. (“Bank”) and the customer identified below (“Customer”). Bank and Customer agree that the Corporate Payment Notification Services (the “Services”, as described below) provided to Customer by Bank prior to or as of the date of this Agreement will be governed by the terms of this Agreement and any amendment hereto from time to time with respect to the Services, and by the terms and conditions of the parties’ agreement governing the underlying deposit account(s) in Customer’s name at Bank (hereinafter “Account(s)”) and that are associated with the Services (the “Account Agreement”). All capitalized terms used herein without definition shall have the meanings given to them in the Account Agreement or the National Automated Clearing House Association’s (“NACHA”) *Operating Rules and Operating Guidelines* which govern the ACH system (the “NACHA Rules”).

By signing this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement, as the same may be amended from time to time as further described below. This Agreement becomes effective with respect to the Services when this Agreement has been executed without modification by Customer. Bank will provide use of the Services when Bank has received all required and properly executed agreements and forms and when Customer has satisfactorily completed Bank’s implementation, testing and training requirements, if any, in the use of the Services. Customer may not modify any portion of this Agreement without Bank’s prior written consent and agreement, and any attempt by Customer to do otherwise shall render Customer’s Agreement null and void.

- New Services’ Set-Up**     **Existing Services’ Customer**  
 **Change Delivery Method**     **Add Account(s)**

<b>Customer Name:</b>	INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
<b>Address:</b>	1800 27 <sup>th</sup> Street
<b>City, State, Zip:</b>	Vero Beach, FL 32960
<b>Contact Name:</b>	██████
<b>Contact Phone:</b>	██████

Original Bank ABA <sup>1</sup>	Account Number
067014822	Concentration

<sup>1</sup> ABA number from check / item.

**Remittance Details Delivery Method:**

Add  Delete

**TD eTreasury**

(Note: Requires Customer's execution of TD eTreasury Service Appendix and associated cash management documents)

Add  Delete

**Secure Email (list all email addresses):** \_\_\_\_\_

Add  Delete

**Facsimile**

**Facsimile Number (one only):** \_\_\_\_\_

Add  Delete

**File Transmission**

(Note: Requires Customer's execution of TD Data Transmission Service Appendix and associated cash management documents)

**INTERNAL USE ONLY**

*(File name to be completed by Transmission Group only.)*

**File Name:** \_\_\_\_\_

**(Naming convention for file name allows four (4) characters to identify the Customer.)**

**Date:** \_\_\_\_\_

**Implementer:** \_\_\_\_\_

**TERMS AND CONDITIONS**

**1. Services.** The Services described in this Agreement allow Customer to receive detailed reports for Received Debit Entries and Received Credit Entries ("Reports"). The information included in the Reports includes batch, Entry and Addenda Record information. The Reports display all SEC Codes unless otherwise indicated by Bank from time to time.

**2. Definitions.** The following terms are all defined in the *NACHA Rules*: ACH, Entry, Received Debit Entry, Received Credit Entry, SEC Codes, Addenda Record.

**3. Operations.**

**3.1 Reports Options.** Customer must select a Remittance Details Delivery Method option above as offered by Bank for the Services from time to time.

**3.2 Reports and File Output.** The Reports that are made available to Customer are generally in "human readable format," except for Reports that are requested to be transmitted via TD's Data Transmission Service in NACHA or other formats. Bank will report the following SEC Codes: CCD, CCD+, CIE, CTX, PPD and PPD+, and will include information of both the NACHA six record (Entry Detail Record) and the seven record(s) (Addenda Record(s)). Incoming International ACH (IATs) are not delivered in human readable format, unless delivered via TD's Data Transmission Service (which transmission method includes all SEC Codes). IAT's are manually delivered, unless otherwise indicated by Bank from time to time.

**3.3 Reports Transmission.** Bank shall use commercially reasonable efforts to make the Reports available to Customer each Business Day on which any Received Debit Entries or Received Credit Entries are received by Bank. Customer reports are delivered on a daily basis. Custom options to have the Reports made available on a weekly or monthly basis, or as otherwise specified by

Customer, may be agreed to by Bank. Non-daily Reports contain cumulative information for the period covered in the Report. Reports will be made available to Customer through the designated channel offered by Bank and selected by Customer from time to time. Bank may change any such offered channel at any time.

3.4 This Agreement is Bank's record of Customer's instructions regarding the Services. If the information that Customer has provided above is incorrect in any category, Customer must advise Bank immediately, as Bank is NOT responsible for providing or not providing the Reports unless Customer's instructions are accurately described in this Agreement.

3.5 Bank shall be bound only to exercise ordinary care in providing the Reports as set forth herein.

3.6 Bank shall have a reasonable time after receipt of Customer's request to implement this Agreement or any changes hereto or to Customer's instructions.

#### **4. Account Agreement; Service Fees.**

4.1 Bank and Customer agree that the Services and any Account established by Customer in connection with the Services shall also be governed by the Account Agreement, including one or more fee schedules issued by Bank for the Account, and the terms of the Account Agreement are incorporated herein by reference. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict. Customer agrees to compensate Bank for the Services in accordance with the applicable fee schedules or written agreements between Bank and Customer in effect from time to time that apply to the Services.

4.2 Customer authorizes Bank to charge Customer's Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or allowances for Customer's Account(s). Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income) that may be applicable to the Services.

4.3 Bank may amend fees associated with the Services and Account(s) in aggregate or individually, at any time. To the extent that such changes adversely affect Customer, Bank will give notice to Customer of such changes, in accordance with applicable law, or as may otherwise be agreed to by the parties.

#### **5. Limitation of Liability; Disclaimer of Warranties.**

5.1 Except to the extent required by law, the liability of Bank in connection with the Services shall in all cases be limited in accordance with the terms of the Account Agreement.

5.2 CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS;" AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

**6. Indemnification.** Except as otherwise expressly prohibited or limited by law, Customer agrees to indemnify and hold Bank harmless from any and all claims, liabilities, losses, damages, costs and expenses (including its reasonable attorneys' fees) that Bank may incur or that may be asserted by any person or entity against Bank, in accordance with the terms of the Account Agreement, arising out of any action at any time taken or omitted to be taken by (i) Customer under or in connection with this Agreement, including, but not limited to, Customer's failure to observe and perform properly each and every obligation in accordance with this Agreement; or (ii) Bank in reliance upon any instructions given or purporting to have been given under this Agreement by Customer to Bank, or any information or order which Customer provides to Bank.

#### **7. Term and Termination.**

7.1 This Agreement shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information reasonably required by Bank prior to commencing providing the Services.

7.2 Except as otherwise expressly set forth herein, this Agreement shall continue in effect until terminated by either party on five (5) days' prior written notice. Notice for Customer must be provided by an Authorized Representative. Termination will occur automatically upon the closure of the Account(s).

7.3 Any termination of this Agreement, whether initiated by Customer or Bank, will not affect any of Customer's or Bank's rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement. In addition, the provisions of this Agreement relating to Customer's and Bank's liability, Customer's indemnification of Bank, and the disclaimer of warranties shall survive the termination of this Agreement.

**8. Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank from operating normally.

**9. Entire Agreement; Changes to the Services and this Agreement.** Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, the Account Agreement, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services. Bank may change the Services and this Agreement (including any Amended Agreement) in accordance with the terms of the Account Agreement. Customer will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if Bank amends this Agreement.

**10. Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

**11. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**12. Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any

of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

**13. Governing Law; Conflicts.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law, and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

**14. Notices.** All notices required or permitted by this Agreement (including all documents incorporated herein by reference) to be given shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose or to Customer at the address associated with Customer's Account. All such notices shall be effective upon receipt. Notices by Bank may be made in accordance with the terms of the Account Agreement.

**15. Beneficiaries.** This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

**16. Documentation.** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

**17. Recording of Communications.** Customer and Bank agree that all telephone conversations between them or their agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

**18. Facsimile Signature.** The parties acknowledge and agree that this Agreement and any amended Agreement may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature.

IN WITNESS WHEREOF, Customer has duly caused this Agreement to be executed by its Authorized Representative.

INDIAN RIVER COUNTY BOARD OF  
COUNTY COMMISSIONERS

(Customer)

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

(Address)

By:

(Signature of Authorized Representative)

Print Name:

Title:

Date of Agreement: , 2016