

## FORTRESS ARMORED SERVICES COMPANY

## ARMORED CARRIER SERVICES AGREEMENT

This Agreement is made on the 10th day of August, 2022 by and between FORTRESS ARMORED SERVICES COMPANY, a Delaware corporation headquartered at 15616 Inglewood Avenue, Lawndale, CA 90260 ("FORTRESS") and Azusa Unified School District ("CUSTOMER") located at 546 S. Citrus Avenue, Azusa CA. 91702

## Service Location(s) and Service Detail(s).

Effective Date	Service Location	Address	Product	Monthly Fee for Service	Service Frequency Days Per Week
8/10/2022	Azusa High School	240 North Cerritos Avenue, Azusa CA. 91702	ACS	\$119 Per month+7.5% Fuel Surcharge+	One days per week Thursday
8/10/2022	Gladstone High School	1340 North Enid Avenue, Covina CA. 91722	ACS	\$119 Per month+7.5% Fuel Surcharge	One day per week Thursday Only
8/10/2022	Azusa Unified School District Office	546 South Citrus Avenue, Azusa CA. 91702	ACS	\$119 Per month+7.5% Fuel Surcharge	One day Per week Thursday Only
8/10/2022	Foothill Middle School	151 North Fenimore Avenue, Azusa CA. 91702	ACS	\$159 Per Month+7.5% Fuel Surcharge	One day per week Thursday Only
8/10/2022	Center Middle School	5500 N Cerritos Avenue, Azusa CA. 91702	ACS	\$119 Per Month+7.5% Fuel Surcharge	One day per week Thursday Only
8/10/2022	Slauson Middle School	340 West 5 <sup>th</sup> Street, Azusa CA. 91702	ACS	\$159 Per Monh+7.5% Fuel Surcharge	One day Per week Thursday Only

Depositories: Bank of America Cash Vault Los Angeles, Wells Fargo Cash Vault Los Angeles, and Foothill Credit Union

**Rate Schedule.** \* The following rate schedule applies to the service locations listed above:

Description	Unit of Measure
Input: Maximum Shipment Liability \$ 300 K Cash and Checks	Dollar
OFF DAY IN-ROUTE \$ 45	Trip
OFF DAY OFF-ROUTE \$ 125	Hr/ 4 Hour Min
HOLIDAY SERVICE \$ 45	Trip

The Agreement shall be in full force and effect from August 10, 2022 and shall automatically renew for successive one year periods ("Term"). Either party may terminate the Agreement by giving the other party written notice at least Thirty (30) days notice. **THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.**

**IN WITNESS WHEREOF**, the parties hereto intending to be bound have caused this Agreement to be executed, as of the date first written above, by their duly authorized representatives.

**Carrier:**

Fortress Armored Services Company

By: Tony Villafior  
674107718C36436...  
 (Authorized Representative Signature)

Tony Villafior  
 (Authorized Representative, Printed Name)

Title: Director of Sales

**Customer:**

Azusa Unified School District

By: \_\_\_\_\_  
 (Authorized Representative Signature)

\_\_\_\_\_  
 (Authorized Representative, Printed Name)

Title: \_\_\_\_\_

**TERMS AND CONDITIONS**

**Change Orders.** At the express request of the CUSTOMER, FORTRESS may accept to pick up and deliver change order from CUSTOMERS' depository financial entities pursuant to instructions made by CUSTOMER. FORTRESS shall pickup only those change orders which are properly sealed, fit and ready for pick up at the time FORTRESS is delivering a shipment to such locations for deposit. Compensation for these services will be negotiated separately.

**Checks.** CUSTOMER shall maintain a record of all checks placed in any shipment given to FORTRESS, and in the event of a loss, CUSTOMER agrees to promptly, diligently, and completely cooperate with FORTRESS in the reconstruction and replacement of lost, destroyed or stolen checks. FORTRESS' sole liability shall be the payment to CUSTOMER of: (i) reasonable costs necessary to reconstruct the checks plus any necessary costs necessary to carry out stop payment procedures; (ii) the face value of checks that cannot be reconstructed, provided adequate proof of the value thereof is presented to FORTRESS, except those checks which would not be collectable at the time of loss, but not to exceed the limit of \$5,000.00 per shipment for the unidentified checks. The CUSTOMER shall assign to FORTRESS, CUSTOMER'S right to received payment under any check(s) for which FORTRESS has reimbursed CUSTOMER and CUSTOMER shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment

**Cost Increases.** FORTRESS reserves the right to adjust the fees for Services and charges based on increased costs of operation at any time upon thirty (30) days advance written notice. CUSTOMER shall be granted five days following delivery of said notice to provide its written refusal to such adjustment. If CUSTOMER refuses the adjustment, FORTRESS shall have the right to terminate the Agreement effective on the last day of such billing period in which the cost adjustment was performed. Services provided by FORTRESS until the end of such billing period will be charged at the rates in force before such cost adjustment was refused.

**Duration of Shipment Liability.** Concurrent with FORTRESS' acceptance of the PROPERTY, each party shall execute a receipt evidencing the transfer of possession. The non-execution of such receipt shall constitute an evidentiary admission that the transfer did not occur. FORTRESS' possession of CUSTOMER's shipment begins only after an authorized messenger employed by FORTRESS signs a receipt for and receives said shipment into his physical custody. FORTRESS' possession terminates when an agent or consignee designated by CUSTOMER receives physical custody of the shipment and a voucher attesting delivery is issued. FORTRESS' liability for the handling or protection of CUSTOMER's property arises and exists solely and concurrently with FORTRESS' possession thereof.

**Early Termination or Breach of Agreement.** If CUSTOMER should breach this Agreement or terminate it prior to the conclusion of its Term, CUSTOMER shall pay to FORTRESS, as liquidated damages and not as a penalty, a termination charge equal to the total Agreement value through the end of that Term.

**Exclusions.** Notwithstanding any other provision hereof, FORTRESS and its insurance company shall not be liable for any loss caused by or resulting from: (a) Any hostile, terrorist, or war-like action in time of peace or war; (b) Any weapon of war or weapon of mass destruction, including but not limited to nuclear, atomic, and radioactive, whether direct or indirect, proximate or remote; (c) Strikes, riots, rebellions, insurrections, or acts of God; **(d) Seizure, destruction, or confiscation by any governmental agency;** (e) Any means beyond FORTRESS's control; (f) Any loss exceeding the maximum liability amount per shipment as set forth on the reverse side; (g) Any shortage within any shipment that is not distinctively and securely sealed (as described below) and which shows no external evidence of tampering.

**Holiday.** FORTRESS observes the following Holidays for which a Holiday Service rate applies: (a) New Year's Day; (b) MLK Day; (c) President's Day; (d) Easter; (e) Memorial Day; (f) Independence Day; (g) Labor Day; (h) Columbus Day; (i) Veteran's Day; (j) Thanksgiving Day; (k) Christmas Day; (l) Family Day (NV Only); (m) Admission Day (NV Only); and (n) Pioneer Day (UT Only). When a Holiday falls on a Sunday the following Monday shall constitute the Holiday; when a Holiday falls on a Saturday the preceding Friday, that Saturday, or the following Monday shall constitute the Holiday.

**Insurance.** FORTRESS carries, and will keep in force during the full life of this Agreement, insurance in such amounts and against such risks as shall adequately cover the liability limit assumed by FORTRESS under this Agreement to cover for loss or destruction of property handled and protected on behalf of CUSTOMER and in an amount sufficient to satisfy applicable licensing requirements.

**Indemnity.** CUSTOMER agrees to indemnify, defend and hold harmless FORTRESS from all claims, costs or expenses arising out of any third party's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in FORTRESS' custody due to a claim, demand or suit against CUSTOMER by such party or through governmental seizure.

**Late Payment.** CUSTOMER shall pay FORTRESS a late charge of six (6%) percent per month, or the maximum permitted by law until full payment is received, on all invoices not paid in full from the invoice due date. FORTRESS reserves the right to require CUSTOMER to make quarterly pre-payments for future services where CUSTOMER has breached its duty to timely pay its obligations, or alternatively reserves the right to immediately cancel or terminate this Agreement.

**Maximum Shipment Liability.** Except as provided above, it is understood and agreed that FORTRESS and its insurance company will be liable for loss of or damage to CUSTOMER Property inclusive of reconstructive damage up to the maximum sum for each shipment as set forth on the reverse side, which sum is the agreed maximum value of any single shipment ("Maximum Shipment Liability"). The provisions of this Agreement dealing with Maximum Shipment Liability to be accepted by FORTRESS from the CUSTOMER for delivery to consignee, or from consignee, may not be waived or amended by any agent of FORTRESS; such waiver or amendment may be made only with the written consent of an officer of FORTRESS.

**Modifications.** This Agreement may be altered, amended, or superseded solely by means of a writing signed by the parties hereto.

**Notice of Claimed Loss.** CUSTOMER shall notify FORTRESS in writing of any claimed loss within 24 hours after such loss is sustained (or believed to have been sustained) but not later than 90 days after CUSTOMER's delivery of the property to FORTRESS. FORTRESS shall bear no liability for any loss for which CUSTOMER fails to notify FORTRESS within this 90 day notice period. CUSTOMER shall furnish proof of loss and shall assist FORTRESS or its insurer in any investigation pertaining or relating to said Loss. Upon payment of the loss to CUSTOMER, FORTRESS or its insurer shall be subrogated to CUSTOMER's rights and remedies of recovery to the extent of such payment. CUSTOMER's failure to comply with the foregoing shall relieve and release FORTRESS of any liability to CUSTOMER with the respect to such claimed loss or damage.

**Shipment Requirements.** CUSTOMER commits to having all shipments securely locked or sealed, ready and fit for pickup before FORTRESS is scheduled to appear for pickup. All packages received by FORTRESS shall be individually registered by the FORTRESS messenger and CUSTOMER will receive a voucher acknowledging receipt. CUSTOMER agrees to place property in securely locked or sealed packages or containers, of a mutually agreed upon type and design, which clearly and distinctly indicates the name and address of the consignor as well as the name and address of the consignee. CUSTOMER agrees to clearly set forth the value on the outside of each sealed package or container. FORTRESS, its agents or employees, have the right to refuse to pick-up shipments which are not sealed and properly marked by CUSTOMER as set forth above and FORTRESS assumes no liability for any damages or loss resulting from such refusal. FORTRESS shall not be liable for any disappearance of, shortage or damage to the contents of any shipment unless the contents of the shipment were properly sealed at time of delivery to FORTRESS and show evidence of tampering at the time FORTRESS delivers said packages. Consignee must immediately note said tampering on FORTRESS' receipt document. Absent such notation, CUSTOMER shall have the burden of showing FORTRESS' responsibility for any loss. FORTRESS' receipt document shall be deemed the sole controlling document with respect to all services rendered, including deposits delivered and received, timing, losses, shortages, overages, investigations, claims or litigation.

**Termination for Cause.** Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination.

**Waiting Time.** CUSTOMER agrees that FORTRESS' messenger shall be present on premises a maximum of five (5) minutes to make a pickup and /or delivery of property. Upon passage of said 5 minutes, FORTRESS has fulfilled its contractual obligation and may leave the premises, regardless of whether the shipment has been received from CUSTOMER.

**Warranties.** FORTRESS makes no warranties, express or implied, and expressly disclaims all warranties, except as stated herein.