WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Fayette, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, Pursuant to this program, the County of Fayette, as Trustee for the Taxing Districts therein, has acquired an interest in the following described mobile home:

VIN: VL1281564
1991 FAIRM
MH PARK: Not In Park

PERMANENT PARCEL NUMBER: 07-021 sold on November 10, 2014

Commonly known as: LOTS 81-82 BLK 1
and it appearing to the County board that the redemption/reconveyance party, Mary Whipple, has defaulted a time payment contract.

Of the total amount due of $1,272.67, the redemption/reconveyance party has only paid $492.00. After several attempts to collect the balance, the County board feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

WHEREAS, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

$0.00 to be paid to the County Clerk to reimburse the revolving account for the charges advanced from this account, $324.78 is to be paid to the Agent for his services under his contract and the balance, $167.22, shall be paid to the Treasurer of Fayette County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 14 day of August, 2018

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

DEFAULTED SURRENDER
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COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-08-14-F

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 14th DAY OF AUGUST, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS DAY OF AUGUST, 2018
ORDINANCE NO. 2018-08-14-F

AN ORDINANCE APPROVING THE ANNUAL PEOPLEWARE AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County Clerk has reviewed and requested approval from the County Board of the attached Annual Peopleware Agreement (attached hereto as Exhibit A); and,

WHEREAS, that said Agreement is for the purpose of County Clerk’s business software and that the contract price of Ten Thousand One Hundred Seventy Dollars ($10,170.00) will be paid out of the County Clerk’s budget; and

WHEREAS, it is in the best interests of the County to approve the attached Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Annual Peopleware Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary,
appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the __14th__ day of August, 2018, upon yea and nay vote as follows:

Ayes 11
Nays 0
Absent 2

APPROVED by the Chairman of the Fayette County Board, Illinois on the __14th__ day of August, 2018.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

(SEAL)
EXHIBIT A
Page 1 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2018.

ANNUAL PEOPLEWARE

$ 3,250.00  Support – Operating Systems
$ 0.00  – Server Farm
   “Without an On-Site Full Time Network Technician”
$ 750.00  – Department / County with Maximum of Six (6) Hardware Devices
   “Without an On-Site Full Time Network Technician”
$ 1,500.00  – Personal Computer / Server or Department File Server
   “Without an On-Site Full Time Network Technician”
$ 2,500.00  – County File Server(s)
   “Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC’s vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC’s then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

1,270.00  Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – Annual Lease – 4 Users
   Pro-rated March 1, 2019 – August 31, 2019
1,980.00  Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – Annual Lease – 20GB

6,345.00  Support – Application Systems

560.00  E-Recording Acceptance – w/”CIC State Wide Software License”
   Pro-rated January 1, 2019 – August 31, 2019
100.00  INSTANT Sharing / Seat – 2 Seats
435.00  MinutesTaker Board
4,070.00  Records Management / Imaging – Illinois
660.00  Remote Access / Printing Service w/CIC State Wide Software License
200.00  Server Farm – Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 10.8Mbps Committed Information Rate (CIR) Access) – 20GB
320.00  Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 4 Users
   Pro-rated March 1, 2019 – August 31, 2019

Page 7 of 9
EXHIBIT A
Page 2 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Fayette County, Illinois, dated September 1, 2018.

ANNUAL PEOPLEWARE Continued

895.00  Enhancements – Application Systems

90.00   E-Recording Acceptance – w/"CIC State Wide Software License"
        Pro-rated January 1, 2019 – August 31, 2019
115.00  MinutesTaker Board
445.00  Records Management / Imaging – Illinois
155.00  Remote Access / Printing Service w/CIC State Wide Software License
90.00   Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S
        Word, Excel, PowerPoint, SQL & Terminal Server) – 4 Users
        Pro-rated March 1, 2019 – August 31, 2019

(320.00)  Annual Peopleware INSTANT Response Support Call Log Credit – 91.18% Logged

$10,170.00  ANNUAL PEOPLEWARE TOTAL
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COUNTY OF FAYETTE, ILLINOIS

Ordinance Number __2018-08-14-G__

An Ordinance Approving Real Estate Contract
for 300 S. Seventh Street, Vandalia, Illinois

Adopted by the Fayette County Board
of the County of Fayette, Illinois
This _______ 14th __________ Day of August, 2018

Published by the Authority of
The County Board of Fayette County
This _______ 14th __________ Day of August, 2018
ORDINANCE NO. _ 2018-08-14-G

AN ORDINANCE APPROVING REAL ESTATE CONTRACT FOR 300 S. SEVENTH STREET, VANDALIA, ILLINOIS

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the County Board on July 10, 2018 made the decision to list 300 S. Seventh Street, Vandalia, Illinois for purchase at Forty Thousand Dollars ($40,000.00) and entered into contract for the sale of said property with Fayette County Real Estate; and,

WHEREAS, an offer has been on the property by Kelly Washburn in the amount of Thirty Eight Thousand Dollars ($38,000.00); and,

WHEREAS, the County is accepting said offer (Real Estate Contract attached hereto as Exhibit A); and

WHEREAS, Fayette County Real Estate will receive a commission in the amount of One Thousand Five Hundred Ninety-Six Dollars ($1,596.00) for sale of said property; and

WHEREAS, it is in the best interests of the County to approve the attached Real Estate Contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Real Estate Contract for 300 S. Seventh Street, Vandalia, Illinois.
SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Real Estate Contract in the name of the County and any documents required at the closing of said property. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Real Estate Contract and any documents required for the closing of said property. Upon passage and signing of this Ordinance and the Real Estate Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 14th day of August, 2018, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS  Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
MARK ISAIAH  Resigned
DEAN J. BERNHARDT  Yea
KEITH COLE  Yea
DARRELL SCHAAAL  Yea
JENNY WAGGONER  Yea
GLENN GURTNER  Absent
GLENDA J. BARTELS  Absent
WADE WILHOUR  Yea
CHAD AUSTIN  Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the _14th_____ day of August, 2018.

Jeffrey E. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

[SEAL]
This Contract has been prepared by legal counsel to Greater Gateway Association of REALTORS® and REALTOR® Association of Southwestern Illinois and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc.

Any unauthorized use is strictly prohibited.

Date: 07/23/2018

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

1. MUTUAL COVENANTS. Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all appurtenances thereof upon the terms set forth in this Contract: Legal Description/Permanent Parcel Number 16-14-16-332-001 situated in Fayette County, Illinois, commonly known as 221 N Seventh Street, Vandalia, IL 62471 with an approximate lot size of 75 x 80 ("Property"). "Buyer" and "Seller" as used in this Contract shall mean those parties respectively set forth on the signature page hereof. For purposes hereof, this document and all approved addenda shall be referred to as the "Contract".

2. DUAL AGENT. The Parties confirm(s) that they have previously consented to the Designated Agent (designated on the last page of this Contract) acting as a dual agent in providing brokerage services on their behalf and specifically consent(s) to Designated Agent acting as a dual agent in regard to this transaction.

3. INCLUSIONS/EXCLUSIONS: The following ITEMS are included or excluded in the sale and are the exclusive property of the Seller, having been paid in full:

Inclusions:

Exclusions:

4. OFFER AND ACCEPTANCE. These terms shall constitute an offer, which shall expire and any Earnest Money (hereafter defined) shall be returned, unless the offer is accepted on or before the Acceptance Deadline (hereafter defined). NO CONTRACT SHALL EXIST BETWEEN THE PARTIES UNLESS THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS) IS/ARE SIGNED BY BOTH BUYER AND SELLER. THE "EFFECTIVE DATE" OF THE CONTRACT SHALL BE THE LAST DATE THAT ALL PARTIES HAVE SIGNED THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS, IF ANY).

5. TENANCY. Title to be taken as (choose one):

☐ joint tenants
☐ tenants in common
☐ tenant in severalty
☐ to be determined.

6. PURCHASE PRICE. $38,000 ("Purchase Price") $1,000 ("Earnest Money") to be held in the escrow account of Burttschi Brothers, as Escrow Agent for disposition in accordance with this Contract and as required by law. Buyer shall have the right to extend the Contingency Date for _______ periods of _______ days each, by notice to the Seller on or before the Contingency Date (hereafter defined), as extended in accordance herewith, together with a payment of $____ for each of the first (1st) and second (2nd) additional day extensions (each being referred to herein as "Additional Earnest Money Deposit"). Any additional Earnest Money deposit shall be paid directly to the Seller and shall be applied as a credit to the Purchase Price, but will not be refundable in the event the Buyer terminates this Agreement.

7. CLOSING AND POSSESSION. The "Closing" or "Closing Date" is the day on which the Parties have fulfilled their obligations under the Contract, including instruments necessary to convey title and the deposit of the Purchase
Price for disbursement to the Seller. The Closing under this Contract shall take place on or before 08/07/2018 at the office of the title company or insured escrow agent ("Closing Agent" or "Title Company") as chosen by the Seller, subject to the provisions of this Contract. **Except as may be provided by Addendum, Seller shall deliver possession and keys to the Property to Buyer no later than the time of Closing.** Seller agrees to leave the Property in broom clean condition, free of all litter, trash and/or debris, and to remove all personal property not sold to Buyer. Buyer and Seller authorize the Closing Agent to release to the real estate agent(s) signed copies of the HUD/RESPA statement. Seller grants Buyer and Buyer's Designated Agent the right to enter and "walk through" the Property and the right to have utilities turned on or transferred, at Buyer's expense, within four (4) days prior to Closing. The purpose of the "walk through" is for the Buyer to verify that the Property is in the same general condition it was as of the Effective Date of this Contract and that repairs, if any, were completed in a workmanlike manner. Waiver of inspections herein does not waive the right to a "walk through" prior to Closing.

8. **Waived** ☐ Required **BUYER'S CONTINGENCIES.** In addition to any other conditions set forth in this Contract, Buyer's obligation to close the purchase provided for herein shall be subject to the fulfillment by satisfaction or waiver in the reasonable discretion of Buyer, ("Buyer's Contingency") on or before [date] (the "Contingency Date") of the following contingencies:

### CHECK THE CONTINGENCY(IES) WHICH APPLY

<table>
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<tr>
<th>Contingency</th>
<th>Expense By</th>
<th>Expense</th>
<th>Shared Expense</th>
<th>Application By</th>
<th>Application Date</th>
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<td>Buyer</td>
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<tr>
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<tr>
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<tr>
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<td>Equally shared</td>
<td>Seller</td>
<td>Buyer</td>
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</table>

Application shall be made to the appropriate authority for any contingency requiring approval on or before the above indicated application date, with due diligence and in good faith to obtain items requested above. Buyer shall furnish affidavits and lien waivers to comply with the provisions of the Illinois Mechanics Lien Act and shall hold Seller harmless from any and all mechanics' liens, which might arise by virtue of this Section.

If Rezoning, Variance or Special Use Permit is sought, intended use or zoning classification of the property is to be changed from __________________________ to a classification to allow use of such property for (state intended use) _________________________________.

9. **FINANCING CONTINGENCY.**

☐ Loan. This Contract is contingent upon Buyer obtaining a loan commitment with a Loan Amount ——% of the Purchase Price: Initial annual interest rate not greater than: ——% for a term no less than —— years amortized over —— years.

Other Terms:

__________________________________________

("Loan Terms")

The Buyer must satisfy this contingency by ____________________ ("Finance Contingency Deadline") Buyer shall use due diligence and good faith in obtaining such financing or assumption and in serving upon Seller written evidence of a commitment for same (i.e.: all appraisals completed, no sale of other property unless provided by addendum) ("Loan Commitment"). If Buyer has been unable to obtain a Loan Commitment and has served a copy of a written statement by the lender of such inability upon the Seller by the Finance Contingency Deadline, the Buyer may terminate this Contract by service of the Termination Notice on
the Seller on or before such Finance Contingency Deadline. If Buyer has not served upon Seller written evidence of a Loan Commitment on or before the Finance Contingency Deadline Seller may, **within five (5) days after the Finance Contingency Deadline**, terminate this Contract by service of the Termination Notice on Buyer. For Termination Procedure, see paragraph 34. The Parties herein grant to the Buyer's lender the permission and authority to disclose information concerning the status of the loan (such as additional requirements or predictions) to the respective Designated Agents.

☑ **Cash Transaction.** This Contract is not contingent on financing. Buyer shall provide to Seller written evidence of funds available to Close on or before **fifteen (15) days after the Acceptance Deadline** but no later than **ten (10) days prior to Closing**, whichever is earlier. If Buyer fails to provide written evidence of funds as stated in the prior sentence, Seller may, at its option, and **within 5 days of Buyers failure to so provide,** terminate the Contract by service of Termination Notice to Buyer. For Termination Procedure, see Paragraph 34.

10. **APPRAISAL.** Buyer's lender may obtain an appraisal no later than the Finance Contingency Deadline, or if this Contract is a cash transaction (as provided in Section 9), Buyer at his option and expense may obtain an appraisal by a certified appraiser. If the appraisal report indicates that the appraised value is not equal to or higher than the Purchase Price, Buyer shall have the option to deliver a copy of the appraisal to the Seller **within two (2) days** after it is available to Buyer requesting an adjustment to the Purchase Price. If Seller does not agree to adjust the Purchase Price down to the appraised value **within five (5) days after Seller's receipt of the appraisal report,** Buyer, at his option, may terminate this Contract by delivery of a Termination Notice to Seller **within two (2) days** following the aforementioned **five (5) day period.** For Termination Procedure, see Paragraph 34. Nothing herein shall prevent Buyer and Seller from reaching a negotiated Purchase Price adjustment prior to the termination of the Contract. If Buyer is basing offer on square footage, measurements or boundaries, Buyer should have those items independently measured to verify any reported information.

11. **INSPECTIONS.** Subject to the terms of this Section 11, Buyer and Seller agree that the Property is being sold in its present, "AS IS" condition, with no warranties, expressed or implied, and that conditions of the Property that are visible on a reasonable inspection by the Buyer should either be taken into account by the Buyer in the Purchase Price, or the Buyer should make the correction of these conditions by Seller a requirement of the Contract; this provision shall survive Closing and delivery of Seller's deed to the Buyer.

(A) **DUE DILIGENCE.** The Parties also acknowledge that the real estate agents and agencies involved in this transaction have no special training or experience with respect to the many structural and environmental aspects of the Property, or with discovering and/or evaluating defects, including, but not limited to, structural defects, roof, basement, mechanical equipment, radon gas, lead based paint hazards, sewer systems, wells, mold and mold infestation, plumbing, asbestos, exterior drainage, termite or other type of wood destroying insect infestation or damage. Buyer acknowledges that he will carefully inspect the Property or has been offered the right to have the Property inspected. Buyer also agrees to verify and inspect any defects listed on the Lead Based Paint Disclosure, Mold Disclosure, if applicable, that are important to Buyer by an independent investigation. Buyer acknowledges that neither Seller nor any real estate agent(s) is an expert at detecting or repairing physical defects in the Property.

PAINTING, DECORATING OR OTHER ITEMS OF A COSMETIC NATURE, REGARDLESS OF THE COST TO REMEDY, SHALL NOT CONSTITUTE A DEFECT FOR THE PURPOSE OF THIS PROPERTY INSPECTION CONTINGENCY.

(B) **INSPECTION REMEDIES.** If the Contract is not declared terminated pursuant to this Section, and the Buyer has delivered Buyer's Inspection Response to Seller, then Buyer and Seller shall have **ten (10) days** after Seller's receipt of the Inspection Response in which to reach an agreement in writing for the repair of such defects by the Closing Date, including, but not limited to:

(a) who shall pay a specific portion of such repairs and the individual contractors who will do the work, or
(b) an agreed monetary adjustment at Closing in lieu of the correction of defects, or
(c) terms which include who shall pay and what contractors will do a portion of the work together with an agreed monetary adjustment at Closing.

(Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate). If no written agreement is reached within **said ten (10) days**, then the Buyer may terminate this Contract by delivery of a Termination Notice to the Seller. Notwithstanding the previous sentence, if within the **ten (10) day period**, the Seller's written commitment to correct all the non-structural defects at his expense prior to Closing or the Buyer's written commitment to accept the Property without correction of the defects shall also constitute an "agreement" for purposes of this Section, even if earlier negotiations failed to produce an agreement. In the event of termination, Buyer must show proof of payment to all inspectors prior to release of the Earnest Money. For
Termination Procedure, see Paragraph 34.

(C) LIABILITY DISCLAIMER. The real estate agent(s) shall not be liable in any way for damages incurred pertaining to which inspector or inspectors are chosen to conduct the inspection, the results of any inspections or findings of any Parties in connection with an inspection, or the expense of any party in connection with this or any other provision forming part of this Contract.

Seller warrants that as of the Acceptance Deadline he has not received any written notification from any governmental agency requesting any repairs, replacements or alterations to the Property, which have not been satisfactorily made or disclosed to the Buyer in writing and will promptly inform Buyer of any such notice received prior to Closing.

12. AS IS. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE SPECIAL WARRANTY DEED AND AS EXPRESSLY SET FORTH IN THIS CONTRACT), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANYONE ELSE MAY CONDUCT THEREON; (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (vii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (viii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS AND AS EXPRESSLY SET FORTH IN THIS CONTRACT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SECTION 12 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS CONTRACT WITHOUT CLOSING, AS APPLICABLE.

13. ACCESS TO PROPERTY. Seller agrees to permit access to the Property by governmental inspectors, contractors, pest inspectors, Property inspectors, engineers and appraisers selected by Buyer as provided for in the Contract, or inspectors required by Buyer's lender, upon reasonable advance notice to Seller. Buyer and Buyer's agent(s) may also be present during all such inspections and the "walk through". Buyer will hold harmless and indemnify Seller from mechanics liens accrued from its investigations of the property.

14. ADJUSTMENTS AND CLOSING COSTS. Unless otherwise agreed herein, adjustments, charges, and Closing costs are to be paid by the Parties as follows:

Buyer shall pay (where applicable):

(a) Later date title charges and other Title Company charges (including closing, recording and escrow fees, and all title charges required by the Lender) customarily paid by Buyer;

(b) Hazard insurance premiums; flood insurance premium, if required by Lender;

(c) Credit report(s), appraisal fees and survey;

(d) Any charges imposed by the Buyer's lender, for example: points, loan discount fees, and other loan
expenses; property inspections; inspections and governmental permits;
(e) Taxes and assessments, subdivision assessments and condominium assessments levied after closing 
(see below);
(f) Real estate commission per written Contract with Buyer's agent; and

Seller shall pay (where applicable):
(a) Existing loans on the Property (if not assumed by the Buyer);
(b) Basic title insurance premium and other Title Company charges (including closing, recording and 
escrow fees) customarily paid by Seller;
(c) Inspection fees;
(d) Taxes and assessments, subdivision assessments and condominium assessments levied before 
Closing (see Section 17 below) and revenue stamps;
(e) Real estate commission;
(f) Transfer of tenant security deposits (if applicable);
Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the 
month as of the Closing Date.

Seller shall pay the last day (where applicable):
(a) Current rents (Seller to receive rent for day of Closing);
(b) Rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
(c) Ad valorem real estate taxes;
(d) Subdivision or Common Area upkeep assessments and monthly condominium fees;
(e) Interest (when Buyer assumes an existing loan);
(f) Utility charges (including, but not limited to, water, sewer, trash and fuel and fuel storage tank.);

15. SURVEY. Buyer may obtain a survey at Buyer's cost, which shall be drawn by a licensed Illinois Land Surveyor, 
at least ten (10) days prior to Closing.

(a) Within five (5) days of receipt of survey, Buyer shall give written notice of objections to the survey, that: (1) 
are unacceptable to Buyer and (2) adversely affect the use of the Property. Failure of Buyer to serve written 
notice of objections to the survey on Seller within such time frame will constitute a waiver by Buyer of any 
survey objections.
(b) If Buyer does timely object, Seller has five (5) days from receipt of the survey objections to agree in writing 
to correct the survey defects, at Seller's expense, prior to Closing, or agree to reduce the Purchase Price based 
on the survey objections.
(c) If Seller does not so agree as provided in 15 hereof, the Buyer may terminate this Contract by delivery of a 
Termination Notice to the Seller, unless Buyer, within two (2) additional days or the Closing Date, 
whichever is earlier, agrees in writing to accept the Property subject to the survey objections. If the Buyer 
delivers the Termination Notice, the Seller shall promptly sign the Termination Notice to return the Earnest 
Money to the Buyer. (Note: In the event the Buyer terminates the Contract as a result of the survey, 
notwithstanding Section (b) above, the Buyer must provide proof of payment to the surveyor, prior to release 
of the Earnest Money). For Termination Procedure, see Paragraph 34.

16. EVIDENCE OF TITLE. Within a reasonable time after the Acceptance Deadline, Seller shall deliver a commitment 
for title insurance ("Title Commitment") issued by a title insurance company ("Title Company") regularly doing 
business in the county where the Property is located, committing the Title Company to issue a policy in the usual 
form insuring title to the Property in Buyer's name for the amount of the Purchase Price.

Buyer is cautioned that there may be subdivision covenants, bylaws, or other restrictions on the use of the 
Property, all of which should be recorded in the office of the Recorder of Deeds in the county in which the 
Property is located ("Title Restrictions"). Examples of restrictions include construction of improvements 
including room additions, a swimming pool, and non-residential uses of the Property such as use of a 
room for business or the right to keep certain vehicles or animals on the Property. The Buyer is advised to 
review all easements, government regulations and subdivision restrictions before Closing if the Buyer 
plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, restrictions or 
other matters affecting the title or use of the Property, Buyer should seek competent legal advice. The 
real estate agents have no responsibility to advise the Buyer about any Title Restrictions concerning the 
Property.

“Permitted Exceptions” to title shall include only the lien of taxes and assessments, zoning laws and building 
ordinances, easements, apparent or of record, which do not underlie the improvements; all items which an 
accurate survey conducted in accordance with Section 15 herein would show, covenants and restrictions
apparent or record of which are not violated by the existing improvements or by the present use of the Property; existing mortgages (which will be satisfied at Closing, if not assumed); coal, gas and other minerals excepted or conveyed in prior transactions; and limitations and conditions imposed by the Illinois Condominium Property Act, if applicable ("Permitted Exceptions").

Buyer shall deliver written notice of exceptions (other than the Permitted Exceptions) to which the Buyer objects and the reasons for the objection to Seller within seven (7) days after being furnished the Title Commitment. Seller shall have five (5) days to have such title exceptions removed or demonstrate that the objections will be cleared prior to Closing. If Seller is unable to cure such title exceptions or demonstrate that the objections will be cleared prior to Closing, the Buyer shall have the option to terminate this Contract, in which case the Buyer shall deliver to Seller a Termination Notice. For Termination Procedure, see Paragraph 34. In the event the Title Commitment is not available to allow the full time frames provided above, such time limitations shall be adjusted pro-rata to meet the Closing Date agreed to between the Parties. At closing, title shall only be subject to lien of taxes for current year and thereafter and permitted exceptions.

17. TAXES AND ASSESSMENTS. The ad valorem real estate taxes and assessments (both governmental and private) shall be apportioned through the Closing Date at the Seller's expense (Seller to have the last day). The proration thereof shall be calculated upon the basis of the most recent tax information, including confirmed multipliers. Any special assessment, regardless of whether such special assessment is a lien on the Property or is required under the covenants, restrictions, or declarations of a subdivision, development, or condominium, which is a onetime assessment being paid in installments by the Seller, shall be paid in full at Seller's expense at the time of Closing. All such taxes and assessments shall constitute a credit to Buyer against the Purchase Price and shall relieve the Seller from any liability to Buyer in connection herewith.

18. DEED OF CONVEYANCE. Seller shall execute a special warranty deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple, subject to exceptions permitted herein, the conditions and stipulations and standard or general exceptions contained in the owner's policy of title insurance procured by Buyer insuring Buyer's title to the real estate and delivered, building lines and restrictions of record, zoning and building laws and ordinances, private and public utility easements of record, covenants and restrictions of record; party wall rights and agreements of record, to Buyer at Closing upon Buyer's compliance with the terms of this Contract.

19. RISK OF LOSS. Risk of loss to the improvements on the Property shall be borne by the Seller until Closing. If, after the Contract is executed, the Property is destroyed or damaged by fire, windstorm, or other casualty, Seller shall immediately notify Buyer in writing of the damage or destruction, and as soon as practicable, the amount of insurance proceeds payable, if any. In the event of such loss, the Parties will attempt to agree as follows: (A) Seller shall restore the Property to a condition mutually agreed upon by the Parties or (B) Buyer shall proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies insuring the improvements. Notwithstanding the previous sentence, if the Parties fail to agree to (A) or (B) above within ten (10) days after Buyer has received written notice of such damage or destruction and the amount of the insurance proceeds payable, the Contract shall be considered terminated. For Termination Procedure, see Paragraph 34. The termination hereunder does not constitute a default under this Contract by either party.

20. REMEDIES UPON DEFAULT. If either party defaults in the performance of any obligation of this Contract, the party claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in equity, including enforcement of sale and damages. In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to damages and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney's fees. In the event of Earnest Money dispute, parties acknowledge they must agree, in writing, to the disposition of Earnest Money or proceed to a resolution pursuant to the provisions of Paragraph 22. For the Termination Procedure, see Paragraph 34.

21. EARNEST MONEY. The Real Estate License Act [225ILCS 454/20-20 (h) (B) (B)] requires earnest monies held in escrow be deemed "abandoned" if all the following transpire: (i) the absence of disbursement, (ii) the absence of the filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed from the receipt by the broker of a written demand for the escrow monies by either principal to the transaction or either principal's duly authorized agent. In the event of earnest money dispute, parties acknowledge they must agree, in writing, to the disposition of earnest money as stated in the Termination Notice. Parties further acknowledge real estate brokers have no authority to release earnest money without signatures of all parties to the Contract. If the parties fail to agree, the disposition of the earnest money shall be distributed pursuant to Paragraph 22, namely, as agreed to by the Parties in writing or as directed by an arbitrator's award, as appropriate.

22. LITIGATION/MEDIATION/ARBITRATION. Seller and Buyer agree that all disputes or claims for Earnest Money
$5,000 or less shall be filed through the small claims procedures available through courts of local jurisdiction. Seller and Buyer agree that any other disputes or claims arising out of or relating to this Contract over $5000, including, without limitation, disputes for the return of the Earnest Money or the overpayment/underpayment of taxes, the breach of this Contract, or the services provided in relation to this Contract, representations, made by the Buyer, Seller or other person or entity in connection with the sale, purchase, financing, condition, or other aspect of this Property, allegations of concealment, misrepresentations, negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with the Rules of Procedures of the HOMESSELLERS/HOMEBUYERS Dispute Resolution System as established by the National Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Buyer, and no real estate agents or other third parties may be involuntarily joined into such process. Any agreement signed by the Parties pursuant to the mediation conference shall be binding. The Parties shall pay the fees as set forth in the relevant rules as set forth herein.

The Parties further agree that any Disputes or claims for whatever cause or reason that are not resolved by mediation shall be settled by binding arbitration using the services of United States Arbitration & Mediation Midwest, Incorporated, in accordance with its relevant arbitration rules. The Arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled to costs of suit including a reasonable attorney's fee for having to comply with arbitration or defend or enforce the award. The provisions of this Section concerning arbitration apply to any Disputes or claims brought between the parties.

The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment, receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall it constitute a breach of the duty to mediate and/or arbitrate. The Escrow Agent may not be joined in any action involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or arbitration award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of the Earnest Money. Any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money prior to disbursement to the Parties.

23. NOTICES. For purposes of this Section and other provisions of this Contract, the Buyer or the Seller may be referred to as the "party" or "parties." All notices required shall be in writing and shall be served by one party or his Designated Agent to the other party or his Designated Agent. Notice to any one of a multiple person party shall be sufficient notice to all. Notice shall be given in the following manner subject to Paragraph 31 of this Contract:

   a) By personal delivery of such notice; or
   b) By mailing of such notice to the addresses recited herein by regular mail or by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing. Notices sent by regular mail shall be effective two (2) days after mailing (except mailing on , Sunday or a holiday shall be considered effective the next business day); or
   c) By facsimile transmission. Notice by facsimile transmission shall be effective as of the date and time of facsimile transmission, (except facsimile transmission on a Sunday or holiday shall be considered effective the next business day); or
   d) By e-mail, which e-mail shall be deemed effective when transmitted (except e-mail transmitted on a Sunday or holiday shall be considered effective the next business day).

24. FACSIMILE/ELECTRONIC COPIES. Fully executed facsimile/electronic (e-mail, scanned, etc.) copies shall be deemed true copies, however, Parties shall exchange original copies as soon thereafter as practicable.

25. NON-DISCRIMINATION. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM MILITARY OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.
26. BINDING EFFECT. The Contract shall be binding on and for the benefit of the Parties and their respective heirs, personal representatives, executors, administrators, successors or assigns. Unless specifically stated herein, all provisions of this Contract shall survive the Closing.

27. ASSIGNABILITY OF CONTRACT. This Contract is assignable by Buyer if the Buyer retains an ownership interest in the new entity. If Buyer will no longer have any ownership interest, then Buyer will need written consent of Seller, whose consent shall not be unreasonably withheld. If Seller is taking back a note and mortgage as part of the Purchase Price, or Buyer is assuming an existing note and mortgage, Seller may withhold his consent in his sole and absolute discretion. Unless otherwise agreed in writing, an assignment does not relieve the Parties of their obligations under the Contract.

28. GOVERNING LAW. This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with laws of the State of Illinois. All Parties to the Contract agree to act in good faith and fair dealing with one another.

29. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and in masculine, feminine or neuter gender according to content. The Illinois Real Estate License Act in effect on the Acceptance Deadline shall take precedence over any definition herein to the contrary.

30. ACCEPTANCE DEADLINE DEFINED. “Acceptance Deadline” is the time from which various time limits and contingencies are to be measured. Unless otherwise agreed in writing, “Acceptance Deadline” is defined as the deadline for acceptance that was provided to the last party whose signature resulted in a Contract (even if that signature was obtained before the deadline). Provided however in the event no offer resulted in a Contract, “Acceptance Deadline” is defined as the deadline for acceptance provided in the most current offer.

31. TIMING. Except for the “Acceptance Deadline” as defined in Section 30 and a deadline stated in days in Addendum A, if any date, time period or deadline hereunder falls on Sunday or a state or federal holiday, then such date shall be extended to the next occurring business day. A "Working Day" includes all weekdays except holidays. Subject to this Paragraph 31, if any provision of the Contract or any Addendum refers to a date, time period, or deadline in "days", said reference to days shall mean calendar days unless specified otherwise.

32. ENTIRE AGREEMENT. This Contract constitutes the entire Agreement between the Parties hereto and there are no other understandings, written or oral, relating to the terms hereof. The Contract may not be changed, modified or amended, in whole or in part, except in writing by all Parties.

33. AGENT INTEREST. Pursuant to 225 ILCS 454/10-27, Jared & Kelly Washburn is a licensed real estate broker/agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that subject of this transaction.

34. TERMINATION PROCEDURE. In the event either party to this Contract is entitled to deliver a Termination Notice to the other party pursuant to this Contract, the party receiving the Termination Notice has an affirmative obligation to sign the Termination Notice and the Earnest Money shall be disbursed to the terminating party. If a Termination Notice is provided by a party for a reason other than allowed in the Contract, including any agreed Addenda, that party shall propose a distribution of the Earnest Money that such party deems appropriate under the circumstances; and the receiving party shall accept or reject the proposed Termination Notice within the time requirements of this Paragraph. If either party submits a Termination Notice or refuses to sign the Termination Notice without right under the reasons submitted on the Notice, such party shall be considered in default as described in Paragraph 20. The Termination Notice shall be signed and returned within five (5) days or the terms of Paragraph 20 shall govern.

35. □ ADDENDA. If checked, the attached addenda are made a part of this Contract:

__________________________

__________________________

__________________________

SPECIAL AGREEMENT(S):

Buyer to verify that the intended use for the building is possible. Buyer will not take any commission for the selling part or the office's cut. The only commission received will be what is owed to the listing agent.

__________________________

__________________________

INITIALS

Page 8 of 10

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INITIALS
36. **RIGHT TO SIGN:** By signing this document, you are certifying that you have the legal authority to sign this Contract.

**INITIALS.** The Parties have initialed each of the ten (10) pages of this Contract. Initializing each of the eleven (11) pages merely acknowledges that the Parties have read and understand the terms indicated on such pages; failure to initial all the pages shall not be cause to invalidate this Contract if all other conditions to the formation of the Contract are satisfied.

**PLEASE PRINT**

**PARTIES:**

SELLER  **Fayette County**

BUYER  **KJ Washburn Enterprises Inc**

**Address:**  221 S. 7th St.

**Address:**  1564 N 1535 Street

**City/State/Zip:**  **Vandalia, IL 62471**

**City/State/Zip:**  **Brownstown, IL 62418**

**E-mail Address (Optional):**

**E-mail Address (Optional):**  kellywashburn24@gmail.com

**Attorney:**

**Attorney:**

**Listing Broker:**  Fayette County Real Estate

**Selling Broker:**  Fayette County Real Estate

**Address:**  725 W Fillmore Street

**Address:**  725 W Fillmore Street

**City/State/Zip:**  Vandalia, IL 62471

**City/State/Zip:**  Vandalia, IL 62471

**Phone/Cell:**  618-283-2344

**Phone/Cell:**  618-283-1776

**Date:**  07/23/2018

**Date:**  07/23/2018

**Designated Agent:**  Donna Johnson

**Designated Agent:**  Kelly Washburn

**Phone:**  618-267-4392

**Phone:**  618-322-5127

**Fax:**  618-283-2344

**Fax:**  618-283-2344

**E-mail Address (Optional):**

**E-mail Address (Optional):**  kellypontious@yahoo.com

**Contract to be accepted by Seller by 8P Mon 06/25/2018,** which is the "Acceptance Deadline."

**OFFER TO PURCHASE RECEIVED BY LISTING AGENCY:**

Fayette County Real Estate

**DATE**

**By**

**INITIALS**

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453 SELLER: □ Accepts □ Rejects or □ Counter Offers – the foregoing contract. If Seller counters, counteroffer
454 Addendum is attached.
455 On this ___ day of August, 2018 (year),
456 ____________________________  ____________________________
        Seller                                Date

457 TITLE COMPANY INFORMATION:
458 Name: Burtschi Brothers  Contact: Lisa or Sharon
459 Address: 415 W Gallatin Street, Vandalia, IL 62471
460 Phone: 618-283-2102  Fax:  E-Mail Address:
CONTRACT TO PURCHASE AMENDMENT

CONTRACT DATED: 07/23/2018

PROPERTY: 300 N Seventh Street, Vandalia, IL 62471

BY AND BETWEEN: ____________________________________________, Seller
and Kelly Washburn ____________________________________________, Buyer.

The parties agree that due to a change in circumstances, the Parties have agreed to amend the Contract with the following terms:

1. Contract – Paragraph #_____ Line #_____ is changed as follows:

Property address is 300 N, Seventh Street, Vandalia, IL 62471

2. Contract – Paragraph #_____, Line #______ is changed as follows:

3. Contract – Paragraph #_____, Line #______ is changed as follows:

4. Contract – Paragraph #_____, Line #______ is changed as follows:

5. Contract – Paragraph #_____, Line #______ is changed as follows:

6. Contract – Paragraph #_____, Line #______ is changed as follows:

7. Contract – Paragraph #_____, Line #______ is changed as follows:

In the event of a conflict between this Amendment and the Contract, this Amendment shall control. All other terms and conditions of the Contract remain unchanged and are in full force and effect. All capitalized terms herein not otherwise defined shall have the same meaning as in the Contract.

Seller
Date

Buyer
Date

Seller
Date

Buyer
Date
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COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-08-14-H

AN ORDINANCE APPROVING A MERCHANT AGREEMENT BETWEEN FAYETTE COUNTY TREASURER AND VANTIV, LLC

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS ______ 14TH _________ DAY OF AUGUST, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ______ 14th ________ DAY OF AUGUST, 2018
ORDINANCE NO. _2018-08-14-H_

AN ORDINANCE APPROVING A MERCHANT AGREEMENT BETWEEN
FAYETTE COUNTY TREASURER AND VANTIV, LLC

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized
and is now operating as a county under the provisions of the Illinois Counties Code, and all
laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, Fayette County Treasurer wishes to enter into an agreement with Vantiv,
LLC and Government Payment Service, Inc. for the acceptance of credit and debit cards in their
office (attached hereto as Exhibit A); and

WHEREAS, this agreement is effective for one (1) year and will automatically renew for
additional one year periods, unless the agreement is terminated pursuant to Section 5 of the
agreement, and

WHEREAS, said Contract will be paid pursuant to a Service Fee Schedule (attached to
the Merchant Agreement as Attachment "A"); and

WHEREAS, it is in the best interests of the County to approve the attached Merchant
Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE
COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance
are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Contract between the Fayette County Treasurer and
Vantiv, LLC.
SECTION 3. AUTHORIZATION TO OFFICERS.

The Fayette County Treasurer is authorized, empowered and directed to execute the Merchant Agreement in the name of the County. Upon passage and signing of this Ordinance and Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 14th day of August, 2018, upon yeas and nays vote as follows:

- BRYCE KISTLER  Yea
- JAKE HARRIS  Yea
- JOHN C. DANIELS, JR.  Yea
- JEFFREY BECKMAN  Yea
- GLEN W. DANIELS  Yea
- MARK ISAIAH  Resigned
- DEAN J. BERNHARDT  Yea
- KEITH COLE  Yea
- DARRELL SCHAAAL  Yea
JENNY WAGGONER 
Yea

GLENN GURTNER 
Absent

GLENDA J. BARTELS 
Absent

WADE WILHOUR 
Yea

CHAD AUSTIN 
Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 14th day of August, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conner
Fayette County Clerk

[SEAL]
MERCHAND AGREEMENT

This Merchant Agreement ("Agreement") is by, between and among:

FAYETTE COUNTY TREASURER
221 S. 7TH STREET
VANDAILA, IL 62471

referred to herein as "Merchant"; Vantiv, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Vantiv"); and Government Payment Service, Inc. (d/b/a "GovPayNet"), a Delaware corporation having a principal place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 ("GPS").

WHEREAS, GPS provides the "GovPayNet Payment Network," consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made using credit cards and debit cards by their authorized users (individually, a "Cardholder" and collectively, "Cardholders") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through GPS with such related support services as GPS provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Vantiv by GPS on Merchant's behalf; and

WHEREAS, by Merchant executing this Agreement, Vantiv is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with GPS to obtain certain processing services; (ii) GPS has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Vantiv, and GPS agree as follows:

1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

2. Security and Compliance.

2.1 Merchant acknowledges and agrees that certain PTO Rules apply to Merchant's acceptance of Cardholders' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Cardholders. In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint GPS as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and GPS accepts such appointment subject to any limitations in this Agreement and any attachments hereto. If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of GPS and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as GPS may reasonably request.

2.2 Merchant acknowledges that any Cardholder personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.
2.3 If at any time Merchant or GPS believes that Cardholder information has been compromised as a result of a breach of the GPS system, Merchant or GPS, as the case may be, must notify the other and GPS shall notify Vantiv, PTOs, Cardholders, and any other parties GPS is required to notify.

2.4 Merchant and GPS each additionally agrees to comply, at each party’s expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties’ businesses and operations.

3. GPS Obligations

GPS will enable Cardholders to pay amounts owed to Merchant by doing the following:

3.1 GPS shall obtain on Merchant’s behalf authorization to process a charge to the Cardholder’s credit card account or debit such Cardholder’s debit card account for purposes of funding payment(s) by such Cardholder to Merchant. Such charges or debits shall be subject to acceptance by the card issuer, PTO rules, and any other applicable laws or regulations.

3.2 GPS shall act on Merchant’s behalf in accepting payments from Cardholders made by credit cards and debit cards at the service fees listed on Attachment “A” to this Agreement. Cardholder shall pay all service fees unless Merchant advises GPS Merchant intends to pay all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to pay, Merchant shall follow the payment procedures described in Attachment “B” to this Agreement. Merchant hereby authorizes GPS to net and retain as GPS’s sole compensation service fees paid by Cardholders in addition to the payment amounts. GPS may modify Cardholder fees at its sole option, providing Merchant with 30 days’ notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure. Service fees are non-refundable.

3.3 GPS shall transmit payment transactions on Merchant’s behalf to Vantiv for further processing and shall further direct Vantiv to transfer Merchant’s portion of all settling funds received from PTOs to Merchant in accordance with then-standard GPS practices. GPS shall establish unique payment codes on its system for the routing of Cardholder funds to Merchant. Such codes shall be available to Cardholders through Merchant or by accessing GPS’s services.

3.4 GPS shall be responsible for the safety and security of all Cardholder information it obtains (such as the customer’s PTO account number, expiration date, and CVV2) in connection with the processing services provided under this Agreement. GPS will maintain proper security and responsibility for Cardholder data while it is in GPS’s possession, all at GPS’s sole cost in accordance with applicable PCI DSS requirements.

3.5 GPS reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-GPS standard peripheral devices, and other services and support as the parties may agree upon from time to time.

3.6 GPS shall provide administrative support to Cardholders and to Merchant through a toll-free telephone help line and the Internet.

3.7 GPS shall provide Merchant with participation procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the GPS service to Cardholders, and shall train Merchant staff on how to access and use, and how to assist Cardholders to access and use the GovPayNet Payment Network.

3.8 GPS shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.
4. Merchant Obligations

Merchant’s continued participation in the GovPayNet Payment Network is conditioned upon the following:

4.1 Merchant understands and agrees that its cooperation in promoting use of the GovPayNet Payment Network is a significant consideration for Merchant and GPS entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any GPS training or refresher training on the use and promotion of the GovPayNet Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials GPS provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that GPS provides and otherwise inform, encourage and assist Cardholders to use GPS for their payments to Merchant; and (iv) cooperate with all reasonable GPS requests to encourage greater use of the GovPayNet Payment Network. All marketing and promotion of GPS services by Merchant shall conform to guidelines provided by GPS from time to time.

4.2 Merchant shall be responsible for funds Merchant has accepted in payment lost due to the reversal of any transactions (i.e., “chargebacks”) and determining whether to challenge an asserted chargeback. If the chargeback resulted from duplicate transactions, GPS shall determine whether an error in the GPS processing system was the source of such duplication and shall only be liable for chargebacks that result from such system errors. GPS shall provide enhanced assistance to Merchant in chargeback management and administration per Attachment “B.” Chargebacks are initially deducted from a GPS account. Therefore, Merchant shall authorize GPS to debit on a periodic basis an account Merchant designates for reimbursement of chargebacks to GPS and any chargeback management fees imposed by a PTO which GPS is entitled to recover under Attachment “B.” GPS shall retain secondary financial and operational responsibility for chargebacks in the event Merchant defaults on this obligation.

4.3 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Cardholders to access GPS from Merchant locations and enable GPS to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Merchant’s user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which GPS may communicate on operational, technical, and administrative issues.

4.4 Merchant shall raise any claimed transaction or settlement errors with GPS within 12 months of the date of Merchant’s receipt of the GPS report on which the claimed error appeared and shall otherwise follow the GovPayNet Payment Network participation procedures that GPS provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed Cardholder liabilities to Merchant.

4.5 Merchant shall provide GPS with prompt written notice of any change in the information Merchant provides to GPS necessary for Merchant’s participation in the GovPayNet Payment Network, including but not limited to any change in its bank routing and account numbers.

4.6 In the event Merchant receives a payment from GPS that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.

4.7 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the GovPayNet Payment Network for the duration of this Agreement.

5. Term and Termination

5.1 This Agreement shall become effective upon the date it has been executed by Merchant and GPS and shall continue for one year, automatically renewing for additional one year periods. Notwithstanding
the foregoing, this Agreement shall terminate if and when Vantiv ceases to provide processing services to GPS or if terminated earlier as provided herein.

5.2 Merchant may terminate this Agreement upon 30 days’ written notice to GPS and GPS shall promptly inform Vantiv of such termination. If at any time Merchant wishes to terminate the services of GPS but continue to process transactions under this Agreement through Vantiv, Merchant shall immediately upon GPS’s cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to GPS.

5.3 GPS may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with GPS procedures for participating in the GovPayNet Payment Network (subject to Merchant’s reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. GPS and Vantiv Representations and Warranties

Each of Vantiv and GPS represents and warrants as follows:

6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

6.2 The employees, agents and subcontractors of Vantiv and GPS shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.

6.3 During the performance of this Agreement, each of Vantiv and GPS shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms.

8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person, by first class mail, or by facsimile (with a hard copy following) addressed to:

**Merchant:**

Rose Hoover  
Fayette County Treasurer  
221 S. 7th Street  
Vandaila, IL 62471  
rhoover@fayettecountyiillinois.org  
(618) 283-5020

**GPS:**

Client Services Department  
Government Payment Service, Inc.  
7102 Lakeview Parkway West Drive  
Indianapolis, Indiana 46268  
Phone: (866) 564-0-69  
Facsimile: (888) 665-4755  
Email: accountservices@govpaynet.com

or to such other person or place that the parties may from time to time designate. Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided in this section and sender receives a confirmation of such facsimile.
9. Disclaimers and Limitation of Liability

9.1 The sole purpose of this Agreement is to enable Merchant to participate in the GovPayNet Payment Network. Merchant understands and agrees that GPS takes no responsibility that amounts GPS transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that GPS does not guarantee any particular outcome or result other than the delivery of each Cardholder’s payment to Merchant.

9.2 Other than the limited agency of GPS to accept payments for Merchant this Agreement establishes, nothing creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

9.3 GPS shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of GPS.

9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. GPS accepts no liability whatsoever for Merchant actions taken based on payment information provided by GPS even if such information proves to be incorrect.

9.5 THIS IS A CONTRACT FOR SERVICES. GPS LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT GPS HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. GPS MAKES NO WARRANTIES THAT GPS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR GPS SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. VANTIV’S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM GPS. VANTIV SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.

10. Publicity

GPS shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge GPS’s ownership of GPS trademarks, service marks, trade names, patents, copyrights, or other intellectual property (“GPS Intellectual Property”). Merchant agrees that any Merchant use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS; that any rights arising out of such use shall inure solely to the benefit of GPS; and that Merchant shall have no ownership or other interest in GPS Intellectual Property.

12. Miscellaneous Terms and Conditions

12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.2 Assignment. This Agreement may not be assigned, in whole or in part, by GPS or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.

12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency.
beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

12.4 Governing Law. All matters of contractual interpretation shall be governed by the internal laws of the State of Illinois.

12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.

12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.

12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.

12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with PTO rules, law, or regulation and GPS provides notice to Merchant of such change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

FAYETTE COUNTY TREASURER

By: ________________________________

Rose Hoover
Treasurer

Date: ________________________________

GOVERNMENT PAYMENT SERVICE, INC.

By: ________________________________

Mark E. MacKenzie
Managing Director

Date: ________________________________
ATTACHMENT “A” – SERVICE FEES AVAILABLE

ALL SERVICE FEES ARE NON-REFUNDABLE

### Service Fee Schedule for Government Program Payments Made via Internet (Web/Gov$wipe®)

<table>
<thead>
<tr>
<th>Credit Card Fee Per Payment Amount</th>
<th>Debit Card Fee Per Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.01 to $50.00 = $1.00</td>
<td></td>
</tr>
<tr>
<td>$50.01 to $100.00 = $2.00</td>
<td>1.15%</td>
</tr>
<tr>
<td>$100.01 to $150.00 = $3.00</td>
<td>$1.00 minimum</td>
</tr>
<tr>
<td>$150.01 and above = 2.35%</td>
<td></td>
</tr>
</tbody>
</table>

### Service Fee Schedule for Health Care Payments Made via Internet (Web/Gov$wipe®)

<table>
<thead>
<tr>
<th>Transaction Range</th>
<th>Service Fee</th>
<th>Transaction Range</th>
<th>Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.01 &gt; $50.00</td>
<td>$1.75</td>
<td>$100.01 &gt; $150.00</td>
<td>$5.75</td>
</tr>
<tr>
<td>$50.01 &gt; $75.00</td>
<td>$2.00</td>
<td>$150.01 &gt; $200.00</td>
<td>$7.25</td>
</tr>
<tr>
<td>$75.01 &gt; $100.00</td>
<td>$3.75</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each additional increment of $50.00, or portion thereof, add $2.00

### Service Fee Schedule for Telephone-Assisted Payments

Add $2.50 to each payment amount for use of operator assistance

Add $1.50 to each payment amount for use of Integrated Response Unit
ATTACHMENT “B” – ADDITIONAL SERVICES

General Service Terms
Merchant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize GPS to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through GPS of any types of payments; and (iii) modify the account(s) to which GPS shall direct payments to Merchant by specifying all such changes to GPS in writing (for purposes of this attachment, “in writing” means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to GPS acceptance and confirmation in writing.

Service Fees
Service Fees may be the responsibility of Cardholder, Merchant, or shared by Cardholder and Merchant. Unless Merchant advises GPS otherwise, Merchant will be presumed to have chosen that Cardholders shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise GPS in writing. For any Service Fees Merchant elects to pay, GPS will debit Merchant’s account for Merchant’s share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow GPS 30 days to make any changes Merchant requests to the Service Fee responsibility. Merchant warrants that Merchant’s decisions and instructions to GPS with respect to Cardholder responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

Service Models
GPS provides an e-commerce payment solution to entities that contract to participate in the GovPayNet Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant’s payers and staff. GPS will cause funds to be forwarded electronically to Merchant’s designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests in writing.

Cardholders may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. GPS makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant’s use of GovSwipe® and ConnexYourGov®. By electing to utilize such services, Merchant agrees to the following:

GovSwipe: If Merchant selects GovSwipe, GPS will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Merchant understands that GPS card readers are embedded with proprietary technology (“Firmware”). GPS grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. GPS will provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at GPS’s option, Merchant will allow GPS and its designated representatives reasonable access to Merchant’s premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. GPS is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant’s request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Merchant to return card readers to GPS, at GPS’s expense and by such method as GPS specifies.

Merchant may request an increase or decrease in the number of card readers deployed in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. GPS shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

ConnexYourGov: If Merchant elects to utilize GPS’s ConnexYourGov solution, Merchant must provide GPS with photographs, graphics, digital assets, or
digital images legally created, taken, or acquired by Merchant (collectively, “Images”) that Merchant desires GPS to use. All Images that participating Merchants deliver to GPS become subject upon delivery to a limited license granting GPS a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other GPS use of Images must be with Merchant’s express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

Security

If desired, GPS may connect with Merchant’s systems in a variety of methods. Any interfaces GPS establishes shall be based on specifications Merchant and GPS mutually develop. Merchant is responsible for advising GPS of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with GPS may receive Cardholder information that is subject to PCi DSS which will be the Merchant’s responsibility to secure. GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS.

GovSwipe card readers are designed to communicate Cardholder data to GPS through Merchant’s computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for GovSwipe transaction processing and is enabled solely by Merchant’s computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT’S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.

Chargeback Administrative Support

GPS shall immediately notify Merchant by telephone or email if GPS becomes directly aware of a transaction that the Cardholder did not authorize and will provide prompt notification in writing of chargebacks for which GPS receives notice through industry channels. GPS shall be responsible for any industry chargeback processing fees provided, however, GPS shall not be responsible for fees imposed for arbitration or other actions associated with Merchant’s decision to re-present or dispute any chargeback. GPS will, however, submit the represented or disputed chargeback on Merchant’s behalf and at Merchant’s request for review. GPS will provide transaction documentation to the Merchant summarizing chargeback activity relating to payments made to the Merchant via GPS.

American Express® Card Acceptance

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Notwithstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant’s Agreement and subsequent addendums (collectively the “Agreement”) between Merchant and GPS and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between GPS and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
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COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-08-14-I

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN FAYETTE COUNTY PUBLIC DEFENDER AND WATTS

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 14th _______ DAY OF AUGUST, 2018

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS _______ 14th _______ DAY OF AUGUST, 2018
ORDINA NC E NO.  2018-08-14-I

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN
FAYETTE COUNTY PUBLIC DEFENDER AND WATTS

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, Fayette County Public Defender wishes to enter into an agreement with Watts for a new copier/printer (proposal attached hereto as Exhibit A); and

WHEREAS, this agreement is effective for sixty (60) months, and

WHEREAS, said Agreement will be paid pursuant to the submitted proposal out of the budget of the Public Defender; and

WHEREAS, it is in the best interests of the County to approve said proposal from Watts.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREMABLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Agreement between Fayette County Public Defender and Watts.

SECTION 3. AUTHORIZATION TO OFFICERS.

The Fayette County Public Defender is authorized, empowered and directed to execute the Agreement in the name of the County. Upon passage and signing of this Ordinance, the County Clerk shall file a certified copy of such executed documents.
SECTION 4. AUTHORIZATION TO OTHERS.

All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 14th day of August, 2018, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS  Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
MARK ISAIAH  Resigned
DEAN J. BERNHARDT  Yea
KEITH COLE  Yea
DARRELL SCHAAL  Yea
JENNY WAGGONER  Yea
GLENN GURTNER  Absent
GLENDA J. BARTELS  Absent
WADE WILHOUR  Yea
CHAD AUSTIN  Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 14th day of August, 2018.

[Signature]
Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:
[Signature]
Vicky Conder
Fayette County Clerk

[SEAL]
Personalized Proposal for

Fayette County Public Defenders Office

221 S Seventh St.
Room 213
Vandalia, IL 62471
618-283-9646

Mr. William B. Starnes III
wstarnes@fayetecountyillinois.org

August 3, 2018

Presented by:
Jerry Travous
jtravous@wattscopy.com
618-234-9725 office
618-830-2838 Cell
New Kyocera TA-3252ci Color Multifunctional System

- 32 pages per minute Black/White and Color
- Black and FULL COLOR SCANNING at up to 80 images per minute
- 140-sheet Reversing Automatic Document Processor (DP-7100)
- Proposed Paper Configuration:
  - One 500-sheet adjustable paper drawer (5 ⅛" x 8 ⅝" up to 8 ⅝ " x 14")
  - One 500-sheet adjustable paper drawer (5 ⅜ " x 8 ⅝ " up to 12" x 18")
  - 150-sheet multipurpose tray
  - Auto tray switching standard
- 9" Tablet-style Color Touch Screen Display
- Network Printing with Standard PRESCRIBE, PCL6, PS3, XPS Compatible
- USB Port for Convenient Print-from or Scan-to Capabilities
- 50-sheet Inner Stapler Finisher with 500-sheet output (DF-7100)
- Console (855D200731)

60 Month $92.94 /month *

Optional – additional per month
Add Super G3 Faxing capabilities (1503RK2US0) $12.44 /month

All b/w images billed monthly at $0.007 each
All color images on 3 Tier Color program
Tier One – Accent color 0 – 4% color coverage $0.022 /image
Tier Two – Business color 4.1 – 10% color coverage $0.042 /image
Tier Three – Vivid color 10.1% and greater color $0.062 /image

Program includes all service, parts, labor, mileage, fuser rollers, drums, toner, Color Toner, developer and preventative maintenance.

Watts is proud to be certified under the State of Illinois' Business Enterprise Program (BEP) as a Women Business Enterprise (WBE).

Pricing effective for 30 days