

Reliance Telephone



INMATE TELEPHONE LOCATION AGREEMENT

STATE OF (Iowa)

COUNTY OF (Clinton)

This Inmate Telephone Location Agreement made this the 7th day of June, 2012 by and between, Clinton County, a body corporate and political, Clinton, Iowa hereinafter called LESSOR and Reliance Telephone of Grand Forks Incorporated, 118 Gateway Drive, East Grand Forks, MN 56721, hereinafter called LESSEE, on the following terms and conditions.

1. LESSOR, for and inconsideration of the rent hereinafter set out and service provided by LESSEE, does hereby lease to said LESSEE locations upon and within the property known as Clinton County Jail in Clinton, Iowa and does hereby grant, an exclusive right and license, for a term of (5) years for the purpose of installing and operating inmate telephones. The effective start date shall be the 1st, day of July, 2012.
2. The lease payment shall be for each inmate telephone installed in the location.
3. LESSEE shall pay LESSOR a percentage of the gross revenue derived from the operation of the Phones in return for the exclusive right to install and operate the Phones in the premises. Payments to LESSOR shall be on a monthly basis within thirty days after the end of each calendar month. The commission payment shall be as per the attached schedule. **OPTION A:** Gross revenue shall include all of the revenue generated from the actual call traffic from the facility. Or **OPTION B:** Gross revenue shall include all of the revenue generated from the actual call traffic from the facility plus processing fees.
4. LESSEE shall, at its sole expense, cause collections to be made from the Phones on a regular basis and shall provide LESSOR, a monthly billing and collection report, certified by an officer of Lessee. Reports shall be in a form and contain sufficient information to allow LESSOR to reasonably monitor and calculate compensation due from LESSEE under the terms of this Agreement.
5. LESSOR and LESSEE hereby agree that: LESSOR shall notify LESSEE of any malfunction of loss if inmate telephone service and shall allow LESSEE access to LESSOR'S place of business during normal business hours for inmate telephone repair, maintenance and collection. Lessee shall promptly repair or replace faulty equipment and otherwise assure inmate telephone service is available at all times.

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(B) LESSOR shall exercise reasonable care in preventing damage or destruction to the inmate telephone installed under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by the willful conduct of LESSOR.

(C) The location of the inmate telephones and the space provided shall be such as to make the service available to the jail population and no action which prevents or adversely affects the use of the inmate telephone will be taken by LESSOR or its employees except that access can be unilaterally restricted for disciplinary or security reasons.

(D) All phones, wiring, if any, shall be installed by LESSEE at its expense and LESSOR hereby authorizes LESSEE to contact the local Telephone Company to arrange for removal of existing inmate telephones and the installation of necessary phone lines at LESSEE'S expense. LESSEE shall install telephones at locations specified by LESSOR.

(E) All inmate telephone and other equipment, fixtures and supplies furnished by LESSEE shall remain its property. Upon termination of the Agreement LESSEE shall have the right to enter upon the location to remove all of its property and shall do so upon request of LESSOR.

(F) Should LESSOR or LESSEE default in performance of this Agreement or materially breach any of its provisions, either party may terminate this Agreement upon ninety (90) days written notice, if such breach is not remedied by the LESSEE or LESSOR within ninety (90) days of written notice to the party of such a breach.

(G) This is the sole agreement between the parties hereto superseding all previous agreements and shall bind the parties, their successors and assigns. Each acknowledges the receipt and retention of a fully executed copy hereof.

EXECUTED this 7 day of JUNE, 2012, by the undersigned parties.

LESSOR: CLINTON COUNTY

BY *Sherriff Eric Arndt*

LESSEE: Reliance Telephone of Grand Forks, Inc.

BY _____

Dave Hangsleben, President