

W A L K W E S T
MASTER SERVICES AGREEMENT
[October 2025] Union County

This MASTER SERVICES AGREEMENT (this "Agreement") is made, entered into, and effective as of _____, by and between WALK WEST, INC., a North Carolina corporation, ("Walk West") and UNION COUNTY, NC, ~~a State of North Carolina corporation~~ ("Client" or "Customer"). Int. _____

WHEREAS, Client desires to engage Walk West to provide certain services as described on any Statement of Work (each a "Statement of Work") agreed to by the parties from time to time (the "Services"); and

WHEREAS, Walk West desires to provide the Services to Client upon the terms and conditions described herein.

NOW THEREFORE, in consideration of the agreements of the parties in this Agreement (and any related Statement of Work), the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. PURCHASE OF SERVICES.

Walk West agrees to provide Client all of the Services described on any Statement of Work (or as otherwise agreed to by the parties in writing from time to time pursuant to a proposal document, email correspondence, etc.). The parties may from time to time, execute and deliver to one another Statements of Work that will set forth, among other things, a description of the Services to be provided to Client and the compensation to be paid Walk West (the "Compensation"). Unless otherwise agreed, Compensation shall be based upon an hourly, billable rate charge. An example of the form of each Statement of Work is attached hereto as Exhibit 1. Each Statement of Work (or any other agreement between the parties related to Services) shall be entered into in connection with this Agreement and shall be subject to the terms and conditions described herein. Services shall not include services (i) required as a result of Client's fault (including, without limitation, failure to comply with this Agreement or instructions or procedures provided by Walk West), (ii) which are the acts of any third party, or (iii) outside the scope of the description of Services set forth on the applicable Statement of Work or the mutual agreement of the parties. If Client desires for Walk West to provide services not described on any Statement of Work, Client shall submit such a request in writing to Walk West, and Walk West, in its sole discretion, may decide whether to accommodate such request (and the additional pricing that may be associated with such accommodations). Walk West personnel will generally perform all tasks for Client at a location to be determined by Walk West, in its sole discretion, provided, however, that from time to time the parties may agree for certain Services to be performed on-site at the Client facility. In such instance, Client agrees to provide safe working space and facilities, and any other services and materials Walk West or its personnel may reasonably request in order to provide the Services. Walk West agrees to use its reasonable efforts to accommodate work schedule requests of Client to the extent possible, but Client acknowledges and agrees that Walk West shall not be held financially liable for the inability to meet a scheduling request, given the complexity of balancing personnel workloads, prior commitments, and other priorities. Should any personnel of Walk West be unable to perform scheduled services because of illness, resignation, or other causes beyond Walk West's control, Client shall allow Walk West to replace such personnel within a reasonable time, without any further liability therefor. Work submitted to Client for review will be considered accepted by Client after ten (10) working days unless Client notifies Walk West to the contrary. Changes requested after the acceptance period will constitute additional project scope.

* Said employee shall be of similar experience as the previous employee designated to Client's contract.

Int. _____

2. DEFINITIONS.

In this agreement (a) "Agreement" shall mean this agreement, which includes all subsequently issued Statement(s) of Work and these Terms and Conditions, (b) "Compensation" means the compensation described on any applicable Statement(s) of Work under the heading entitled "COMPENSATION FOR SERVICES", (c) "Confidential Information" shall have that meaning set forth in Section 3 herein, (d) "Client" or "Customer" means the entity or person(s) described on the first page of this Agreement as the Client, and (e) "Services" means the Walk West Services identified on any applicable Statement(s) of Work under the heading entitled "SCOPE OF SERVICES".

3. CONFIDENTIALITY.

Walk West and Client may disclose to each other certain non-public information relating to each's business, including, without limitation, technical, marketing, financial, personnel, planning, and other information that is marked confidential, or which the

receiving party should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Each party agrees that it will not disclose the disclosing party's Confidential Information except (a) to the employees, contractors, advisors or agents of the receiving party to the extent that they need to know that Confidential Information for the purpose of performing the receiving party's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 3; or (b) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the receiving party will promptly notify the disclosing party of such obligation.

1. WARRANTY.

Walk West agrees to use its commercially reasonable efforts to provide the Services in a professional manner. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WALK WEST MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, ALL OF WHICH ARE HEREBY DISCLAIMED BY WALK WEST AND EXCLUDED FROM THIS AGREEMENT.

2. LIMITATION OF LIABILITY AND INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT, OR AT LAW WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER (WHETHER NEGLIGENT OR OTHERWISE), WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO WALK WEST. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT. ~~CUSTOMER SHALL INDEMNIFY WALK WEST AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH (A) ANY ACTIONS OR OMISSIONS OF CUSTOMER, (B) THE BREACH OF THIS AGREEMENT BY CUSTOMER, (C) NON-COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, OR (D) ANY INTELLECTUAL PROPERTY OR CONTENT PROVIDED BY CUSTOMER TO WALK WEST.~~ WALK WEST SHALL INDEMNIFY CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH (A) ANY ACTIONS OR OMISSIONS OF WALK WEST, (B) THE BREACH OF THIS AGREEMENT BY WALK WEST, (C) NON-COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, OR (D) ANY INTELLECTUAL PROPERTY OR CONTENT PROVIDED BY WALK WEST TO CUSTOMER. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

3. GENERAL.

1.1. Walk West's relationship with the Client under this Agreement shall be that of an independent contractor, and nothing in this Agreement or the arrangements for which it is made shall make Walk West, or anyone furnished or used by Walk West in the performance of the Services, an employee, joint venture, partner, or servant of the Client. Client acknowledges and agrees that this Agreement is in no way exclusive (i.e., Walk West shall retain the right to perform work for third parties, including direct competitors of Client, during the term of this Agreement).

1.2. All Compensation due to Walk West shall be paid in accordance with the terms provided on the Statement of Work, or, if not specified therein, at Walk West's then current fee schedule, within thirty (30) days after Client receives an invoice from Walk West. Each invoice will provide a summary of work performed, as well as any additional expenses. Some expenses may be invoiced separately. Client shall reimburse pre-approved expenses for any required travel by Walk West personnel, including airfare, rental car, fuel, and lodging. Meals and incidental expenses shall be reimbursed by Client at standard federal rates. All invoices will be sent by email, unless another method is agreed upon by the parties. ~~Walk West may charge Client interest on the outstanding balance of any overdue fees, charges or expenses at a rate equal to 1.5% per month or the highest rate permitted by applicable law, whichever is lower.~~ A service charge will be assessed with respect to any returned or dishonored checks of Client. Client will reimburse Walk West for all reasonable costs incurred (including reasonable

* pre approved by Client and

attorneys' fees) in collecting past due amounts owed by Client. All payment obligations will survive termination of this Agreement. Client acknowledges and agrees that Walk West may cease providing Services (as well as withholding the transfer of ownership of any project or deliverable) under this Agreement during any period in which the Client has not paid any amounts due to Walk West. All invoices will be sent by Walk West to the Client address described on the Statement of Work (or via email) and it shall be Client's responsibility to notify Walk West of any change of address. Estimates for individual pieces of work will be provided upon request, but Walk West does not guarantee the accuracy of such estimates, due to the complexity of the work and the number of possible variables involved in any given project. Unless otherwise indicated on a Statement of Work, and notwithstanding anything in this Agreement to the contrary, hourly charges shall be due and payable independent of the provision (or non-provision) by Walk West of any particularly deliverable to Client.

1.3. Either Party may terminate this Agreement with thirty (30) days' notice to the other Party. Each Statement of Work shall constitute a separate agreement and shall stand alone with respect to any other Statement of Work entered into under this Agreement. In the event of a conflict between this Agreement and any Statement of Work, the provisions of such Statement of Work will control. In such instances, Walk West shall only be responsible to Client to provide Services for which Client has already paid Walk West. In no event will Client be entitled to a refund. This Agreement shall be governed by and construed in accordance with the laws of North Carolina, exclusive of its rules governing choice of law and conflict of laws. If legal action is commenced by either party to enforce or defend its rights under this Agreement, such action shall be brought only in a court located in Wake County, North Carolina, and the parties agree to submit to the jurisdiction of such courts. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, understandings (both written and oral) regarding such subject matter. This Agreement may only be amended or modified by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties. Walk West shall not be in default by reason of any failure in performance of this Agreement, if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of Walk West, including but not limited to, failure of Client to provide promptly to Walk West accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, road icing or inclement conditions, flood, epidemic, restrictions, strikes and/or freight embargoes. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision shall be severed or reformed to be enforceable, and the remaining provisions hereof and thereof shall remain in full force. No delay or omission by Walk West in the exercise or enforcement of any of its powers or rights hereunder shall constitute a waiver of such power or right. A waiver by Walk West of any provision of this Agreement must be in writing and signed by such party, and shall not imply subsequent waiver of that or any other provision. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. PDF signature pages shall serve as original signature pages. Client agrees that its payment and other obligations under this Agreement are absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment due or alleged to be due as a result of any past or future claim that Client may have against Walk West or any of Walk West's affiliates. Except as otherwise provided herein, each party shall be responsible for the payment of its own expenses incurred in connection with this Agreement. Client agrees that it will use its best efforts to cooperate with Walk West, and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford Walk West the opportunity to adequately perform the Services.

1.4. Client agrees (on behalf of himself, herself, itself, and any affiliates, family members or personal acquaintances that may arrange services for Client) ("Client's Representatives") that Client (and Client's Representatives) will not ~~engage or employ (or attempt to engage or employ)~~ Walk West's representatives, employees or independent contractors to provide services similar to the Services to Client while this Agreement is in effect and continuing for a period of one (1) year after the termination or expiration of this Agreement unless Client receives written approval from Walk West and pays Walk West a referral fee to be determined at that time, in Walk West's sole discretion. Client acknowledges and agrees that any breach of this Section by Client will cause immediate damage to Walk West's business.^{*} Accordingly, in the event that Client breaches this provision, Client shall pay Walk West liquidated damages in an amount equal to the wages or fees paid by Walk West to any representative or employee in the six (6) months prior to the Client's breach. Client agrees that this provision is not a penalty, but an adequate, fair and reasonable estimate of the damage that would be caused by Client's breach.

actively
recruit
Int. _____

^{*} Should a representative, employee or independent contractor apply for an open position with Union County pursuant to a job posting, this will not constitute actively recruiting and will not be a violation of this paragraph.

Int. _____

Any engagement with a Walk West contractor while this Agreement is in effect and continuing for a period of one (1) year after the termination or expiration of this Agreement requires pre-approval in writing by a Walk West Partner. The foregoing shall only be applicable and enforceable to the extent Client is informed by Walk West of the entities for which the foregoing provision applies.

1.5. Upon final payment by Client, except as limited herein, all rights and title in and to the finished deliverable (the "Project Deliverable") produced by Walk West will be owned by Client. Walk West agrees to execute and deliver to Client any and all documentation necessary to effectuate a transfer of right and title in and to any Project Deliverable to Client. Notwithstanding the foregoing, rights to photos, graphics, source code, work-up files, computer programs or any other items in which Walk West is unable to transfer the full intellectual property rights to Client (if any) or intellectual property rights not related to the copyrights in and to the Project Deliverable are not transferred to the Client, and remain the property of Walk West or their respective owners (subject to a license to Client to use the foregoing in connection with the Project Deliverable). A written detail of any non-transferrable copyrights, licenses or intellectual property rights can be requested by Client at the completion of any Statement of Work. Notwithstanding anything to the contrary contained in this Agreement, neither Walk West nor any of its employees or agents, warrants that the functions contained in the Project Deliverable will be uninterrupted or error-free. In no event will Walk West or its subcontractors be liable to the Client with respect to any damages related to third parties, including without limitation, damages related to the Hosting Service, failure or delay of any third-party service provider, issues related to any particular computer or internet software, etc. The foregoing notwithstanding, Walk West warrants that it owns all rights, title and interest in, or has secured the right to use from the lawful owner, all intellectual property used in the performance of this Agreement and that usage of said intellectual property does not infringe on the rights of any third party.

All notices under this Agreement shall be in writing, return receipt requested, to the address of such party specified on the most recently issued Statement of Work or as specified by such party in writing to the other party after the date of this Agreement. Notices delivered personally shall be deemed given upon documented receipt or refusal by recipient to accept receipt. Notwithstanding the foregoing, all communications from Client to Walk West concerning any disputed debts or amounts owed to Walk West by Client, including, without limitation, any instruments tendered as full or partial satisfaction of a debt or an account receivable, should be sent to Walk West except to the attention of the "Disputed Debts Department." Notwithstanding anything to the contrary herein, Walk West and its personnel shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment. Walk West reserves the right, with the prior written approval of the Client, to reproduce, publish, and display project deliverables in person, in print, in galleries, or online for the purposes of recognition, promotion, or professional advancement, and reserves the right to be credited with authorship of project deliverables in connection with such uses.

1.6 All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

1.7 Parties agree to the terms of Exhibit A, which are attached and incorporated herein by reference.

This STATEMENT OF WORK ("SOW") is made, entered into and effective as of _____by and between WALK WEST, INC., a North Carolina corporation, ("WALK WEST") and UNION COUNTY, NC ("Client") and is governed by the Master Services Agreement between the parties effective _____ ("Agreement").

PROJECT OBJECTIVE

To support Client with strategic marketing and marketing and creative services from October 1, 2025 through October 31, 2028.

PROJECT DELIVERABLES

Marketing Support	
Phase/Activity	Details
Marketing Support	Walk West will support Client with various marketing efforts as needed. Key Tasks/Deliverables may include but are not limited to:: - Graphic Design Support - Photography Support - Videography Support
Account Management/ Executive Oversight	A dedicated account manager will ensure effective and timely delivery of work, as well as providing clear communication on project activities over the course of the entire engagement. Executive oversight to participate in pivotal conversations throughout the branding process.

CLIENT RESPONSIBILITIES

Throughout this engagement, Client agrees to provide timely and consolidated feedback where needed. When Client approval is required, approval must be given in writing before Walk West is able to move on to the next project activity. The assumed turnaround time for client feedback is 2-business days. Failure to meet this signoff may result in a delayed project timeline.

Additional client responsibilities for this project include:

- Providing access to all necessary platforms
- Sharing all information relevant to the current strategic plan

PROJECT ASSUMPTIONS

- Client understands that they will be responsible for participation in work streams. Repeated failure to meet obligations may result in the project being placed on hold. Releasing a project from a hold status is subject to Walk West's availability. An on hold project will not delay the billing schedule detailed below.
- Estimated timing is subject to change based on the client feedback time and revision rounds over the course of this project.
- Stock photography/video is not included in the fees detailed in this SOW. If stock imagery is needed, Walk West will purchase an image license with Client's approval and invoice those fees in addition to the outlined project fees.

PROJECT FEES AND EXPENSES

Based on the deliverables and assumptions described in this SOW our hourly fees for this project are **\$185.00**. Project fees are based on deliverables and hard costs described in this SOW.

As is customary, travel & other out-of-pocket related expenses, such as but not limited to, stock photography/music licenses, equipment and materials, etc., and all other agreed upon third party costs will be billed separately, and are in addition to Walk West's project fees.

The fees for Services are defined as follows:

DELIVERABLE	ESTIMATED TIMING	FEE
Marketing Support	3 Years: October 1, 2025 through October 1, 2028	Bill To Actuals Monthly

TOTAL

BUDGET NOTES:

- a. Should any additional services be required or requested beyond those noted above, Walk West will work with Client to mutually agree upon and define such additional services and fees under a Change Order. Change requests will not be subject to the timeline listed above.
 - b. Total travel expenses will depend on the number of on-site meetings and the number of team members who attend; Walk West will work directly with Client regarding as needed.
- * All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

Int. _____

BILLING SCHEDULE

The below schedule will be followed, independently of any project schedule. Reimbursable expenses will be invoiced separately, as incurred. Reimbursable expenses include out-of-pocket expenses for travel, communications, and other expenses incurred in the direct support of the Project, which are billed at Walk West's cost and only accrued with Client's permission. Client agrees to pay Walk West for the fees indicated plus reimbursable expenses. Payment terms are ~~net 15~~.

30 days from receipt
of an accurate
invoice.

Int. _____

Fees will accrue according to the schedule below:

Date of Invoice	Description	Amount
November 1, 2025	October Marketing Support	Bill To Actuals
December 1, 2025	November Marketing Support	Bill To Actuals
January 1, 2026	December Marketing Support	Bill To Actuals
February 1, 2026	January Marketing Support	Bill To Actuals
March 1, 2026	February Marketing Support	Bill To Actuals
April 1, 2026	March Marketing Support	Bill To Actuals
May 1, 2026	April Marketing Support	Bill To Actuals
June 1, 2026	May Marketing Support	Bill To Actuals
July 1, 2026	June Marketing Support	Bill To Actuals
August 1, 2026	July Marketing Support	Bill To Actuals
September 1, 2026	August Marketing Support	Bill To Actuals
October 1, 2026	September Marketing Support	Bill To Actuals
November 1, 2026	October Marketing Support	Bill To Actuals

December 1, 2026	November Marketing Support	Bill To Actuals
January 1, 2027	December Marketing Support	Bill To Actuals
February 1, 2027	January Marketing Support	Bill To Actuals
March 1, 2027	February Marketing Support	Bill To Actuals
April 1, 2027	March Marketing Support	Bill To Actuals
May 1, 2027	April Marketing Support	Bill To Actuals
June 1, 2027	May Marketing Support	Bill To Actuals
July 1, 2027	June Marketing Support	Bill To Actuals
August 1, 2027	July Marketing Support	Bill To Actuals
September 1, 2027	August Marketing Support	Bill To Actuals
October 1, 2027	September Marketing Support	Bill To Actuals
November 1, 2027	October Marketing Support	Bill To Actuals
December 1, 2027	November Marketing Support	Bill To Actuals
January 1, 2028	December Marketing Support	Bill To Actuals
February 1, 2028	January Marketing Support	Bill To Actuals
March 1, 2028	February Marketing Support	Bill To Actuals
April 1, 2028	March Marketing Support	Bill To Actuals
May 1, 2028	April Marketing Support	Bill To Actuals
June 1, 2028	May Marketing Support	Bill To Actuals
July 1, 2028	June Marketing Support	Bill To Actuals
August 1, 2028	July Marketing Support	Bill To Actuals
September 1, 2028	August Marketing Support	Bill To Actuals
October 1, 2028	September Marketing Support	Bill To Actuals

TERMINATION

Either Walk West or Client may terminate this Agreement at any time upon a minimum fifteen (15) days written notice to the other party, and Client shall have no further obligation for payment to Walk West other than for fees previously earned and unpaid and reimbursable expenses at the time of termination. In such instance, Walk West at the option of Client shall only be responsible to Client to provide either (i) Services for which Client has already paid Walk West, or (ii) refund for Services paid for by Client not yet performed by Walk West. Client acknowledges that If Client has not participated in workstreams nor responded to Walk West's inquiries/attempts to contact Client for a period of fifteen (15) days, this Agreement may be terminated by Walk West, in its sole discretion, and Walk West shall have no obligation to reimburse Client for any prepaid fees paid for Services (such fees shall become non-refundable) nor deliver any outstanding Services outlined herein.

(signature page follows)

AUTHORIZATION

This Master Services Agreement has been executed as of the date first set forth above. By signing this SOW, both parties authorize work to begin on this project.

WALK WEST:
WALK WEST, INC.

CLIENT:
UNION COUNTY, NC

Signature

Signature

Date

Date

Name

Brian Matthews

Name

Title

County Manager

Title

This instrument has been preaudited in the mannter required by
The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Approved as to Legal Form: KLC

Exhibit A

- I. At Walk West's sole expense, Walk West shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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II. ADDITIONAL INSURANCE REQUIREMENTS

- A. Walk West's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Walk West shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Walk West shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by Walk West shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Walk West's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Walk West.
- F. Notwithstanding the notification requirements of the Insurer, Walk West hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Public Communications
Contract #: 9939

- H. Insurance procured by Walk West shall not reduce nor limit Walk West's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

- J. If Walk West is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Walk West shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- III. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Walk West shall ensure that Walk West and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North

Carolina General Statutes. A breach of this provision by Walk West will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Walk West.