



Board of Trustees Regular Meeting Agenda

August 3, 2026 at 5:30 PM

Town Hall - 621 27th Street Road, Garden City, CO 80631

The Board will consider and may act on the following items:

- 1. Call to Order**
- 2. Roll Call**
- 3. Consent Agenda**
 - a. Approve Minutes from July 21, 2026 Regular Meeting
 - b. Approve Bills Paid
- 4. Public Not on the Agenda Invited to be Heard**
- 5. Liquor**
 - a. Consider Permit Application and Report of Changes for Wing Shack Enterprises INC DBA 8th Ave Wing Shack Change of Manager Application
 - b. Consider Christina Mendoza DBA El Patrons Niteclub Tavern with Live Entertainment Liquor License Renewal Application
 - c. Consider Permit Application and Report of Changes for Everyday Stores LLC DBA Everyday Stores #5709 Change of Manager Application
 - d. Consider Everyday Stores LLC DBA Everyday Stores #5709 Fermented Malt Beverages and Wine Liquor License Renewal
- 6. Marijuana**
 - a. LivWell I LLC DBA LivWell Medical Marijuana Store License ML-2647-26 Renewal
- 7. Community Gardens**
 - a. Consider signage for the Community Gardens
- 8. Discuss Employee Christmas Party**
- 9. Police Department Items**
 - a. Consider new 5-year agreement with Axon Enterprise, Inc
 - b. Approve Xcel Energy Distributed Energy Resource Interconnection Agreement
- 10. Employment**
 - a. Approve Employment Agreement

Town of Garden City

621 27th St. Road • Garden City, CO 80631 • 970-351-0041 • townofgardencity.com

- b. Adopt Resolution 12-2026 A Resolution Appointing Linda Blackston As Town Administrator And Town Clerk Pursuant To C.R.S. §31-4-304
- c. Swear in Linda Blackston as Town Administrator/Town Clerk

11. Staff Reports

- a. Town Administrator
- b. Police Chief
- c. Town Attorney

12. Other Board Issues

13. Announcements

- a. Candidate Training will immediately follow the meeting August 3rd
- b. National Night Out is tomorrow August 4th at 5PM at the Community Center
- c. Mayor Archuleta and Trustee Lopez will be interviewing with KFKA on August 20th, at 9am for Bootleggin' Days
- d. Bootleggin' Days is August 28th from 5PM-9PM and August 29th from 11AM-7PM

14. Adjourn



Board of Trustees Regular Meeting Minutes

July 21, 2026 at 5:30 PM

Town Hall - 621 27th Street Road, Garden City, CO 80631

The Board will consider and may act on the following items:

1. Call to Order

The Mayor called the meeting to order at 5:30 PM.

In Attendance: Town Administrator Cheryl Campbell, Police Chief Jeremy Black, Deputy Clerk Lindsay Shoemaker, Town Attorney Amy Penfold, Police Sgt. Ken Amick, and Finance Clerk Maria Cardenas. Corey Cox was in attendance representing Star Buds.

2. Roll Call

PRESENT: Mayor Fil Archuleta
Trustee Alex Lopez
Trustee Leigh Sorensen
Trustee Rebecca Moreau
Trustee Katherine Rodriguez
Trustee Gary Sorensen
Trustee Jasmine Marquez

ABSENT:

3. Consent Agenda

- a. Approve Minutes from July 7, 2026 Regular Meeting
- b. Approve Financial Reports
- c. Approve Bills Paid
- d. Approve Bills to be Paid

Trustee Leigh Sorensen moved to approve Consent Agenda items a.-d., seconded by Trustee Rebecca Moreau.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

4. Public Not on the Agenda Invited to be Heard

None.

5. Marijuana

- a. Consider Vireo Health of Noco LLC DBA Star Buds 2502 8th Ave ML 2502-26 Medical Marijuana Store License Renewal

Corey Cox addressed the Board.

Trustee Alex Lopez moved to approve Vireo Health of Noco LLC DBA Star Buds 2502 8th Ave ML 2502-26 Medical Marijuana Store License Renewal, seconded by Trustee Katherine Rodriguez.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

6. Liquor

- a. Consider Permit Application and Report of Changes for Wing Shack Enterprises INC DBA 8th Ave Wing Shack Change of Manager Application

Trustee Rebecca Moreau moved to continue the Permit Application and Report of Changes for Wing Shack Enterprises INC DBA 8th Ave Wing Shack Change of Manager Application, seconded by Trustee Leigh Sorensen to the next Board Meeting August 3rd, 2026 at 5:30pm.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

7. Agreements

- a. Approve Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County

Trustee Rebecca Moreau moved to approve Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County, seconded by Trustee Katherine Rodriguez.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

8. Alternate Town Attorney

- a. Consider Alternate Attorney options

Trustee Alex Lopez moved to approve Alternate Attorney options, seconded by Trustee Leigh Sorensen.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

9. Elections

- a. Adopt Resolution No. 09-2026 A Resolution Of The Town Of Garden City Making A Determination That The November 3, 2026 Regular Municipal Election Shall Be Conducted As A Coordinated Mail Ballot Election With Weld County

Trustee Leigh Sorensen moved to adopt Resolution No. 09-2026 A Resolution Of The Town Of Garden City Making A Determination That The November 3, 2026 Regular Municipal Election Shall Be Conducted As A Coordinated Mail Ballot Election With Weld County seconded by Trustee Rebecca Moreau.

Roll Call.

VOTING YES: Trustee Jasmine Marquez, Trustee Katherine Rodriguez, Mayor Fil Archuleta, Trustee Leigh Sorensen, Trustee Gary Sorensen, Trustee Rebecca Moreau, Trustee Alex Lopez

VOTING NO: None

Resolution 09-2026 adopted.

- b. Approve Memorandum of Intergovernmental Agreement For Conduct of Coordinated Elections

Trustee Rebecca Moreau moved to approve Memorandum of Intergovernmental Agreement For Conduct of Coordinated Elections, seconded by Trustee Katherine Rodriguez.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

- c. Discussion for election

Cheryl Campbell advised the Board that there are three trustee seats up for re-election and one mayor seat. Petition Packets will be available on Tuesday, August 4th.

10. Land Use

- a. Approve Resolution No. 10-2026 A Resolution Granting A Use By Special Review

Trustee Alex Lopez moved to adopt Resolution No. 10-2026 A Resolution Granting A Use By Special Review, seconded by Trustee Leigh Sorensen.

Roll Call.

VOTING YES: Trustee Rebecca Moreau, Trustee Gary Sorensen, Mayor Fil Archuleta, Trustee Jasmine Marquez, Trustee Alex Lopez, Trustee Katherine Rodriguez, Trustee

Leigh Sorensen
VOTING NO: None
Resolution 10-2026 adopted.

11. Discuss Northern Colorado Driveline

Cheryl Campbell advised the Board that Dan Daily passed in June this year and his business and location in town is being sold.

12. Discuss Town Administrator/Town Clerk transition

Cheryl Campbell discussed the transition of the position once Linda Blackston starts in August.

- a. Adopt Resolution No. 11-2026 A Resolution Of The Town Of Garden City, Colorado Temporarily Creating The Position Of Deputy Town Administrator/Deputy Town Clerk

Trustee Alex Lopez moved to adopt Resolution No. 11-2026 A Resolution Of The Town Of Garden City, Colorado Temporarily Creating The Position Of Deputy Town Administrator/Deputy Town Clerk, seconded by Trustee Leigh Sorensen.

Roll Call.

VOTING YES: Trustee Gary Sorensen, Mayor Fil Archuleta, Trustee Rebecca Moreau, Trustee Leigh Sorensen, Trustee Alex Lopez, Trustee Katherine Rodriguez, Trustee Jasmine Marquez

VOTING NO: None

Resolution 11-2026 adopted.

- b. Consider resignation letter from Cheryl Campbell

Trustee Leigh Sorensen moved to approve resignation letter from Cheryl Campbell, seconded by Trustee Rebecca Moreau.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

- c. Employment agreement

Trustee Gary Sorensen moved to approve employment agreement, seconded by Trustee Rebecca Moreau.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

13. National Night Out Updates

Sgt Amick updated the Board.

14. Police Department Items

- a. Approve Mark Young Construction invoice for June 2026 services in the amount of \$41,692.78

Trustee Leigh Sorensen moved to approve Mark Young Construction invoice for June 2026 services in the amount of \$41,692.78, seconded by Trustee Rebecca Moreau.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

- b. Consider lowering price of last Smith & Wesson

Trustee Rebecca Moreau moved to approve lowering price of last Smith & Wesson to \$500.00, seconded by Trustee Leigh Sorensen.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen, Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen, Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

15. Staff Reports

- a. Town Administrator

Cheryl advised the Board. Lindsay made updates to the website for our events this summer. Cheryl packed her office, and Tim and Teddy will paint it on Thursday. She will put another desk in her office when Linda starts.

- b. Police Chief

Chief Black advised the Board that Officer MacGregor is coming back from deployment and will resume training when she's ready. Officer Vogl is on the street by himself now. He submitted a few grants. The floor in the PD will be entirely replaced.

- c. Town Attorney

Ms. Penfold will have updates for the Board next meeting. DOLA has released a toolkit for homelessness. The flavored tobacco ban was upheld in Denver.

16. Other Board Issues

Cheryl and Tim will check on the issue at the end of 27th Street Road.

17. Announcements

- a. The next Regular Board Meeting is Monday, August 3rd at 5:30pm
- b. Candidate Training will follow the Regular Board meeting on Monday, August 3rd
- c. National Night Out is Tuesday, August 4th at 5pm

18. Adjourn

Trustee Gary Sorensen moved to adjourn, seconded by Trustee Katherine Rodriguez.

VOTING YES: Mayor Fil Archuleta, Trustee Alex Lopez, Trustee Leigh Sorensen,

Trustee Rebecca Moreau, Trustee Katherine Rodriguez, Trustee Gary Sorensen,
Trustee Jasmine Marquez

VOTING NO: None

Motion carried.

Since there was no further business, Mayor Archuleta adjourned the meeting at
6:35PM.

Lindsay Shoemaker, Deputy
Town Clerk

DRAFT

Town of Garden City

Bills Paid
July 16-27, 2026

Date	Num	Vendor	Amount
1020 Cash in Checking			
07/17/2026	EFT	Payroll	-30,695.83
07/17/2026	EFT	United States Treasury	-9,187.89
07/17/2026	EFT	Colorado Department of Revenue	-1,858.50
07/17/2026	EFT	Mission Square	-4,567.27
07/17/2026	EFT	Fidelity HSA	-100.00
07/17/2026	EFT	Fire & Police Pension Association	-6,089.35
07/17/2026	EFT	Unify Payroll	-230.50
07/21/2026	24811	Bratton's Office Equipment	-234.78
07/21/2026	24812	Behrtec LLC	-2,309.50
07/21/2026	24813	Adamson Police Products	-1,649.00
07/21/2026	24814	City of Greeley Utility Billing	-1,080.64
07/21/2026	24815	Amazon Business	-1,116.45
07/21/2026	24816	Home Depot Credit Services	-313.66
07/21/2026	24817	Stericycle, Inc	-50.00
07/21/2026	24818	Amy C. Penfold	-1,974.00
Total for 1020 Cash in Checking			-\$61,457.37

Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

☒ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

☐ **Section C**

Check the appropriate box in section C and proceed below.

For a Retail Warehouse Storage Permit, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

For a Wholesale Branch House Permit, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

To Change Trade Name or Corporation Name, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

To modify Premises, or add Sidewalk Service Area, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

For Optional Premises go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

To Change Location, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

Noncontiguous or Primary Manufacturing Location Change, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer pursuant to section 44-3-402 or 44-3-403, C.R.S.

Campus Liquor Complex Designation, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a ☒ Corporation ☐ Individual ☐ Partnership ☐ Limited Liability Company

License Number

35-04639-0001

Name of Licensee

WING SHACK ENTERPRISES INC

Trade Name of Establishment (DBA)

8TH AVE WING SHACK

Address of Premises (specify exact location of premises)

2704 S. 8TH AVE

City

GARDEN CITY

County

WELD

State

CO

ZIP Code

80631

Business Email Address

apple@wingshackwings.com

Business Phone Number

970-343-2567

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- ☒ Manager's Registration (Hotel & Restaurant)..... \$30.00
- ☐ Manager's Registration (Tavern)..... \$30.00
- ☐ Manager's Registration (Lodging Facility)..... \$30.00
- ☐ Manager's Registration (Entertainment Facility)..... \$30.00
- ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License..... \$50.00

Section C

- ☐ Retail Warehouse Storage Permit (each)..... \$100.00
- ☐ Wholesale Branch House Permit (each)..... \$100.00
- ☐ Change Corporation or Trade Name Permit (each)..... \$50.00
- ☐ Change Location Permit (each)..... \$150.00
- ☐ Noncontiguous or Primary Manufacturing Location Change..... \$150.00
- ☐ Change, Alter or Modify Premises.....\$150.00 x Total Fee:
- ☐ Addition of Optional Premises to
Existing Hotel/Restaurant\$100.00 x Total Fee:
- ☐ Addition of Related Facility to an Existing
Resort or Campus Liquor Complex.....\$160.00 x Total Fee:
- ☐ Campus Liquor Complex Designation..... No Fee
- ☐ Sidewalk Service Area..... \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued

License Account Number

Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

Total Amount Due.....

\$

.00

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On-Premises Licensee (Taverns, Restaurants etc.)

☐ Off-Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of Storage Premises

City

County

ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

☐ Change of Trade Name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City

County

ZIP Code

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP Code

New mailing address if applicable.

Address

City

County

State

ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
- ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City

County

ZIP Code

Address of Location 2:

Address

City

County

ZIP Code

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

TANNER WOELK

New Manager's Name

APOLLONIA RAMIREZ

Date of Employment

06/22/2026

Has manager ever managed a liquor licensed establishment?..... ☐ Yes ☒ No

Does manager have a financial interest in any other liquor licensed establishment?..... ☐ Yes ☒ No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

Note: The total state fee for temporary modification is \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ☐ Yes ☐ No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?..... ☐ Yes ☐ No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... ☐ Yes ☐ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex..... ☐ Yes ☐ No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided..... ☐ Yes ☐ No

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Print Name

Title

Electronic signature is not accepted, physical signature is required.

Date (MM/DD/YY)

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Signature

Title

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required.

Title

Date (MM/DD/YY)

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern, Lodging Facility, and Entertainment Facility class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business

WING SHACK ENTERPRISES, INC. dba 8TH AVE WING SHACK

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

APOLLONIA RAMIREZ

List any other names you have used

APPLE RAMIREZ X 2

Mailing address (if different from residence)

2704 S. 8TH AVE, GARDEN CITY, COLORADO, 80631

Email Address

apple@wingshackwings.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

Current City, State, ZIP

From:

To:

2/2023

Present

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

WING SHACK ENTERPRISES INC

Address (Street, Number, City, State, ZIP)

[REDACTED]

Position Held

GENERAL MANAGER, RESTAURANT DEVELOPMENT SPECIALIST, SENIOR TEAM LEADER

From:

08/20/2024

To:

CURRENT

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ☐ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? ☐ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? ☐ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? ☐ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth	Social Security Number	Place of Birth		
		Greeley, CO		
U.S. Citizen ☒ Yes ☐ No	If Naturalized, state where	When		
Name of District Court	Naturalization Certificate Number	Date of Certification		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
Height	Weight	Hair Color	Eye Color	Gender
5'3"	180	Brown	Brown	Female

Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No

Driver's License Number	Driver's License State
	Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

0.00
10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

0

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

N/A

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

N/A

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

N/A

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

N/A

Account Type

Bank Name

Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

N/A

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

N/A

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

N/A

Loans

Account Type

Bank Name

Amount

13. Loan Information (Attach copies of all notes or loans)

Name of Lender

N/A

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender

N/A

Address

Term

Security

Amount

Name of Lender

N/A

Address

Term

Security

Amount

Name of Lender

N/A

Address

Term

Security

Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Electronic signature is not accepted, physical signature is required.

Apollonia Ramirez

Print Signature

Apollonia Ramirez

Title

GENERAL MANAGER

Date (MM/DD/YY)

7/6/20



Edith George <edie@eatchg.com>

DOR Liquor Enforcement Division Payment Receipt

1 message

noreply@finit.tylertech.com <noreply@finit.tylertech.com>

Wed, Jul 1, 2026 at 2:17 PM

Payment Receipt Confirmation

Your payment was successfully processed.

Receipt Contact Information

Contact Name Liquor Enforcement Division
Contact Email dor_liqlicensing@state.co.us
Contact Phone 303-205-2300
<https://sbg.colorado.gov/contact-the-liquor-and-tobacco-enforcement-division>
Contact Url
Contact Address 1707 Cole Blvd., Suite 300
Lakewood, CO 80401

Transaction Summary

Description	Amount
DOR Liquor Enforcement Division Payment	\$30.00
Service Fee	\$1.00
TOTAL	\$31.00

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price of items purchased through this service includes revenue used to develop, maintain, and enhance the state's official web portal, Colorado.gov.

Customer Information

Customer Name WING SHACK
Company Name ENTERPRISES INC
Local Reference ID 8TH AVE WING SHACK
91c40109-b180-482a-8b10-8c59440989d3
Receipt Date 7/1/2026
Receipt Time 02:17:51 PM MDT

Payment Information

Payment Type Electronic Check
Account Number *****0020
Order ID 273909036
Name on Account WING SHACK
ENTERPRISES INC

Payment Receipt Confirmation

Your payment was successfully processed.

Billing Information

Billing Address	912 9TH AVE
Billing City, State	GREELEY, CO
Billing Zip/Postal Code	80631
Country	US
Phone Number	(970) 396-3068
This receipt has been emailed to the address below.	
Email Address	edie@eatCHG.com

DR 8400 (05/05/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to Movelt on Date

☐ Paid online

Licensee Name

Christina Mendoza

Doing Business As Name (DBA)

El Patrons Niteclub

Liquor License Number

03-19376

License Type

Tavern Liquor license

Sales Tax License Number

[REDACTED]

Expiration Date

Dec 31, 2027

Due Date

Business Address

Street Address

2630 6th Avenue

Phone Number

970-405-8023

City

Garden City

State ZIP Code

CO 80631

Mailing Address

Street Address

City

State ZIP Code

Email

Operating Manager

Date of Birth

Christina Mendoza

1/14/68

Home Address

Street Address

Phone Number

[Redacted]

[Redacted]

City

State

ZIP Code

Greeley

CO

80634

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented?

☐ Owned

*If rented, expiration date of lease

☒ Rented*

[Redacted]

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No
If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No
If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☐ Yes ☒ No
If yes, attach a detailed explanation.

9. I would like to apply for a Two-Year Renewal..... ☐ Yes ☐ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Title

Signature

Date (MM/DD/YY)

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

--

Title

--

Attest

--

Signature

--

Date (MM/DD/YY)

--

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Tax Check Authorization, Waiver, and Request to Release Information

I, Christina Mendoza

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Christina Mendoza

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Christine Mendoza

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

[REDACTED]

Street Address

[REDACTED]

City

Greeley

State

Co

ZIP Code

80634

Printed name of person signing on behalf of the Applicant/Licensee

[REDACTED]

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Christine Mendoza

Date Signed

7/7/26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



City of Greeley
1100 10th Street
Greeley, CO 80631
Phone:
Fax:

7/13/2026

SUBJECT: **FIP2607-0018**
FIRE INSPECTION

To:

Here are the results of all Inspections located at **2630 6TH AVE:**

Inspection Type: FI MEDIUM RISK
Scheduled Date/Time: 7/13/2026
Completed Date/Time: 7/13/2026
Inspector: JEREMY ROARK
Result: PASSED
Remarks:
Notes:

Inspection Type: FI MEDIUM RISK
Scheduled Date/Time: 7/13/2027
Completed Date/Time:
Inspector: BUILDING BUCKET
Result:
Remarks:
Notes:



LIQUOR ENFORCEMENT WORKSHEET

☐ Inspection Report
☒ Incident Report CR# 26GD00610

License Trade Name El Patrons Nightclub	Licensee Name El Patrons
License #/Type Tavern with Live Entertainment	Date of Report/Incident 07/12/2026
Address 2630 6th Ave	Person Contacted Christina / Ramon
Garden City, CO 80631	Telephone # 970-405-8023

	Yes	No	N/A		Yes	No	N/A
State Liquor License Posted		X		Manager Registered		X	
State Sales Tax License Posted		X		Licensee in Control of Premises	X		
Town Liquor License Posted		X		Trade Name Properly Registered	X		
Federal From 11* call 800-392-2822	X			Premises Physical Control Adequate	X		
Food Service License Posted		X		Acceptable Dispensing System		X	
Minor Warning Sign Posted		X		Off Premises Storage Licensed			X
Meals and Snacks Available		X		Only Permitted Items Sold			X
Cleanliness Adequate		X		Alcohol from Permitted Source			X
Books & Invoices Available		X		Discuss Sales of Liquor to Minors	X		
Alcohol Beverage Stock Acceptable		X		Discuss Sales to Intoxicated Persons	X		

☐ Warning ☐ Follow Up Inspection

 Licensee/Representative Signature Date

Violation			Date		Time	
Subject	DOB	Hgt	Wgt	Eyes	Hair	
Clothing			DL/ID#		State	
Address	City	State	Zip	Evidence Yes No		
H/W Phone	Summons #		Court Date		Photos Yes No	

Narrative: Inspection conducted at El Patrons. The business is currently closed and not operating. The premises contain the necessary equipment to operate but are not presently set up for business and are not in a condition to open. The owner stated they are seeking to renew the license and may reopen at a later date. A follow-up inspection should be required before operations resume.

Officer: D.Vogl #: GC522 Date: 07/12/2026

Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

☒ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

☐ Section C

Check the appropriate box in section C and proceed below.

For a Retail Warehouse Storage Permit, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

For a Wholesale Branch House Permit, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

To Change Trade Name or Corporation Name, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

To modify Premises, or add Sidewalk Service Area, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

For Optional Premises go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

To Change Location, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

Noncontiguous or Primary Manufacturing Location Change, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer pursuant to section 44-3-402 or 44-3-403, C.R.S.

Campus Liquor Complex Designation, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company

License Number

18-26348-0010

Name of Licensee

EVERYDAY STORES LLC

Trade Name of Establishment (DBA)

EVERYDAY STORES #5709

Address of Premises (specify exact location of premises)

2603 8TH AVE

City

GARDEN CITY

County

State

ZIP Code

CO

80631

Business Email Address

MAC4748@AOL.COM

Business Phone Number

970-352-8823

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- ☐ Manager's Registration (Hotel & Restaurant)..... \$30.00
- ☐ Manager's Registration (Tavern)..... \$30.00
- ☐ Manager's Registration (Lodging Facility)..... \$30.00
- ☐ Manager's Registration (Entertainment Facility)..... \$30.00
- ☒ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License \$50.00

Section C

- ☐ Retail Warehouse Storage Permit (each)..... \$100.00
- ☐ Wholesale Branch House Permit (each)..... \$100.00
- ☐ Change Corporation or Trade Name Permit (each)..... \$50.00
- ☐ Change Location Permit (each)..... \$150.00
- ☐ Noncontiguous or Primary Manufacturing Location Change..... \$150.00
- ☐ Change, Alter or Modify Premises.....\$150.00 x ☐ Total Fee:
- ☐ Addition of Optional Premises to
Existing Hotel/Restaurant\$100.00 x ☐ Total Fee:
- ☐ Addition of Related Facility to an Existing
Resort or Campus Liquor Complex.....\$160.00 x ☐ Total Fee:
- ☐ Campus Liquor Complex Designation..... No Fee
- ☐ Sidewalk Service Area..... \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued

License Account Number

Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

Total Amount Due.....

\$

00

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On-Premises Licensee (Taverns, Restaurants etc.)

☐ Off-Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of Storage Premises

City

County

ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

☐ Change of Trade Name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City County ZIP Code

Address of Location 2:

Address

City County ZIP Code

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

New Manager's Name

Date of Employment

Has manager ever managed a liquor licensed establishment?..... ☒ Yes ☐ No

Does manager have a financial interest in any other liquor licensed establishment?..... ☐ Yes ☒ No

If yes, give name and location of establishment

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City

County

ZIP Code

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP Code

New mailing address if applicable.

Address

City

County

State

ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

Note: The total state fee for temporary modification is \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ☐ Yes ☐ No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?..... ☐ Yes ☐ No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... ☐ Yes ☐ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services
I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex..... ☐ Yes ☐ No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided..... ☐ Yes ☐ No

Oath of Applicant

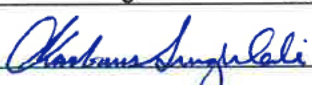
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Print Name

Title

Electronic signature is not accepted, physical signature is required.

Date (MM/DD/YY)



Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Signature

Title

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required.

Title

Date (MM/DD/YY)

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern, Lodging Facility, and Entertainment Facility class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business

Everyday Stores LLC

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

KHADKA, TRIBHUVAN, RAJ

List any other names you have used

Mailing address (if different from residence)

Email Address

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

Current City, State, ZIP

From:

08/25

To:

CURRENT

Previous Street and Number

Previous City, State, ZIP

From:

08/21

To:

07/25

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

EVERYDAY STORES LLC

Address (Street, Number, City, State, ZIP)

2603 8th Ave, Greeley, CO 80631

Position Held

Manager

From:

10/25

To:

Current

Name of Employer or Business

Everyday Stores LLC

Address (Street, Number, City, State, ZIP)

504 11th Ave, Greeley, CO 80631

Position Held

Manager

From:

9/22

To:

10/25

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Position Held

Name of Relative

Position Held

Relationship to You:

Name of Licensee

Relationship to You:

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ☐ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ☐ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ☐ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth	Social Security Number	Place of Birth		
U.S. Citizen	If Naturalized, state where	When		
☒ Yes ☐ No	COLORADO	3/7/2025		
Name of District Court	Naturalization Certificate Number	Date of Certification		
Fort Collins		3/7/2025		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
Height	Weight	Hair Color	Eye Color	Gender
5'3	160	Black	Brown	Male

Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No

Driver's License Number	Driver's License State
	Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....
10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

13. Loan Information (Attach copies of all notes or loans)

Name of Lender

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Electronic signature is not accepted, physical signature is required.

Print Signature

Title

Date (MM/DD/YY)

DR 8400 (05/05/25)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

EVERYDAY STORES
#5709
7990 NORTH FEDERAL
BOULEVARD
Westminster CO 80030-
4204

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	346.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 346.25

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.



Paid by check

Uploaded to Movelt on Date



Paid Online

Licensee Name

EVERYDAY STORES LLC

Doing Business As Name (DBA)

EVERYDAY STORES #5709

Liquor License Number

18-26348-0010

License Type

Fermented Malt Beverage and Wine (city)

Sales Tax License Number

33295240-005

Expiration Date

09/14/2026

Due Date

07/31/2026

Business Address

Street Address

2603 8TH AVENUE

Phone Number

9703528823

City, State, ZIP Code

Garden City CO 80631-8411

Mailing Address

Street Address

7990 NORTH FEDERAL BOULEVARD

City, State, ZIP Code

Westminster CO 80030-4204

Email

Operating Manager

TRIBHUWAN RAJ KHADKA

Date of Birth

Home Address

Street Address

Phone Number

City

State

ZIP Code

GREELEY

CO

80631

1. Do you have legal possession of the premises at the street address? ☒ Yes ☐ No

Are the premises owned or rented?

☐ Owned

*If rented, expiration date of lease

☒ Rented*

12/31/2027

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☒ Yes ☐ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

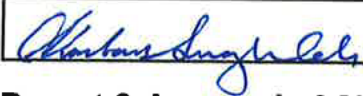
Type or Print Name of Applicant/Authorized Agent of Business

HARBANS S LALI

Title

PRESIDENT

Signature



Date (MM/DD/YY)

06/08/26

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, **HARBANS S LALI**

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

EVERYDAY STORES LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

EVERYDAY STORES LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

City

State ZIP Code

Printed name of person signing on behalf of the Applicant/Licensee

HARBANS S LALI

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed



6/8/26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

(This page intentionally left blank)

Everyday Stores LLC has 16 gas stations and convenience stores that possess liquor licenses that the owners have an interest in. The locations are listed below.

1. 1275 13th St, Boulder, CO 80302
2. 1502 S Tejon St, Colorado Springs, CO 80906
3. 1823 N Circle Dr, Colorado Springs, CO 80909
4. 4595 Pecos St, Denver, CO 80211
5. 799 E College Dr, Durango, CO 81301
6. 2603 8th Ave, Greeley, CO 80631
7. 504 11th Ave, Greeley, CO 80631
8. 1090 S Union Blvd, Lakewood, CO 80228
9. 12015 W Cedar Dr, Lakewood, CO 80226
10. 300 E Pagosa St, Pagosa Springs, CO 81147
11. 10610 S Longs Way, Parker, CO 80134
12. 17840 Cottonwood Dr, Parker, CO 80134
13. 300 Justin Ave, Platteville, CO 80651
14. 7990 N Federal Blvd, Westminster, CO 80030
15. 303 N 3rd St, Sterling, CO 80751
16. 900 Ken Pratt Blvd, Longmont, CO 80501

CERTIFICATE OF FIRE INSPECTION
GREELEY FIRE DEPARTMENT
COMMUNITY SAFETY DIVISION

DATE OF FIRE INSPECTION: JUNE 30, 2026

PERMIT NO: FIP2506-0545

TO:

EVERYDAY CONVENIENCE
2603 8TH AVE
GARDEN CITY, CO 80631

COMPLIES WITH APPLICABLE PROVISIONS OF THE
INTERNATIONAL FIRE CODE

JEREMY ROARK
BUILDING/FIRE OFFICIAL



Time In: 01:45 PM

Time Out: 02:33 PM

FOOD ESTABLISHMENT INSPECTION REPORT

Facility Name: EVERYDAY STORE 5709

Owner: EVERYDAY STORES LLC

Address: 2603 8TH AVE GARDEN CITY CO 80631-8411

Date: 07/01/2026

Inspection Type: Routine

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Risk factors are important practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public health interventions are control measures to prevent foodborne illness or injury. *Required field.

Compliance status to be designated as IN, OUT, NA, NO for each numbered item.

IN = in compliance OUT = not in compliance NO = not observed NA = not applicable COS = corrected on site R = repeat violation

No.	Status	Category	COS	R
Supervision				
1*	IN	Person in charge present, demonstrates knowledge, and performs duties		
2*	N/A	Certified Food Protection Manager		
Employee Health				
3*	IN	Management, food employee and conditional employee; knowledge, responsibilities, and reporting		
4*	IN	Proper use of restriction and exclusion		
5*	IN	Procedures for responding to vomiting and diarrheal events		
Good Hygienic Practices				
6*	IN	Proper eating, tasting, drinking, or tobacco use		
7*	IN	No discharge from eyes, nose, and mouth		
Preventing Contamination by Hands				
8*	N/O	Hands clean and properly washed		
9*	IN	No bare hand contact with ready-to-eat food or a pre-approved alternative procedure allowed		
10*	IN	Adequate handwashing sinks properly supplied and accessible		
Approved Source				
11*	IN	Food obtained from approved source		
12*	N/O	Food received at proper temperature		
13*	OUT	Food in good condition, safe, and unadulterated	X	
14*	N/A	Required records available: molluscan shellfish identification, parasite destruction		
Protection from Contamination				
15*	IN	Food separated and protected		
16*	IN	Food contact surfaces; cleaned and sanitized		
17*	IN	Proper disposition of returned, previously served, reconditioned, and unsafe food		
Time/Temperature Control for Safety				
18*	N/A	Proper cooking time and temperatures		
19*	N/A	Proper reheating procedures for hot holding		
20*	N/O	Proper cooling time and temperatures		
21*	IN	Proper hot holding temperatures		
22*	OUT	Proper cold holding temperatures	X	X
23*	N/A	Proper date marking and disposition		
24*	N/A	Time as a Public Health Control; procedures and records		
Consumer Advisory				
25*	N/A	Consumer advisory provided for raw/undercooked food		
Highly Susceptible Populations				
26*	N/A	Pasteurized foods used; prohibited foods not offered		
Food/Color Additives and Toxic Substances				
27*	N/A	Food additives: approved and properly used		
28*	IN	Toxic substances properly identified, stored, and used		
Conformance with Approved Procedures				
29*	N/A	Compliance with variance/specialized process/HACCP		

GOOD RETAIL PRACTICES				
Good Retail Practices are preventative measures to control the addition of pathogens, chemicals, and physical objects in foods. "OUT" marked in box if numbered item is not in compliance. *Required COS = corrected on site R = repeat violation				
No.	Status	Compliance Check	COS	R
Safe Food and Water				
30	IN	Pasteurized eggs used where required		
31	IN	Water and ice from approved source		
32*	N/A	Variance obtained for specialized processing methods		
Food Temperature Control				
33	OUT	Proper cooling methods used; adequate equipment for temperature control		
34*	N/A	Plant food properly cooked for hot holding		
35*	N/A	Approved thawing methods used		
36	IN	Thermometer provided and accurate		
Food Identification				
37	IN	Food properly labeled; original container		
Prevention of Food Contamination				
38	IN	Insects, rodents, and animals not present		
39	IN	Contamination prevented during food preparation, storage and display		
40	IN	Personal cleanliness		
41	IN	Wiping cloths; properly used and stored		
42	IN	Washing fruits and vegetables		
Proper Use of Utensils				
43	IN	In-use utensils: properly stored		
44	IN	Utensils, equipment and linens: properly stored, dried, and handled		
45	IN	Single-use/single-service articles: properly stored and used		
46	IN	Gloves used properly		
Utensils, Equipment, and Vending				
47	IN	Food and non-food contact surfaces cleanable, properly designed, constructed, and used		
48	IN	Warewashing facilities: installed, maintained, and used; test strips		
49	IN	Non-food contact surfaces clean		
Physical Facilities				
50	IN	Hot and cold water available; adequate pressure		
51	IN	Plumbing installed; proper backflow devices		
52	IN	Sewage and waste water properly disposed		
53	IN	Toilet facilities; properly constructed, supplied, and cleaned		
54	IN	Garbage and refuse properly disposed; facilities maintained		
55	IN	Physical facilities installed, maintained, and cleaned		
56	IN	Adequate ventilation and lighting; designated areas used		

Inspection Result: Pass

PASS: 0-49 points

RE-INSPECTION REQUIRED: 50-109 points

CLOSED: 110+ points

<https://inspections.myhealthdepartment.com/weldcounty>

OBSERVATIONS:

13. Food in good condition, safe, and unadulterated:

Observation: Found one of the bags of dairy-based coffee creamer- being stored in a refrigerated creamer dispenser- with visible pink mold and a noticeable spoilage odor. The unit was not functioning properly and the creamer measured 70F. Food shall be in sound condition, free of spoilage or contamination and shall be safe for human consumption. Corrected by having operator discard the bags of creamer and remove the non-functioning cooler from use. **(Corrected on Site)**

This is a Priority item 3-101.11 - Safe, Unadulterated and Honestly Presented (P)

22. Proper cold holding temperatures:

Observation: Found the open-front cooler at the front of the store was not functioning properly and all foods (lunchables with cheese, pre-cooked hamburgers, deli sandwiches, and cheese sticks) measured between 54-60F. Foods requiring temperature control shall be kept cold at 41 F or below. Corrected by discarding all aforementioned items. **(Corrected on Site) (Repeat)**

This is a Priority item 3-501.16 (A)(2) - TCS Food, Cold Holding (P)

33. Proper cooling methods used; adequate equipment for temperature control:

Observation: Found the open-front cooler at the front of the facility and the refrigerated dairy creamer container were not functioning properly or at all. Equipment for cooling, heating and holding food shall be sufficient in number and capacity to provide required food temperatures. Correct by discontinuing service of both units until they can be properly serviced.

This is a Priority Foundation item 4-301.11 - Cooling, Heating, and Holding Capacities-Equipment (Pf)

General Comments:

 Violations corrected since last inspection: 3, 36.

GARDEN CITY POLICE DEPARTMENT

LIQUOR ENFORCEMENT WORKSHEET

☒ Inspection Report

☐ Incident Report

CR# 766100569

License Trade Name <u>Everyday Store #5709</u>	Licensee Name <u>Everyday Stores, LLC</u>
License #/Type <u>B1977 - Business lce</u>	Date of Report/Incident <u>7-2-26</u>
Address <u>2603 8th Ave</u>	Person Contacted <u>Kinena Amaro</u>
Garden City, CO 80631	Telephone # <u>970 352 8823</u>

	Yes	No	N/A		Yes	No	N/A
State Liquor License Posted <u>Exp 6-14-25</u>	☒			Manager Registered	☒		
State Sales Tax License Posted <u>6-14-25</u>	☒			Licensee in Control of Premises	☒		
Town Liquor License Posted <u>Exp</u>	☒			Trade Name Properly Registered	☒		
Federal From 11* call 800-392-2822			☒	Premises Physical Control Adequate	☒		
Food Service License Posted	☒			Acceptable Dispensing System			☒
Minor Warning Sign Posted	☒			Off Premises Storage Licensed			☒
Meals and Snacks Available	☒			Only Permitted Items Sold	☒		
Cleanliness Adequate	☒			Alcohol from Permitted Source	☒		
Books & Invoices Available	☒			Discuss Sales of Liquor to Minors	☒		
Alcohol Beverage Stock Acceptable	☒			Discuss Sales to Intoxicated Persons	☒		

☒ Warning ☐ Follow Up Inspection

Licensee/Representative Signature [Signature]

Date 07-02-2026

Violation				Date		Time	
Subject		DOB	Hgt	Wgt	Eyes	Hair	
Clothing				DL/ID#	State		
Address		City	State	Zip	Evidence Yes No		
H/W Phone		Summons #	Court Date	Photos Yes No			

Narrative

Expired license posted. Business lce - 6-14-25
State liq lce - 6-14-25

warning given. Follow up to come. Raj was notified

Officer A. Bird

66504

Date: 7-2-26

970-351-0041

Fax 970-351-6549



621 27th Street Road

Garden City, CO 80631-8466

Marijuana Business License Renewal Application

Please fill out both sides of this form and return to the Town Hall with the appropriate fees. If you have any questions, please call the Town Hall at 351-0041.

Date: July 23, 2026 DBA: LivWell

Legal Business Name on State License: LivWell I LLC

Address 2647 8th Ave, Unit B City Garden City State CO Zip Code 80631

Mailing Address if different: 60 W Superior Street, Floor 2, Chicago, IL 60654

Phone Number: (312) 625-3770 Cell Number: (814) 880-8034

E-mail Address: co.licensing@pharmacann.com

Business Hours and Days of Operation: Open 7 days a week from 8:00 am to 12:00 am

Have you had any violations from State or Local in the past year? No

Are all employees badged by the MED? Yes

Do you Wholesale? No

Wholesale fees paid? N/A

Do you pay Colorado Sales Tax? Yes State of Colorado sales tax number: 27252918-0000

Property Owner(s): PBRJD Greeley Land Enterprises, LLC Phone: (970) 356-6900

Address: 2030 35th Avenue, Unit A-1 City: Greeley State: CO Zip Code: 80634

July 23, 2026

Date Signature of Applicant Mackenzie D. Wilcox, General Counsel

You are responsible for notifying us of any changes.

Fee: \$2000.00 each license

Please enter each local license number you wish to renew:
ML-2647-25

Community Gardens Signage Options







Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-893838-005

Acct: 500055

Issued
Expires
Payment Terms
Mode of Delivery

Jul 27, 2026
Aug 31, 2026
N30
AUTO-GND

Garden City Police Department - CO

Currency: USD

CUSTOMER DETAILS

SHIP TO

Garden City Police Department - CO
621 27th Street Rd
Greeley, CO
80631-8466
USA

BILL TO

Garden City Police Department - CO
621 27th Street Rd
Greeley, CO
80631-8466
USA

SALES REPRESENTATIVE

Nevaeh Elevario
Email: nelevario@axon.com

PRIMARY CONTACT

Jeremy Black
Phone: (970) 515-6299
Email: jblack@townofgardencity.com

QUOTE SUMMARY

Program Length	60 Months
Contract Start	Oct 1, 2026
Contract End	Sep 30, 2031
TOTAL CONTRACT	
Net Total	\$151,409.64
Est. Tax	\$0.00
Total Contract Value	\$151,409.64

DISCOUNT SUMMARY

List Price	\$215,689.37
Total Savings	\$64,279.73
Discount	29.80%
Avg. Savings / Year	\$12,855.95

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Sep 1, 2026	\$693.59	\$0.00	\$693.59
Jan 1, 2027	\$30,143.21	\$0.00	\$30,143.21
Jan 1, 2028	\$30,143.21	\$0.00	\$30,143.21
Jan 1, 2029	\$30,143.21	\$0.00	\$30,143.21
Jan 1, 2030	\$30,143.21	\$0.00	\$30,143.21
Jan 1, 2031	\$30,143.21	\$0.00	\$30,143.21
Total	\$151,409.64	\$0.00	\$151,409.64

SUMMARY PRICING FOR TERM

SUMMARY PRICING										
ITEM	DESCRIPTION	QTY	TERM	UN-BUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL	
100552	Transfer Balance - Goods	1	—	—	\$1.00	-\$4,869.06	-\$4,869.06	\$0.00	-\$4,869.06	
100553	Transfer Balance - Software and Services	1	—	—	\$1.00	-\$13,797.16	-\$13,797.16	\$0.00	-\$13,797.16	
73682	Axon Evidence - Auto Tagging License	8	60	—	\$10.85	\$651.00	\$5,208.00	\$0.00	\$5,208.00	
101283	Axon Records - Draft One - AI-Assisted Report Writing	8	60	—	\$70.52	\$4,231.20	\$33,849.60	\$0.00	\$33,849.60	
85760	Axon Auto-Transcribe - Unlimited Service	8	60	—	\$27.12	\$1,627.20	\$13,017.60	\$0.00	\$13,017.60	
102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	—	—	\$6,400.00	\$6,400.00	\$6,400.00	\$0.00	\$6,400.00	
M00049	Officer Safety Plan 10	8	60	\$327.54	\$238.32	\$232.50	\$111,600.66	\$0.00	\$111,600.66	
							SUBTOTAL	EST. TAX	TOTAL	
Total							\$151,409.64	\$0.00	\$151,409.64	

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Sep 1, 2026	
Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA	
HARDWARE	QTY
Axon Body - Dock Powercord - North America	1
Axon Body - Dock Wall Mount - Bracket Assembly	1
Axon Signal - Battery - CR2032 Single Pack	8
Axon Signal - Signal Sensor (sensor only)	8
Axon TASER - Battery Pack - Tactical	9
Axon TASER - Cleaning Kit	1
Axon TASER - Dock - Six-Bay Plus Core	1
Axon TASER - Target - Conductive Professional Ruggedized	1
Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
Axon TASER 10 - Cartridge - Halt	60
Axon TASER 10 - Cartridge - Inert	80
Axon TASER 10 - Cartridge - Live	120
Axon TASER 10 - Command Box	1
Axon TASER 10 - Handle - Yellow Class 3R	8
Axon TASER 10 - Holster - Safariland RH	8
Axon TASER 10 - Magazine - Halt Training Blue	4
Axon TASER 10 - Magazine - Inert Red	8
Axon TASER 10 - Magazine - Live Duty Black	8
Axon TASER 10 - Magazine - Live Training Purple	8
Axon TASER 10 - Replacement Interposer Bucket	1
Axon TASER 10 - Replacement Tool Kit - Interposer Bucket	1
Axon VR - Controller - TASER 10	1
Axon VR - Headset - Battery	1
Axon VR - Headset - HTC Focus Vision	1
Axon VR - Holster - TASER 10 Safariland Gray - LH	1
Axon VR - Holster - TASER 10 Safariland Gray - RH	1
Axon VR - Tactical Bag	1
Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1
SOFTWARE	QTY
OSP-Unlimited (No VR)	8
TASER 10 Certification Standard Plan	8
VR TASER Skills Plan	8
SERVICES	QTY
Axon TASER 10 - Replacement Access Program - Duty Cartridge	8
TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1
WARRANTIES	QTY



Axon Body - TAP Warranty - Camera	8
Axon Body - TAP Warranty - Multi-Bay Dock	1
Axon Signal - Ext Warranty - Signal Sensor	8
Axon TASER - Ext Warranty - Battery Pack T7/T10	9
Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
Axon TASER 10 - Ext Warranty - Handle	8
Axon VR - Ext Warranty - Headset	1
Axon VR - Ext Warranty - TASER Controller	1

ESTIMATED SHIPPING DATE: Oct 1, 2026

Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA

SOFTWARE	QTY
Axon Auto-Transcribe - Unlimited Service	8
Axon Body - License - Fusus Livestream	8
Axon Evidence - Auto Tagging License	8
Axon Evidence - ECOM License - Pro	8
Axon Evidence - Storage - 10GB A La Carte	80
Axon Evidence - Storage - Axon Device Unlimited	8
Axon Records - Draft One - AI-Assisted Report Writing	8
Axon Standards - License	8
Axon TASER - Data Science Program	8
Axon TASER - Evidence.Com License	9
Axon VR - User Access - TASER Skills	8
SERVICES	QTY
Axon TASER - On Demand Certification	8

ESTIMATED SHIPPING DATE: Sep 1, 2027

Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA

HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40

ESTIMATED SHIPPING DATE: Sep 1, 2028

Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA

HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40

ESTIMATED SHIPPING DATE: Mar 1, 2029

Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA

HARDWARE	QTY
Axon Body - TAP Refresh 1 - Camera	8
Axon Body - TAP Refresh 1 - Dock Multi-Bay	1
Axon VR - TAP Refresh 1 - Headset	1
Axon VR - TAP Refresh 1 - TASER Controller	1

ESTIMATED SHIPPING DATE: Sep 1, 2029

Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA



HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40
ESTIMATED SHIPPING DATE: Sep 1, 2030	
Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA	
HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40
ESTIMATED SHIPPING DATE: Sep 1, 2031	
Shipping Location: 621 27th Street Rd, Greeley, CO, 80631-8466, USA	
HARDWARE	QTY
Axon Body - TAP Refresh 2 - Camera	8
Axon Body - TAP Refresh 2 - Dock Multi-Bay	1



TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS**Axon Master Services and Purchasing Agreement:**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Agency has existing contract(s) originated via Quote(s):

Q-496412, Q-570914, Q-679086, Q-870888,

Agency is terminating those contracts effective 10/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$18,666.22

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

7/27/2026

Date Signed

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the Customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "Party" and collectively "Parties". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means the cloud-based, hosted, subscription services provided and operated by Axon and made accessible to Customer over the internet or other network, including associated storage, processing, analytics, digital evidence management, data retention, artificial intelligence features, integrations, and related functionality. Cloud Services include Updates and enhancements provided during the Subscription Term and is accessed, not installed or transferred. This does not include third-party SaaS products.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**MSRP**" means manufacturer's suggested retail price, or the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
- 1.4. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.5. "**Services**" means all services provided by Axon under this Agreement, including Software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**"). All subscriptions begin on the date stated in the Quote and end upon completion of program or the subscription stated in the Quote ("**Subscription Term**").
3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees. Axon may charge additional fees if Customer exceeds the permitted use purchased. Axon will notify Customer of additional charges as soon as reasonably practicable.
4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.
5. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) are governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services of any third-party products are governed by the terms, if any, entered into between Customer and the respective third-party provider or the applicable terms and conditions located at www.axon.com/sales-terms-and-conditions.
8. **Statement of Work; Scope Changes.** Certain Axon Devices and Services may require a Statement of Work that details Axon's Service deliverables ("SOW"). Axon is only responsible for the performance of Services described in the SOW, Quote, or under this Agreement. All other services are out of scope unless mutually agreed to in a signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
9. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
10. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
11. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
12. **Security.** Axon will implement and maintain commercially reasonable and appropriate security measures to secure Customer data against accidental or unlawful loss, access or disclosure.
13. **IP Rights.** Axon and to the extent applicable, Axon's licensors, own and reserve all rights, titles, and interest in and to the Axon's intellectual property, including but not limited to, Axon-manufactured Devices, Services, documentation, designs, improvements, analytics, derivative works, improvements, and suggestions to Axon, including all related intellectual property rights (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices and/or Axon Services ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **LIMITATIONS. AXON'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID TO AXON FOR THE AXON DEVICE, OR IF FOR SERVICES, THE AMOUNT PAID FOR SUCH SERVICES OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY.**
16. **Termination.**
- 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after receipt of the written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the MSRP and this Agreement terminates before the end of the Subscription Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. For TASER purchases, this includes returning the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon.

17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, that should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **Compliance with Laws.**

18.1. **Laws.** Each Party will comply and maintain compliance with all applicable federal, provincial, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968, if applicable.

18.2. **Controlled Products.** Customer acknowledges that Axon Devices, Software, and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19. **General.**

19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.



Master Services and Purchasing Agreement

19.5. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.6. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.7. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.8. **Survival.** The following sections will survive termination: Payment, Axon Device Warnings, IP Rights, IP Indemnification, Limitations, Confidentiality, and any other sections detailed in the survival sections of the attachments.

19.9. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

19.10. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.11. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote(s) and any SOW(s), represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Software and Cloud Services Terms of Use Appendix

I. General

1. Definitions

- 1.1. **"Customer Content"** means all data, files, and content uploaded into, ingested by, created in, or generated through Customer's use of Axon Cloud Services within Customer's tenant. This includes media/multimedia, recordings, reports, alerts, messages, videos, chats, and materials provided by the Customer, as well as Personal Data of users and data from applications connected to the solution. Customer Content excludes Non-Content Data, Dedrone Data, Third Party Content, and Third Party Services.
- 1.2. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.3. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.4. **"End User"** means Customer or Customer's employees, consultants, agents or contractors who are granted access to the Axon Cloud Services or Software in support of Customer's internal business or operations.
- 1.5. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.6. **"Firmware"** means the embedded software code installed on and operating within Axon Device, that enables the Axon Device's core functionality, control, communication, or security. Firmware is a subset of Software.
- 1.7. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices, client software, and users, that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.8. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.9. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.10. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
- 1.11. **"Software"** means application software, programs, mobile or desktop applications, or other executable code provided to Customer for installation, download or use as defined in this Agreement but excludes Axon Cloud Services.

2. **Customer Owns Customer Content.** Customer retains all rights, title and interest, including all intellectual property rights, in and to Customer Content. Customer is solely responsible for uploading, sharing, managing and deleting Customer Content. Customer Content is not considered Axon's business records, and except as set out below, Axon obtains no interest in Customer Content.

2.1. Axon Access and Use of Customer Content.

Customer grants Axon a limited, non-exclusive right to access, process, store, transmit, and otherwise use Customer Content solely for the following purposes: providing, operating, maintaining, supporting, and securing the Axon Devices and Services; performing troubleshooting, diagnostics, system monitoring, maintenance, and incident response; and enforcing this Agreement and Axon policies governing use of the Axon Devices and Services. Unless otherwise agreed to by the Parties in writing, Axon shall not access or use Customer Content any reason except as expressly authorized in this Agreement.

3. **Security.** Axon implements appropriate technical and organizational security measures designed to prevent unauthorized access, use or disclosure of Customer Data and will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content. For Axon's digital evidence or records management systems, Axon agrees to comply with the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

4. **Restrictions.** Customer shall not, and shall not permit any third party to: (i) modify, translate, adapt, tamper with, repair, or create derivative works of the Axon intellectual property; (ii) reverse engineer, decompile, disassemble, or attempt to derive the source code; (iii) copy any Axon intellectual property, except as expressly permitted in writing; (iv) resell, rent, lease, loan, sublicense, distribute, or otherwise commercially exploit Axon intellectual property; (v) access or use Axon intellectual property to build a competing product or service or to copy features, functions, or graphics; (vi) remove, alter, or obscure any proprietary notices; (vii) access or use Axon Software or Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (viii) use trade secret information contained in Axon Software, except as expressly permitted in this Agreement; (ix) use Axon Devices, Software or Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code; or (x) use Axon Devices, Software or Cloud Services in order to monitor the availability, security, performance, or functionality of the of such products or for any other benchmarking or competitive purposes other than as authorized in this Agreement; scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header; or misrepresent the source or ownership of Axon Services.
5. **Suspension.** Axon may immediately suspend Customer's or any End User's access to any portion of the Axon Devices or Services upon notice if Axon reasonably determines that: (i) Customer's or an End User's use poses a security risk to Axon systems, other customers, or third parties; (ii) Customer fails to pay applicable fees; (iii) Customer or its End User's use violates applicable law or regulation; (iv) such use may subject Axon or its affiliates to liability; or (v) such use is fraudulent or abusive. Customer remains responsible for all fees incurred through the period of suspension. Suspension does not terminate this Agreement unless Axon elects to terminate in accordance with the Termination provisions.
6. **Warranty and Disclaimer.** **AXON WARRANTS THAT ALL AXON SOFTWARE AND AXON CLOUD SERVICES, WHEN USED IN ACCORDANCE WITH APPLICABLE AXON DOCUMENTATION, WILL OPERATE IN ALL MATERIAL RESPECTS WITH THE DOCUMENTATION. EXCEPT AS EXPRESSLY STATED HEREIN, SOFTWARE, SERVICES OR CLOUD SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR UNINTERRUPTED OR ERROR-FREE USE. CUSTOMER AGREES AXON HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY SERVICES OR PRODUCTS USED BY THE CUSTOMER IN CONJUNCTION WITH AXON'S PRODUCTS OR SERVICES.**
7. **Updates.** Axon may make available updates and error corrections ("**Updates**") to any Axon Software, Firmware, or Cloud Service product. Axon will provide Updates electronically via the Internet or media as determined by Axon. An "**Upgrade**" includes new versions of Axon products that (i) enhance features and functionality, as solely determined by Axon; and/or (ii) provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Term, Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
8. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content, or Axon Software, Firmware, or Cloud Service products violates this Agreement or applicable laws, including acquiring and maintaining required consents; (c) maintaining necessary computer equipment and Internet connections for use of the Axon Software, Firmware, or Cloud Service products and any Updates thereto and (d) verifying the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to the Axon Software, Firmware, or Cloud Service products.
- 8.1. **Passwords.** Customer will also maintain the security of End User usernames and passwords and access by End Users to Customer Content. Customer is responsible for ensuring the configuration and utilization of the Axon Software, or Cloud Service products meet applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access.

Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

9. **YouTube.** To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
10. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes Confidential Information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
11. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
12. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
13. **U.S. Government Rights.**
 - 13.1. If Customer is a U.S. Federal department or using Axon Cloud Services or Software on behalf of a U.S. Federal department, Axon Cloud Services, Software, or Software Documentation are provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS"). If Customer is using Axon Cloud Services or Software on behalf of the U.S. Government and these terms are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 - 13.2. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFAR 255.227-7013(c)(1)(ii) et. Seq. or 252.211-7015, or FAR 52.227-19(a)-(d), as applicable, or similar clauses in the NASA FAR Supplement.
14. **Export Controls.** None of the Software, Software Documentation, or underlying information, may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's Specially Designated Nationals or Blocked Persons List, or the U.S. Department of Commerce's Denied Persons List.
15. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Restrictions, Export Controls, Privacy, Storage, Disclaimer, and Customer Responsibilities.

II. Axon Cloud Services**1. General.** The following apply to all Axon Cloud Services unless otherwise provided in the Product Specific Terms and Conditions Section:

1.1. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence.

1.2. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Notice, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>.

1.3. Storage.

1.3.1. **Unlimited Axon Device Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.

1.3.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

1.3.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.

1.3.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 99 years.

1.3.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("**Streaming Video**") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.

1.3.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

1.3.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Axon will determine the locations of data centers for storage of Customer in accordance with the Agreement.

1.4. Axon Cloud Services Warranty. AXON DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE CUSTOMER UPLOADS DATA TO AXON CLOUD

SERVICES. SERVICE OFFERINGS WILL BE SUBJECT TO THE AXON CLOUD SERVICES SERVICE LEVEL AGREEMENT, A CURRENT VERSION OF WHICH IS AVAILABLE AT [HTTPS://WWW.AXON.COM/PRODUCTS/AXON-EVIDENCE/SLA](https://www.axon.com/products/axon-evidence/sla).

2. Cloud Services- Product Specific Terms and Conditions. Notwithstanding any other provision in the Agreement, the following terms and conditions apply to the specific Axon Cloud Services purchased:

2.1. Policy Chat.

2.1.1. License and Content Restrictions. Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

2.1.2. Data Processing. Customer is responsible for uploading and maintaining current, complete, and accurate policy documents and removing outdated versions. Axon AI Technology (as defined below) generates responses solely from Customer-provided documents and may not reflect recent updates.

2.2. Draft One. Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

2.3. Brief One. Brief One includes automatic summarization of all products that can be transcribed. Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

2.4. Auto-Tagging. Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2.5. Auto-Transcribe.

2.5.1. A-La-Carte Minutes. If Customer purchases A-La-Carte Auto-Transcribe minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

2.5.2. Axon Unlimited Transcribe. If Customer purchases an Unlimited Transcribe subscription, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Link, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

2.6. FUSUS.

2.6.1. Axon Positioning Services. Axon cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

2.6.2. Axon Body LTE Requirements. FUSUS is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

- 2.6.3. **Axon Fleet LTE Requirements.** Axon FUSUS is only available and usable with a compatible Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
- 2.6.4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services, FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
- 2.7. **LTE Networks.** Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors when LTE service is provided by Axon and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
- 2.8. **TASER Data Science Program.** Axon will provide Customer with Transformed Data (as defined below).
- 2.8.1. **Definitions.**
- 2.8.1.1. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 2.8.1.2. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 2.8.2. **License to Axon.** If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
- 2.8.3. **License to Customer.** Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
- 2.8.4. **Deletion of Provided Data.** In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
- 2.9. **Community Link.**
- 2.9.1. **Community Link Security.** Axon will not treat Community Link Customer Content in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
- 2.9.2. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Community Link Customer Content for internal use. Customer acknowledges that Axon may make any lawful use of Community Link Customer Content and any derivative of Customer Content including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of, the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses Community Link Customer Content. Axon may not release Community Link Customer Content to any third party under this right that is not aggregated and de-identified.
- 2.10. **Axon Records.**
- 2.10.1. **Term.** Axon Records subscription begins on the later of the (1) start date of the Quote, or (2) the

date Axon provisions Axon Records to Customer, and will end upon the completion of the Axon Records Subscription in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**").

2.10.2. Limitations.

2.10.2.1. New or additional Axon products and applications, as well as any Axon Professional Services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

2.10.2.2. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one hundred (100) GB per user per year of uploaded files. Axon will not bill Customer for overages.

2.11. Dedrone.

2.11.1. Definitions.

2.11.1.1. "**Dedrone Data**" means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 2.11.5, and any other information that Axon makes available to Customer by means of the Dedrone Software.

2.11.1.2. "**Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

2.11.1.3. "**Sensor**" means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

2.11.1.4. "**Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

2.11.1.5. "**Third-Party Hardware**" means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2.11.2. **License to Customer.** Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Dedrone Subscription Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Section (the "**License**"). Customer must purchase a License to the Dedrone Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software.

2.11.3. **Compliance.** Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal constitute a breach of the Agreement by Axon.

2.11.4. **Data Protection.** If Customer licenses Dedrone Software, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon, data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including the date, time, and duration of the detection of the drone, as well as the locations of the detected drones, remote controls, and the Sensor itself (collectively, "**Sensor Data**"), and (ii) video recording of the detected drones, including flight path ("**Video Data**") (Sensor Data and Video Data are collectively referred to as "**Collected Data**").

2.11.5. **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i)

improving or analyzing any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

- 2.11.6. **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware.

2.12. Axon 911 Products (Prepared and Carbyne)

2.12.1. Definitions.

- 2.12.1.1. **“Solution”** means the Axon 911 Software and/or Platform which Axon makes available to Customer pursuant to this Section, which includes Carbyne and Prepared 911 Products and Services. The Solution does not include Third Party Content or Third-Party Services.
- 2.12.1.2. **“Third Party Content”** means applications, materials, data and information, such as location, transcriptions, translations and any output generated by AI powered tools, which are provided by a third party and are made available to Customer through Customer’s use of the Solution.
- 2.12.1.3. **“Third Party Services”** means services such as porting phone numbers, voice services provided by Bandwidth and Twilio, connectivity services and broadband circuits provided by a third party which are passed through to Customer for use with the Solution.

- 2.12.2. **Solution License.** If applicable to the Solution, Customer may use the Solution to connect with Customer’s other applications, allowing Customer to receive and access Customer Content available from such applications through the Solution and to make Customer Content available to End Users.

- 2.12.3. **Data Retention.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which is submitted to Axon Cloud Services or which is recorded or stored in the course of Customer’s use of the Solution, for a period of two (2) years during the Subscription Term (the **“Data Retention Period”**). Customer Content is automatically deleted thirty (30) days after (a) the Data Retention Period, or (b) the expiration or termination of the Subscription Term for any reason. At any time prior to such deletion, Customer may download Customer Content which has been stored on the Axon Cloud Services. Customer acknowledges it is solely responsible for compliance with any applicable data retention laws and for any data requests. Axon will have no further obligation with respect to Customer Content after the Data Retention Period or after the deletion of Customer Content.

- 2.12.4. **Privacy.** Carbyne Privacy Policy, located at <https://carbyne.com/privacy-policy>, shall govern data protection and privacy when using Carbyne products or services. Axon may create anonymized and aggregated statistical data from Customer’s usage of the Solution, which does not include Customer’s Personal Data. Axon may use such anonymized and aggregated data for Axon’s own internal purposes, such as to develop and improve the Solution, to develop new services or products and to identify usage trends.

- 2.12.5. **Third-Party Fees.** Fees for Third Party Services reflect pass-through costs from Third Party Service providers which are based on Customer’s anticipated use. Axon may revise the annual fees based on Customer’s use. Third Party Service fees are also subject to change based on fee changes imposed by Third Party Service providers. If Axon is subject to any third party charges as a result of Customer’s delays or requested changes (such as any changes to requested dates, configuration changes or additional integrations), Axon will invoice Customer for any applicable third party charges Axon incurs.

- 2.12.6. **Support Terms for 911 Products.** If purchased, Carbyne support will be performed in accordance with applicable Carbyne Support Terms available at <https://carbyne.com/legal/>. Prepared support terms are available upon request.

2.12.7. Customer Cooperation. Customer acknowledges that timely provision of and access to Customer systems, equipment, assistance, cooperation, and complete and accurate information and data ("**Customer Cooperation**") is essential to Axon's performance under this Agreement, and Customer is responsible for ensuring its infrastructure meets applicable minimum requirements and for the accuracy of all information provided. Customer Cooperation includes facilitating access to and discussions with any third-party vendors or subcontractors required to integrate with the Solution, for whose fees Axon bears no responsibility. Customer authorizes Axon limited access to its systems, networks, facilities, and third-party systems as reasonably necessary to perform services under this Agreement or any SOW, and Axon agrees to comply with Customer's security requirements. If Customer fails to timely perform its obligations or provide Customer Cooperation, Axon is not responsible for any dependent obligations to the extent of such delay.

2.12.8. Prepared Products Deployment.

2.12.8.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to twelve (12) months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

2.12.8.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

2.12.9. Disclaimers.

2.12.9.1. **CUSTOMER ACKNOWLEDGES AXON DOES NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT IT IS AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND CUSTOMER MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD-PARTY SERVICE PROVIDER.**

2.12.9.2. **CUSTOMER ACKNOWLEDGES THAT AXON MAKES NO REPRESENTATION OR RECOMMENDATIONS WITH REGARD TO THE CONTENT OR COMPLIANCE OF THE SOLUTION, OR ANY OTHER PRODUCT OR SERVICE AXON OFFERS, WITH LAWS, RULES, REGULATIONS AND INDUSTRY STANDARDS (INCLUDING NENA STANDARDS AND DATA RETENTION REQUIREMENTS) WHICH APPLY TO CUSTOMER'S INTENDED USE, SUCH AS RECEIVING AND PROCESSING EMERGENCY CALLS. CUSTOMER IS RESPONSIBLE FOR MAKING CUSTOMER'S OWN LEGAL DETERMINATION ON WHETHER CUSTOMER CAN USE THE SOLUTION AND ANY OTHER PRODUCTS AND SERVICES AXON OFFERS FOR CUSTOMER'S INTENDED USE.**

III. Software

1. Software - General

1.1. Licenses.

1.1.1. **Software License.** Subject to Customer's compliance with this Agreement (including the Quote) and any applicable documentation, and payment of applicable fees, Axon grants Customer a non-exclusive, non-transferable, revocable, limited, non-sublicensable, royalty-free license during the applicable Subscription Term to install, use, and display the Axon Software solely for Customer's internal purposes and solely for data communication with Axon Devices or Cloud Services for the number and type of licenses purchased.

1.1.2. **Firmware License.** Subject to Customer's compliance with this Agreement and payment of applicable fees, Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual limited license to use the Axon Firmware solely on Axon Devices.

- 1.2. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describes the features, functions and operation of the Software that is provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

2. Software – Product Specific.

- 2.1. **Wireless Offload Server.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
- 2.2. **Investigate- Third-Party Licenses (On-Premises Software Only).** This Section applies solely to Customer's on-premises deployment of the Software and does not apply to any cloud-hosted or SaaS offerings. Axon licenses several third-party codecs and applications that are integrated into the Software. Customer agrees to and understands that an active support contract with Axon is required for access to all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the Software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software.
- 2.3. **Evidence Local License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.

IV. Axon Application Programming Interface ("API")

1. General

1.1. Definitions.

- 1.1.1. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.1.2. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.1.3. "**API Content**" All content related to API Service, excluding Customer Content or Customer's API Client Content, is considered Axon's API Content, including: (i) the design, structure and naming of API Service fields in all responses and requests; (ii) the resources available within API Service for which Customer takes actions on, such as Evidence, cases, users, or reports; (iii) the structure of and relationship of API Service resources; and (iv) the design of API Service, in any part or as a whole.
- 1.1.4. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.1.5. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the Channel Services Statement of Work.
- 1.1.6. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.1.7. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 1.1.8. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

1.2. Purpose and License.

1.2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon Devices and Services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

1.2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

1.3. **Limitations.** Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

1.4. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

1.5. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client accesses or communicates with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

2. API – Product Specific

2.1. Axon Channel Services

2.1.1. **Scope.** When Customer has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management, Axon will facilitate the transfer of Customer's third-party data into or out of Axon's Digital Evidence Management System, as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

2.1.2. **Purpose and Use.** For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the Channel Service. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

V. Artificial Intelligence ("AI")

1. Definitions.

1.1. "**AI Technology**" means artificial intelligence functionalities embedded in Axon's Products, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2. "**Bias Mitigation**" means strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Axon Responsibilities

- 2.1. **Data Use.** Unless otherwise agreed to in writing, Axon and Axon's subprocessors will not train their models on Customer Content.
- 2.2. **Ethical AI Development.** Axon shall: (a) follow its responsible innovation framework; (b) engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) conduct testing to minimize bias and ensure reliability; and (d) implement Bias Mitigation techniques in model development and deployment.
3. **Customer Responsibilities and Disclaimers.**
 - 3.1. **Use of AI Technologies.** Customer acknowledges that AI Technology is assistive and not designed to replace human review and judgement. Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; and (d) monitor for potential issues with AI outputs, including false positives or negatives.
 - 3.2. **RESTRICTIONS. AI TECHNOLOGY IS NOT DESIGNED FOR EMERGENCIES, UNLESS EMERGENCY USE CASES ARE DESCRIBED IN THE APPLICABLE PRODUCT DOCUMENTATION AND IN SUCH CASES, USERS SHOULD CONTACT APPROPRIATE EMERGENCY SERVICES DIRECTLY. AXON DISCLAIMS LIABILITY FOR QUERIES CONTAINING PROHIBITED CONTENT, SUCH AS HATE, SEXUAL MATERIAL, OR VIOLENCE, AND RESERVES THE RIGHT TO RESTRICT SUCH USAGE.**
 - 3.3. **HEALTHCARE. AXON CLOUD SERVICES THAT LEVERAGE AI TECHNOLOGY, E.G., TRANSCRIPTION AND TRANSLATION, MUST NOT BE USED BY HEALTHCARE PROVIDERS (SUCH AS DOCTORS, NURSES, PARAMEDICS) FOR THE PURPOSE OF PROVIDING HEALTHCARE SERVICES, AND SHALL ONLY BE USED FOR THE PURPOSE OF HEALTHCARE PROVIDERS DE-ESCALATING CONFRONTATIONS, UNLESS USE BY HEALTHCARE PROVIDERS TO PROVIDE SAFER AND MORE EFFICIENT EMERGENCY RESPONSE HEALTHCARE SERVICES IS DESCRIBED IN PRODUCT DOCUMENTATION.**
4. **Prepared Products AI Eras.** This section applies to a Customer's AI Eras subscription for Prepared products:
 - 4.1. **Assistive Dispatch Licensing.** Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.
 - 4.2. **Assistive Dispatch Eligibility.** Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.
 - 4.3. **PSAP Eligibility.** PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If Customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer shall assist Axon in making all eligibility determinations within ninety (90) days of the date of the Quote signature.

Schedule 1 to Software and Cloud Services Terms of Use Appendix

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

1. Axon Obligations

1.1 ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("**Transformed Content**"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Software and Cloud Services Terms of Use Appendix, and apply them to ACEIP.

1.2 Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal (<https://www.axon.com/aceip-enterprise>), including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

1.3 Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

2. ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Customer participation to aceip@axon.com.

Axon Device Appendix

- I. **General.** The following terms and conditions apply to any purchase, deployment, and use of Axon-manufactured Devices or third-party hardware products provided under the Agreement.

1. **Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
2. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; and (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost in accordance with applicable law or regulations.
3. **Installation.** In certain circumstances, Axon may use a third party authorized and trained by Axon to install products. Axon will not be liable for the failure of any Axon hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon or Axon's third party installer.
4. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

II. **General Warranty.**

1. **Axon Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices (see below for TASER warranty), are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt, and Axon-manufactured accessories which Axon warrants for ninety (90) days from Customer's receipt ("**Limited Warranty**").
2. **General Warranty Terms.** The following apply to all Axon-manufactured Devices excluding TASER weapons:
 - 2.1. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. The maximum warranty period for an individual Axon Device will be five (5) years including the initial Limited Warranty.
 - 2.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

If Customer exchanges an Axon-manufactured Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Device. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

4. **Limitations and Disclaimer.**

4.1.1. LIMITATION. AXON'S WARRANTY EXCLUDES DAMAGE RELATED TO: (A) FAILURE TO FOLLOW AXON DEVICE USE INSTRUCTIONS; (B) AXON DEVICES USED WITH EQUIPMENT NOT

MANUFACTURED OR RECOMMENDED BY AXON; (C) ABUSE, MISUSE, OR INTENTIONAL DAMAGE TO AXON DEVICE; (D) FORCE MAJEURE; (E) AXON DEVICES REPAIRED OR MODIFIED BY PERSONS OTHER THAN AXON WITHOUT AXON'S WRITTEN PERMISSION; OR (F) AXON DEVICES WITH A DEFACED OR REMOVED SERIAL NUMBER. AXON'S WARRANTY WILL BE VOID IF CUSTOMER RESELLS AXON DEVICES.

4.1.2. DISCLAIMER. AXON DEVICES AND SERVICES THAT ARE NOT MANUFACTURED, PUBLISHED OR PERFORMED BY AXON ("THIRD-PARTY PRODUCTS") ARE NOT COVERED BY AXON'S WARRANTY AND ARE ONLY SUBJECT TO THE WARRANTIES OF THE THIRD-PARTY PROVIDER OR MANUFACTURER.

4.1.3. EXCLUSIVE WARRANTY. TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES AND REMEDIES IN THE AGREEMENT ARE EXCLUSIVE. AXON DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, OR IMPLIED. IF STATUTORY OR IMPLIED WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, THEN SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THE WARRANTY DESCRIBED ABOVE AND BY THE PROVISIONS IN THIS AGREEMENT. CUSTOMER CONFIRMS AND AGREES THAT, IN DECIDING WHETHER TO SIGN THIS AGREEMENT, CUSTOMER HAS NOT RELIED ON ANY STATEMENT OR REPRESENTATION BY AXON OR ANYONE ACTING ON BEHALF OF AXON RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT THAT IS NOT IN THIS AGREEMENT.

4.1.4. LOKI DRONE LIMITATIONS: IF CUSTOMER PURCHASES AXON LOKI, CUSTOMER ACKNOWLEDGES THE LOKI DEVICE IS DESIGNED FOR OPERATION IN ENCLOSED, CONTROLLED ENVIRONMENTS AND MUST BE USED IN COMPLIANCE WITH ALL APPLICABLE LAWS AND SAFETY GUIDELINES. OPERATION IN OPEN OR UNAPPROVED AREAS MAY RESULT IN SIGNAL INTERFERENCE, LOSS OF CONTROL, OR DAMAGE, AND AXON ASSUMES NO LIABILITY FOR IMPROPER USE, INCLUDING ANY RESULTING HARM OR REGULATORY VIOLATIONS.

III. Technology Assurance Plan ("TAP").

- 1. TAP Device and Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") and Axon Dock ("**Dock Refresh**") as scheduled in the Quote. The Device Refresh and or Dock Refresh will be the same or like Axon Device, at Axon's option, depending on what model Customer originally purchased. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock. Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. Under the DEDRONE Refresh Program, the replacement hardware will be the same model as, or a comparable model to, the original. Axon is not obligated to provide next-generation or upgraded versions.
- 2. Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance, including shipment of the final Axon Devices and Dock Refreshes up to sixty (60) days before the end of the Subscription Term.
- 3. Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. Axon will not provide a refund if the model Customer desires has an MSRP less than the MSRP of Customer's current Devices. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Device Upgrade. For DEDRONE devices Axon does not guarantee that next-gen products will be available at the time of refresh.
- 4. Return of Original Axon Device.** Within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or

destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. Under the Dedrone Refresh Program, Customer is not required to return the original hardware upon receipt of the replacement.

5. **Termination.** TAP coverage terminates as of the date of termination and no refunds will be given in the event of termination or expiration of the Agreement.

IV. Axon Device Specific Terms and Conditions.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
2. **Axon Outpost.**
 - 2.1. **Installation.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location, including licenses or permits for fixed installation of poles. If mutually agreed by the Parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
 - 2.2. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.
3. **Axon Lightpost.**
 - 3.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
 - 3.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
 - 3.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.
4. **TASER Devices.**
 - 4.1. **TASER Weapon Limited Warranty.**
 - 4.1.1. **Definitions.**
 - 4.1.1.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10, each probe discharged is

considered one (1) Deployment. For TASER 7, the dual probe discharged is considered one (1) Deployment.

4.1.1.2. “Pooled User” means the TASER weapon is assigned and used by multiple users.

4.1.1.3. “Single User” means the TASER weapon is assigned and used by on user.

4.1.1.4. “Training Device” means the TASER weapon is only used for training purposes.

4.1.2. Warranty Coverage. Axon warrants that each Axon-manufactured TASER Device is free from defects in workmanship and materials when assigned and used as a single-user device, pooled-user device, or training device, for the earlier of: (i) one (1) year from the date of Customer’s receipt or (ii) if an extended warranty is purchased for the Device, a total of up to 500 Deployments over 5 years. Used CEW cartridges are deemed to have operated properly.

4.1.3. TASER 10L or TASER Covert. If the TASER Device is a TASER 10L (TASER 10 Light) or Covert as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer’s receipt or 100 Deployments. Reduced Life TASER 10L Device has a maximum warranty that may be purchased that will warrant the Device for the earlier of two (2) years or 200 Deployments, including the Limited Warranty.

4.1.4. Registration. Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a Single User, Pooled User or Training Device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon’s sole discretion.

4.2. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

4.3. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

4.4. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

5. Virtual Reality (VR) Headsets. Any additional virtual reality headsets purchased for use with Virtual Reality Media must be purchased from Axon.

6. Training Pod

6.1. Customer Responsibilities. Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

- 6.2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 6.3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.
- 6.4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Professional Services Appendix

I. Implementation and Training

1. General

- 1.1. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- 1.2. **Access Computer Systems to Perform Services.** Customer authorizes Axon limited access Customer's relevant computers, network systems, facilities, and third-party systems as reasonably necessary for Axon to perform services as defined in this Agreement or in a SOW. Axon agrees to comply with Customer's security requirements to access such systems, either remotely or on-site, as applicable. Axon will use commercially reasonable efforts to identify the required resources in advance. Customer is responsible for ensuring its infrastructure meets the minimum requirements and for the accuracy of the information provided.
- 1.3. **Site Preparation.** Axon will provide a copy of current user documentation for the Axon Devices ("**User Documentation**"), which will include all required environmental and operational specifications for the professional services and Axon Devices. Before installation of the Axon Devices, Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the User Documentation and ensure all computers, hardware, vehicles, etc. are readily available in a suitable work area. Following installation, Customer must maintain the Installation Site per the environmental specifications. Axon will provide any updates to the User Documentation to Customer when Axon generally releases it. For any onsite training, Customer is responsible for providing a suitable work/training area.
- 1.4. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer for signature to acknowledge completion. Customer must notify Axon in writing of any material non-conformance and the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Customer does not sign the Acceptance Form or provide written notice of rejection within seven (7) calendar days of delivery, the professional services will be deemed accepted by Customer.
- 1.5. **Customer Network.** Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause other than Axon's negligence.
- 1.6. **Utilization of Services.** Customer must use professional services within six (6) months of the Effective Date.

II. Standard Implementation Activities

1. Except for on-demand training, all professional services include advance remote project planning and configuration support and assignment of a professional services manager to work with Customer on Customer's deployment to determine which Services under each category are appropriate. Any onsite support is noted under each category. Additional on-site Services days may be purchased if needed.
2. Professional services may include the following activities depending on the service package purchased:

Implementation Activity	Description
System Setup and Configuration	Configure Customer settings in Axon systems based on Customer need
User and Role Configuration	Configure roles, permissions, categories, and retention settings and register users, as applicable
Device Registration	Register devices and associate them with Customer domain

Implementation Activity	Description
Dock Configuration	Configure locations and settings and authenticate Axon Dock systems (does not include physical mounting of docks)
System Troubleshooting	Troubleshoot IT issues with Axon Evidence, or hardware system access
System Admin Training	Step-by-step explanation and assistance for configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Classroom and Practical Training	Step-by-step explanation and assistance for Customer's configuration of product, functionality, and basic operation.
Evidence Sharing Training	Tailored workflow instruction on sharing cases and evidence with local prosecuting agencies.
Best Practice Planning	Provide considerations for policy / system operations and best practices
Train-the-Trainer Instruction	Train designated Customer instructors who can support any subsequent Customer training needs
User Go-Live Training	End-user instruction and deployment support for E.com and device/operational training
Implementation Documentation	Axon guides for: administrators, product implementation, network setup, categories & roles, and sample policies
Post Go-Live Review	Review deployment and address operational issues

TABLE 1 – PROFESSIONAL SERVICES MATRIX

Implementation Activity	BWC			CEW		VR	Air		Justice
	Full	Starter	Virtual	Full	Starter		On-Site	Virtual	
System Setup and Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓
User and Role Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓
Device Registration	✓	—	—	✓	✓	—	—	—	—
Dock configuration	✓	✓	✓	—	—	—	—	—	—
System Troubleshooting	✓	✓	✓	✓	✓	✓	✓	✓	✓
System Admin Training	✓	—	—	✓	✓	—	—	—	—
Classroom and Practical Training	—	—	—	—	—	✓	✓	—	—
Evidence Sharing Training	✓	—	—	—	—	—	—	—	✓
Train-the-Trainer Instruction	✓	✓	✓	✓	✓	✓	✓	✓	✓
Implementation Documentation	✓	✓	✓	✓	✓	—	—	—	✓
Best Practice Planning	✓	—	—	✓	✓	✓	✓	✓	✓
Post Go-Live Review	✓	—	—	✓	✓	—	—	—	✓

3. **Service Package Scope**

3.1. **Body-Worn Camera Services**

- **BWC Full:** Includes remote planning and up to four (4) consecutive on-site service days.
- **BWC Starter:** Includes remote planning and one (1) on-site service day.
- **BWC Virtual:** All Services delivered remotely.

3.2. **CEW Services**

- **CEW Full:** Includes on-site support and instructor training for up to three (3) instructors.

- **CEW Starter:** Services delivered remotely with instructor training for one (1) instructor.
- 3.3. VR Services.** Includes remote planning and one (1) on-site training day, with instructor training for up to five (5) instructors.
- 3.4. Axon Air Training.** Includes system configuration and operational training. On-site training includes practical flight instruction; virtual training excludes flight training.
- 3.5. Axon Justice Implementation.** Includes workflow configuration, disclosure configuration, go-live planning, and up to three (3) two (2) hour remote training sessions.

III. Additional Professional Services

1. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:
 - 1.1. **Archival of CEW Firing Logs.** Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
 - 1.2. **Return of Old Weapons.** Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.
 - 1.2.1. *Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.
2. **Signal Sidearm Installation Service.**
 - 2.1. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
 - 2.2. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
3. **TASER On Demand Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion within one (1) year of issuance; however, Customer may incur a fee for cancellations less than ten (10) business days prior to a course date or failure to appear to a registered course. Vouchers have no cash value and cannot be exchanged for any other Axon Device or Services. Any unused vouchers will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

IV. Technical Account Manager

1. **Applicability.** The following Technical Account Manager scope only applies to Device Technical Account Managers. A separate SOW will be provided for any Software (SWS) TAM's.
2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
3. **TAM Scope of Services.** Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the TAM has skills to align with those needs. There may be up to a six (6) month waiting period before the TAM can work on-site, depending upon Customer's needs and availability of TAM.

TAM Scope of Services Matrix

	Full Time TAM	Regional TAM*
Availability		
Works Onsite	Four (4) days per week	Up to three (3) consecutive days per quarter
Available by phone and email during regular business hours.	✓	Up to eight (8) hours per week
Account Maintenance		
Conducting training on new features and devices for Customer leadership team(s)	✓	✓
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program	✓	✓
Conducting weekly meetings to cover current issues and program status	✓	✓
Quarterly business review and program goal discussion.	✓	✓ Quarterly on-site visit
Data Analysis		
Providing Axon usage data to identify trends and insights for improving daily workflows	✓ On Demand	✓ Quarterly
Comparing Customer's Axon usage and trends to peers to establish best practices	✓	✓
Proactively monitoring the health of Axon equipment and coordinating returns when needed	✓	✓
Direct Support		
Providing Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices	✓	✓
Creating and monitoring RMAs	✓	✓
Providing Axon app support	✓	
Monitoring and testing new firmware and workflows before they are released to Customer's production environment	✓	
Customer Advocacy		
Coordinating bi-annual voice of customer meetings with Axon's Device Management team	✓	✓
Recording and tracking Customer feature requests and major bugs	✓	✓
Ongoing System Set-up and Configuration		
Assisting with assigning cameras and registering docks	✓	
Maintaining Customer's Axon Evidence account	✓	
Connecting Customer to "Early Access" programs for new devices	✓	

**All work by Regional TAM to be performed remotely, except as noted under table. Customer must schedule the on-site days at least two (2) weeks in advance.*

- TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Miscellaneous Clauses Appendix

1. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise, and forever releases and discharges all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
2. **Free Trial.**
 - 2.1. **Trial Period and License.** At any time during the Term, the Parties may agree to a free trial of Axon Devices and Services new to the Customer ("**Trial Products**") for a designated period ("**Trial Period**") as reflected in a quote ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, non-transferable, revocable license to use the Trial Products solely for Customer's internal evaluation. Trial Products may include Axon beta software or firmware and may be subject to additional terms. Axon may limit the number of Trial Products and may supply refurbished Trial Products. **ALL TRIAL PRODUCTS, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.**
 - 2.2. **Trial Quote Termination.** Upon at least ten (10) business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may, as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within ten (10) days after the effective date of such termination or expiration at the end of the Trial Period. Customer will return all Trial Products (excluding used CEW cartridges) in good working condition, minus normal wear and tear. If any individual component of the Trial Products is not returned, Axon may invoice Customer the MSRP of any of the unreturned items or damaged Trial Products, and Customer agrees to pay the invoice along with any applicable taxes and shipping. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Software and Cloud Services Terms of Use Appendix.
3. **Axon Event Offer Terms.** If the Quote includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("**Axon Event**"), the following terms and conditions shall apply:
 - 3.1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
 - 3.2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
 - 3.3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any

procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

- 3.4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
- 3.5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
- 3.6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

DISTRIBUTED ENERGY RESOURCE INTERCONNECTION AGREEMENT

This DISTRIBUTED ENERGY RESOURCE INTERCONNECTION AGREEMENT ("Agreement") is entered into by and between Public Service Company of Colorado, d/b/a Xcel Energy, a Colorado corporation, having a mailing address of P.O. Box 840, Denver, Colorado, 80201, hereinafter referred to as "Public Service," and TOWN OF GARDEN CITY having a mailing address 2719 7th Avenue, Garden City Colorado, 80631, hereinafter referred to as "DER Owner/Operator." The DER Owner/Operator and Public Service are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party."

In consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

I. SCOPE AND PURPOSE

A) Establishment of Point of Common Coupling. This Agreement is intended to provide for the DER Owner/Operator to interconnect and operate a DER in parallel with the Public Service electric distribution system at 2719 7TH AVE GARDEN CITY, Colorado 80631-8407, as more specifically identified in Exhibit C and shown in the Exhibit A one-line diagram.

B) This Agreement contains the terms and conditions under which the DER Owner/Operator may interconnect and operate in parallel the DER with the Public Service electric distribution system and the facilities required by the DER Owner/Operator for such interconnection.

C) This Agreement does not authorize the DER Owner/Operator (or the Host, if applicable) to export power or constitute an agreement to purchase or wheel the DER Owner/Operator's power. Other services that the DER Owner/Operator (or Host, if applicable) may require from Public Service, or others, may be covered under separate agreements or the Public Service Electric Tariffs, or both.

D) This Agreement does not cover FERC-jurisdictional generating system installations.

E) The Technical Requirements for interconnection are set forth in a separate Technical Requirements document, entitled "Safety, Interference and Interconnection Guidelines for Cogenerators, Small Power Producers, and Customer-Owned Generation," dated August 6, 2020, a copy of which has been made available to the DER Owner/Operator and the receipt of which DER Owner/Operator hereby acknowledges. The Technical Requirements, as may be modified from time to time, are hereby incorporated and made part of this Agreement by this reference.

II. DEFINITIONS

A) “Agreement” – this Distributed Energy Resource Interconnection Agreement.

B) “Area EPS” - an EPS that serves Local EPSs. Note: Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc.

C) “Commission” - the Public Utilities Commission of the State of Colorado.

D) “DER Owner/Operator” - the party or parties that will own and/or operate the DER and shall be responsible for meeting the requirements of this Agreement. “DER Owner/Operator” may be the Host, or it may be an owner or operator of the DER duly authorized by the Host to own and/or operate the DER on the Premises and to perform all obligations of DER Owner/Operator under this Agreement.

E) “Dedicated Facilities” - the equipment that is installed due to the interconnection of the DER and not required to serve other Public Service customers, as more specifically described on Exhibit B attached hereto and made a part hereof.

F) “Distributed Energy Resource” or “DER” - the DER Owner/Operator's source of electric power connected to Public Service's electric distribution system pursuant to this Agreement, including retail renewable distributed generation (as defined in the Commission's rules for electric generation), other small generation facilities for the production of electricity, Energy Storage Systems, or combination of any of these elements, but shall not include the interconnection facilities not owned by the interconnection customer. “DER” includes an interconnection system or a supplemental distributed energy resource device that is necessary for compliance with IEEE Standard 1547-2018, until January 1, 2022 or such time new distributed energy resource devices applying for interconnection will comply with IEEE 1547-2018 (but not including any later amendments or editions of such standard). “DER” also includes any controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables, up to the Point of Common Coupling.

G) “Electric Tariffs” - Public Service's electric tariffs as in effect and on file with the Commission from time to time.

H) “Energy Storage System” - any commercially available, customer-sited system or utility-sited system, including batteries and batteries paired with on-site generation, that does not generate energy, that is capable of retaining, storing, and delivering electrical energy by chemical, thermal, mechanical, or other means.

I) “EPS” (Electric Power System) - facilities that deliver electric power to a load. Note: This may include generation units.

J) “Governmental Entity” - any federal, state or local government, board, department, agency, special district, instrumentality, or other similar entity entitled to rely on the rights, immunities or protections provided by the Colorado Governmental Immunity Act, §§ 2410101 to 120, C.R.S., 22018 Page 3 of 13 as the same may be amended from time to time.

K) “Generation” - any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, etc.; or any other electric producing device, including energy storage technologies.

L) “Host” – the person or entity that is a retail electric service customer of Public Service and that owns or leases the Premises.

M) “Local EPS” - an electric power system (EPS) contained entirely within a single premise or group of premises.

N) “Nameplate Capacity” - the total AC nameplate capacity rating of all the Generation and Energy Storage Systems included in the DER. For this definition, the “standby” and/or maximum rated kW capacity on the nameplate shall be used.

O) “Point of Common Coupling” - the point where the Local EPS is connected to Public Service, as shown on Exhibit A hereto.

P) “Point of Delivery” - the point where the energy changes possession from one party to the other. Typically, this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.

Q) “Premises” – means the premises on which the DER is located and interconnected, as set forth in Section I.A.

R) “Public Service Operator” - the distribution dispatch personnel or group that operates the Public Service Area EPS.

S) “Technical Requirements” - standards and requirements set forth in the document entitled “Safety, Interference and Interconnection Guidelines for Cogenerators, Small Power Producers, and Customer-Owned Generation” (August 6, 2020), as may be modified from time to time.

III. DESCRIPTION OF INTERCONNECTION DER OWNER/OPERATOR’S DER

A) A description of the DER, including a single-line diagram showing the general arrangement of how the DER Owner/Operator’s DER is interconnected with Public Service’s electric distribution system, is attached to and made part of this Agreement as Exhibit A. The single-line diagram, if applicable, shall show the following:

- 1) Point of Delivery
- 2) Point of Common Coupling
- 3) Location of Meter(s)
- 4) Ownership of the equipment
- 5) DER total Nameplate Capacity

6) Scheduled operational (on-line) date for the DER

IV. RESPONSIBILITIES OF THE PARTIES

A) The Parties shall perform all of their respective obligations under this Agreement in accordance with all applicable laws and regulations, operating requirements, and good utility practices.

B) DER Owner/Operator shall construct, operate, and maintain (or cause to be constructed, operated and maintained) the DER in accordance with the applicable manufacturer's recommended maintenance schedule, the Technical Requirements, and in accordance with this Agreement.

C) Public Service shall carry out the construction of the Dedicated Facilities in a good and workmanlike manner, in accordance with standard design and engineering practices. [In connection with the performance of any work on DER Owner/Operator's behalf under this Agreement, Public Service will not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Public Service shall insert the foregoing provision in all subcontracts for such work hereunder.]

D) If this Agreement is executed before Public Service has conducted its inspection and testing of the DER in accordance with the Technical Requirements, and such inspection and testing indicates that certain Dedicated Facilities (Exhibit B) or additional Operating Requirements (Exhibit D) are required, then the Parties shall promptly modify Exhibit B or Exhibit D accordingly.

E) Whether or not DER Owner/Operator is the Host, DER Owner/Operator represents as of the date hereof, and warrants and covenants throughout the term of this Agreement, that the Host is and shall be at all times a retail electric service customer of Public Service and the Premises are and shall be at all times owned or leased by the Host.

F) If DER Owner/Operator is not the Host, the following provisions apply. DER Owner/Operator represents as of the date hereof, and warrants and covenants throughout the term of this Agreement, that (i) it is and shall be at all times duly authorized by the Host to own and/or operate (as applicable) the DER at the Premises and to perform any and all obligations of DER Owner/Operator and acts permitted to be performed by DER Owner/Operator under this Agreement; (ii) the DER is and shall be at all times operated for the benefit of the Host; and (iii) it shall notify Public Service immediately if at any point during the term of this Agreement any of the foregoing is not true and correct in all respects. DER Owner/Operator shall obtain a Host Acknowledgement in substantially the form attached hereto as Exhibit E prior to the execution of this Agreement. If DER Owner/Operator fails to obtain a Host Acknowledgement prior to the execution of this Agreement, or if at any time during the term of this Agreement, such Host Acknowledgement is not true and correct in all respects or the foregoing warranties are not true and correct in all respects, Public Service may terminate this Agreement immediately upon notice to DER Owner/Operator. If at any point during the term of this Agreement, the Host transfers

ownership or assigns its lease of the Premises to a new Host, DER Owner/Operator shall cause the new Host to execute and deliver a Host Acknowledgement in substantially the form attached hereto as Exhibit E within 30 days of such transfer. If the new Host fails to timely execute and deliver such a Host Acknowledgement to Public Service, Public Service may terminate this Agreement immediately upon notice to DER Owner/Operator.

V. CONSTRUCTION

A) The Parties agree to cause their facilities or systems to be constructed in accordance with the laws of the State of Colorado and to meet or exceed applicable codes and standards provided by the NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter's Laboratory), Technical Requirements, applicable local building codes, and other applicable ordinances in effect at the time of the installation of the DER. Any obligations of DER Owner/Operator in respect of the construction standards and building requirements pursuant to this Agreement are not intended to and shall not waive any immunity or limitation of DER Owner/Operator's liability, shall not operate as a waiver of any defense DER Owner/Operator may have, and shall not under any circumstances act as an indemnification by DER Owner/Operator.

B) Charges and Payments

The DER Owner/Operator is responsible for the actual costs to interconnect the DER with the Public Service electric distribution system at the Point of Common Coupling, including, but not limited to any Dedicated Facilities attributable to the addition of the DER, Public Service labor for installation coordination, commissioning, installation testing and engineering review of the DER, and interconnection design that are consistent with the applicable rules of the Commission. Estimates of these costs to be incurred by Public Service are set forth in Exhibit B. The estimated costs set forth in Exhibit B have been developed for budgeting purposes and may be greater or less than the actual costs required to be reimbursed by the DER Owner/Operator hereunder. All costs for which the DER Owner/Operator is responsible shall be reasonable under the circumstances of the particular design and construction of the interconnection.

1) Dedicated Facilities

a) During the term of this Agreement, Public Service shall design, construct, and install the Dedicated Facilities outlined in Exhibit B.

b) Once installed, the Dedicated Facilities shall be owned and operated by Public Service and all costs associated with operating and maintaining the Dedicated Facilities shall be the responsibility of Public Service, unless otherwise agreed.

c) Upon execution of this Agreement, Public Service shall be authorized to begin construction and to procure the necessary facilities and equipment to complete the installation of the Dedicated Facilities, as described in Exhibit B. Notwithstanding any other

provision of this Agreement to the contrary, if for any reason, the DER project is canceled or modified, or this Agreement is terminated by the DER Owner/Operator or by reason of the DER Owner/Operator's failure to diligently pursue the interconnection, such that any or all of the Dedicated Facilities are not required, the DER Owner/Operator shall nevertheless reimburse Public Service for actual costs incurred by Public Service in pursuing the installation of the Dedicated Facilities, including, but not limited to, any additional costs to remove and/or to complete the installation of the Dedicated Facilities. The DER Owner/Operator may (and if the DER Owner/Operator is not the Host, the DER Owner/Operator and the Host may jointly), for any reason, cancel the DER project, so that any or all of the Dedicated Facilities are not required to be installed, by providing written notice (or joint written notice if the DER Owner/Operator is not the Host) to Public Service of cancellation. Upon receipt of a cancellation notice, Public Service shall take reasonable steps to minimize additional costs to the DER Owner/Operator, where reasonably possible. This provision shall survive the termination of this Agreement.

2) Payments. The DER Owner/Operator shall pay Public Service for the cost of the Dedicated Facilities as follows.

a) All of the estimated costs, as set forth in Exhibit B, shall be due prior to initial energization of the DER with Public Service.

b) The remainder of actual costs, incurred by Public Service, excluding the ongoing costs of telemetry, shall be due within thirty (30) days from the date the bill is mailed by Public Service after project completion. If the DER Owner/Operator does not make payment in full within that time, the unpaid balance shall bear interest at the rate of one and one half percent (1.5%) per month. In the event the actual costs are less than the estimated costs paid by DER Owner/Operator, Public Service shall refund the difference to the DER Owner/Operator within sixty (60) days of project completion.

VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT

A) This Agreement includes the following Exhibits, which are specifically incorporated herein and made part of this Agreement by this reference:

1) Exhibit A – Description of DER and single-line diagram. This diagram shows all major equipment, including, visual isolation equipment, Point of Common Coupling, Point of Delivery for DERs that intentionally export, ownership of equipment, and the location of metering.

2) Exhibit B – Estimated engineering, installation, equipment removal, commissioning and testing costs payable by the DER Owner/Operator. Included in this listing shall be the description and estimated costs for the required Dedicated Facilities being installed by Public Service for the interconnection of the DER and a description and estimate for the final acceptance testing work to be done by Public Service.

- 3) Exhibit C – Engineering Data Submittal A standard form application, and related charts, drawings and inventory lists that provide the engineering and operating information about the DER relied on by Public Service in establishing the interconnection.
- 4) Exhibit D – Operating Requirements. To be included when needed. The Operating Requirements detail special or additional operation information, limitations or requirements that are a condition of interconnection and/or continued ongoing operation.
- 5) Exhibit E – Form of Host Acknowledgement. To be used when the DER Owner/Operator is not the Host.

VII. TERMS AND TERMINATION

A) This Agreement shall become effective as of the date when both the DER Owner/Operator and Public Service have executed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- 1) The Parties agree in writing to terminate the Agreement;
- 2) The DER Owner/Operator may terminate this Agreement at any time, immediately upon written notice (or joint written notice by Customer and Host if DER Owner/Operator is not the Host) to Public Service, prior to witnessing the completion of the final acceptance testing of the DER by Public Service. Upon such termination, the DER Owner/Operator shall continue to be responsible for costs incurred by Public Service as provided for in Section V.B. above. Upon receipt of a termination notice, Public Service shall take reasonable steps to minimize additional costs to the DER Owner/Operator, where reasonably possible;
- 3) Once the DER is operational, the DER Owner/Operator may terminate this Agreement after thirty (30) days' joint-written notice by Customer and Host (if DER Owner/Operator is not the Host) to Public Service;
- 4) Public Service may terminate this Agreement after thirty (30) days written notice to the DER Owner/Operator if:
 - a) The DER Owner/Operator fails to interconnect and operate the DER in accordance with the terms of this Agreement;
 - b) The DER Owner/Operator fails to take all corrective actions specified in Public Service's written notice that the DER is out of compliance with the terms of this Agreement, within the time frame set forth in such notice; or
 - c) The DER Owner/Operator fails to complete Public Service's final acceptance testing of the DER within 24 months of the date proposed under section III.A.6.
- 5) This Agreement shall automatically terminate upon the removal of the DER or the permanent cessation of generation operations by DER Owner/Operator behind the Point of Common Coupling.

B) Upon termination of this Agreement, the DER shall be disconnected from Public Service's electric distribution system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

VIII. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or hereafter may own, unless otherwise specified.

A) Technical Standards: The DER shall be installed and operated by the DER Owner/Operator consistent with the requirements of this Agreement; the Technical Requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); applicable local building codes, and other applicable ordinances in effect during the installation and operation of the DER and related facilities.

B) Right of Access: At all times, Public Service's personnel shall have access to the disconnect switch of the DER for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate Public Service's system safely, and to provide service to its customers. As necessary for Public Service to operate, maintain, inspect, test, repair or replace its facilities for the purposes of this Agreement, the DER Owner/Operator shall allow Public Service access to Public Service's equipment and facilities located on the Premises. Public Service shall make commercially reasonable efforts to comply with any reasonable safety or security requirements of DER Owner/Operator with respect to the Premises provided to Public Service in advance in writing to the extent that such requirements do not interfere with the foregoing purposes.

C) Electric Service: This Agreement does not govern the provision of electric service by Public Service to supply the electrical requirements of the Local EPS. Any such electric service to be supplied to the DER Owner/Operator's Local EPS by Public Service shall be exclusively in accordance with the franchise agreement (if any) and Electric Tariffs and rate schedules applicable to the DER Owner/Operator's class of service thereunder, as in effect from time to time.

D) Operation and Maintenance: The DER shall be operated by the DER Owner/Operator in accordance with the Technical Standards and any additional requirements that may be agreed to in writing from time to time.

E) Cooperation and Coordination: Both Public Service and the DER Owner/Operator shall communicate and coordinate their operations, so that the normal operation of Public Service's system does not unduly effect or interfere with the normal operation of the DER and the DER does not unduly effect or interfere with the normal operation of Public Service's system. Under abnormal operations of either the DER or the Public Service system, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.

F) Disconnection of Unit: Public Service may disconnect the DER as reasonably necessary in the event of termination of this Agreement, non-compliance by the DER Owner/Operator with the terms of this Agreement, system emergency, imminent danger to the public or Public Service personnel, and routine maintenance, repairs, and modifications to the Public Service system. When reasonably possible, Public Service shall provide prior notice to the DER Owner/Operator explaining the reason for the disconnection. If prior notice is not reasonably possible, Public Service shall, after the fact, provide information to the DER Owner/Operator as to why the disconnection was required. Public Service shall have no liability for any loss of sales or other damages, including any consequential damages for the loss of business opportunity, profits, or other losses, regardless of whether such damages were foreseeable, for the disconnection of the DER in accordance with this Agreement. Public Service shall use reasonable efforts to reconnect the DER in a timely manner and to work towards mitigating damages and losses to the DER Owner/Operator where reasonably possible.

G) Modifications to the DER – The DER Owner/Operator shall notify the Public Service Operator, in writing, of plans for any modifications to the DER interconnection equipment, including all information needed by Public Service, as part of the review described in this paragraph, at least twenty (20) business days prior to undertaking such modification(s). Modifications to any of the interconnection equipment, including all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT's & CT's, and DER capacity, shall be included in the notification to Public Service. The DER Owner/Operator agrees not to commence installation of any modifications to the DER until Public Service has approved the modification, in writing, which approval shall not be unreasonably withheld. Public Service shall have a minimum of five (5) business days to review and respond to the planned modification. Public Service shall not take longer than a maximum of ten (10) business days to review and respond to the modification after the receipt of the information required to review the modifications. A major upgrade or expansion of the DER does not qualify for this provision. Such changes shall be reviewed through a formal interconnection application.

H) *Any modification to the DER that causes the system to operate contrary to the provisions of Public Service's tariffs and/or this Agreement shall be considered a material breach of this Agreement. For purposes of this Section modifications include but are not limited to: operating at a power factor other than specified; introduction in any manner of non-eligible energy resources to a net metered installation; connecting additional distributed energy resources without notification to Public Service; or, other operating modes disallowed under the tariffs pursuant to which operation has been authorized. In such event, Public Service shall notify the DER Owner/Operator of the system's non-compliance with Public Service's tariffs or this Agreement and the DER Owner/Operator shall have twenty (20) days from the date of such notice to either remedy the non-compliant operation or cease operation. If the DER Owner/Operator fails to either remedy the non-compliant operation or cease operation within twenty (20) days of the date of the notice, Public Service may terminate this Agreement after ten (10) days written notice to the DER Owner/Operator.*

I) Permits and Approvals: The DER Owner/Operator shall obtain all applicable environmental and other applicable permits from governmental authorities as required by law prior to the construction

of the DER. The DER Owner/Operator shall maintain all such applicable permits, as necessary, and comply with these permits during the term of this Agreement.

IX. LIMITATION OF LIABILITY

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's (including, but not limited to, such Party's officers, employees, and agents) acts, omissions, or performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of any other Party.

Notwithstanding the foregoing, if (and only if) DER Owner/Operator is a Governmental Entity, then solely as between Public Service and Customer, the foregoing provisions of this Section IX.A. shall be substituted in their entirety with the following. Nothing in this Section or any other provision of this Agreement or any addendum or amendment hereto shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the DER Owner/Operator may have under the Colorado Governmental Immunity Act (§2410101, C.R.S., et seq.) or to any other defenses, immunities, or limitations of liability available to the DER Owner/Operator by law.

B) To the extent permitted by law, any liability of either Party to the other for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred.

In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C) Notwithstanding any other provision in this Agreement, with respect to Public Service's provision of electric service to any customer including the DER Owner/Operator, Public Service's liability to such customer shall be limited as set forth in Public Service's tariffs and terms and conditions for electric service and shall not be modified or in any manner affected by the terms of this Agreement.

X. DISPUTE RESOLUTION

A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably, and in a good faith manner.

B) In the event a dispute arises under this Agreement, and if the Parties cannot resolve it within five (5) days after written notice of the dispute to the other Party, the Parties may mutually agree to submit the dispute to mediation by a mutually acceptable mediator or dispute resolution service, in a mutually convenient location in the State of Colorado. Each Party will be responsible for one-half of the cost paid to neutral third-parties.

C) The Parties agree to participate in good faith in the agreed upon mediation or resolution process. If the Parties are not successful in resolving their dispute through mediation or the dispute resolution process, then the Parties may refer the dispute for resolution to the Commission or to a court of law in the State of Colorado, which shall maintain continuing jurisdiction over this Agreement.

XI. INSURANCE

A) At a minimum, in connection with the DER Owner/Operator's performance of its duties and obligations under this Agreement, the DER Owner/Operator shall maintain, during the term of the Agreement, general liability insurance, written by an insurer with an A.M. Best rating of at least A-VII or a Standard & Poor's rating of at least A, with a combined single limit of not less than:

1) For a non-inverter-based DER:

- a) Three million dollars (\$3,000,000) or greater for each occurrence if the Gross AC Nameplate Rating of the DER is greater than 5 MW.
- b) Two million dollars (\$2,000,000) or greater for each occurrence if the Gross AC Nameplate Rating of the DER is greater than 2 MW up to and including 5 MW.
- c) One million dollars (\$1,000,000) for each occurrence if the Gross AC Nameplate Rating of the DER is greater than 500 kW up to and including 2 MW.
- d) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross AC Nameplate Rating of the DER is greater than 50 kW up to and including 500 kW.
- e) No additional insurance is required for each occurrence if the Gross AC Nameplate Rating of the DER is 50 kW or less.

2) For an inverter-based DER:

- a) Two million dollars (\$2,000,000) or greater for each occurrence if the Gross AC Nameplate Rating of the DER is greater than 5 MW.
- b) One million dollars (\$1,000,000) or greater for each occurrence if the Gross AC Nameplate Rating of the DER is greater than 1 MW up to and including 5 MW.
- c) No additional insurance is required for each occurrence if the Gross AC Nameplate Rating of the DER is 1 MW or less.

3) General liability insurance required under this Section XI.A shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the DER Owner/Operator's ownership and/or operating of the DER under this Agreement. DER Owner/Operator shall not be required to maintain insurance to cover damages other than Public Service damages.

B) The general liability insurance required by Section XI.A shall, by endorsement to the policy or policies: (a) include Public Service as an additional insured; (b) provide that Public Service shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance; and (c) provide for thirty (30) calendar days' written notice to Public Service prior to cancellation, termination, alteration, or material change of such insurance.

C) Evidence of the insurance required in Section XI.A shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Public Service.

D) If the DER Owner/Operator is a Governmental Entity and self-insures against liability in amounts above those required in Section XI.A for a DER up to 2 MW or to the replacement value of the DER for a DER above 2 MW, DER Owner/Operator shall not be required to purchase additional insurance or to add Public Service as an additional insured to any policy, nor shall DER Owner/Operator be obligated to indemnify Public Service, though the DER Owner/Operator shall be liable for any of its negligent or intentional acts or omissions, or its employees, contractors, subcontractors, or agents. If DER Owner/Operator self-insures under this Section XI.D, it must comply with the following in lieu of Section XI.A – C:

1) DER Owner/Operator shall provide to Public Service, at least thirty (30) days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under section XI.A.

2) If DER Owner/Operator ceases to self-insure to the level required hereunder, or if the DER Owner/Operator is unable to provide continuing evidence of its ability to self-insure, the DER Owner/Operator agrees to immediately obtain the coverage required under Section XI.A.

E) The DER Owner/Operator shall provide Public Service a certificate of insurance evidencing the requisite coverage and provisions prior to the interconnection of the DER. After interconnection, Public Service may periodically request proof of current insurance coverage in order to verify compliance with the requirements of this Section XI. Upon receipt of any such request, the DER Owner/Operator shall provide a certificate of insurance evidencing the requisite coverage and provisions. Failure of the DER Owner/Operator to provide timely evidence of proper insurance may result in disconnection of the DER pursuant to Section VIII.F.

F) Failure of the DER Owner/Operator or Public Service to enforce the minimum levels of insurance does not relieve the DER Owner/Operator from maintaining such levels of insurance or relieve the DER Owner/Operator of any liability.

G) All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Public Service, Manager Area Engineering, 1123 W. 3rd Avenue, Denver, CO 80223

XII. MISCELLANEOUS

A) FORCE MAJEURE

1) An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause, in each case, to the extent beyond a Party's reasonable control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.

2) Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

B) NOTICES

1) Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

a) If to Public Service:

Public Service, Manager Area Engineering, 1123 W. 3rd Avenue, Denver, CO 80223

b) If to DER Owner/Operator:

2719 7th Avenue, Garden City Colorado, 80631

2) A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.

3) The Parties may also designate operating representatives to conduct the daily communications that may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's notice to the other Party.

C) ASSIGNMENT

All of the terms, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties hereto and their respective successors, but neither this Agreement nor the rights and obligations of the DER Owner/Operator may be assigned except as provided for in this Section XII.C. In the event the DER Owner/Operator sells, conveys or otherwise transfers ownership or operational control of the DER to another entity ("New DER Owner/Operator"), this Agreement may be transferred to such

New DER Owner/Operator upon receipt by Public Service of a written document, in a form satisfactory to Public Service, indicating the New DER Owner/Operator's agreement to comply with all of the terms of this Agreement (and if the DER Owner/Operator is not the Host, such assignment may be effected only with the consent of Host, but may be effected without any consent of the transferor DER Owner/Operator). The DER Owner/Operator shall not otherwise assign its rights nor delegate its duties under this Agreement without Public Service's written consent, which shall not be unreasonably withheld. Any assignment or delegation the DER Owner/Operator makes without Public Service's written consent shall not be valid.

D) NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

E) GOVERNING LAW AND INCLUSION OF PUBLIC SERVICE'S TARIFFS AND RULE

- 1) This Agreement shall be interpreted, governed, and construed under the laws of the State of Colorado as if executed and to be performed wholly within the State of Colorado without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 2) The provisions of this Agreement shall at all times be subject to the applicable terms and conditions set forth in the Electric Tariffs pertaining to the electric service provided by Public Service, which are hereby incorporated into this Agreement by this reference.
- 3) Notwithstanding any other provisions of this Agreement, Public Service shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff, or rule or any agreement relating thereto.

F) AMENDMENT AND MODIFICATION

This Agreement will not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

G) ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the DER of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement, or other statement not set forth in this Agreement or in the incorporated attachments,

exhibits, and appendices. If DER Owner/Operator is a Governmental Entity and Public Service has entered into a franchise agreement or similar agreement with DER Owner/Operator, then, in the event of any conflict between this Agreement and such franchise agreement, such franchise agreement shall control; provided, that this Agreement shall control with respect to any technical or operational provisions specific to the DER and its interconnection to Public Service's electric distribution grid.

This Agreement may be executed in two or more counterparts, each of which is deemed original, but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

H) CONFIDENTIAL INFORMATION

- 1) Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." All design, operating specifications, and metering data provided by the Interconnection DER Owner/Operator shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.
- 2) Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce an agreement between the Parties. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under agreements between the Parties, or to fulfill legal or regulatory requirements.
 - a) Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
 - b) Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 3) Notwithstanding anything in this article to the contrary, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of the Confidential Information to the Commission. The Party shall notify the other Party when it is

notified by the Commission that a request to release Confidential Information has been received by the Commission, at which time either of the Parties may respond before such information would be made public.

I) NO WARRANTIES

By undertaking the performance of any of its responsibilities under the terms of this Agreement, including, without limitation, any inspection, acceptance or non-rejection, Public Service does not give and hereby disclaims any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the DER Owner/Operator or leased by the DER Owner/Operator from third parties, including without limitation the DER and any structures, equipment, wires, appliances, or devices appurtenant thereto.

J) NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

K) ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

Public Service consents to the use of electronic signatures by DER Owner/Operator. The Agreement and any other documents requiring signature hereunder may be signed electronically by DER Owner/Operator in the manner specified by DER Owner/Operator. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

L) APPROPRIATIONS

This Section XII.L. applies only if DER Owner/Operator is a Governmental Entity. The Parties acknowledge that the DER Owner/Operator is subject to Article X, § 20 of the Colorado Constitution. If the DER Owner/Operator fails to appropriate funds for any given fiscal year sufficient to perform its obligations under this Agreement, (a) the DER Owner/Operator will be in material breach of this Agreement and (b) either DER Owner/Operator or Public Service may terminate this Agreement upon ten (10) days prior written notice to all other Parties. No finding that this Agreement violates Article X, § 20(4)(b) of the Colorado Constitution will void, make voidable, or nullify this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused three originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

DER Owner/Operator:

By: _____ [[SertifiSSStamp_1_1]] _____

Name: TOWN OF GARDEN CITY

Title: _____

Date: ____ [[SertifiDate_1_1]] ____

Public Service Company of Colorado

By: _____ [[SertifiSSStamp_2]] _____

Name: Xcel Energy Authorized Representative

Title: _____

Date: ____ [[SertifiDate_2]] ____

EXHIBIT A
DER DESCRIPTION
AND SINGLE-LINE DIAGRAM

(1) One Line Diagram

**** Submitted with online Solar application**

For all other applications, attach the submitted one-line diagram to this Exhibit.

EXHIBIT B

SUMMARY OF PUBLIC SERVICE COSTS AND DESCRIPTION OF DEDICATED FACILITIES BEING INSTALLED BY PUBLIC SERVICE

FOR THE INTERCONNECTION OF THE DER

Except as otherwise may be provided in separate agreements, there are no interconnection costs associated with the installation of a solar photovoltaic system with a nameplate capacity of 500 kW and less.

EXHIBIT C
ENGINEERING DATA SUBMITTAL
FOR THE INTERCONNECTION OF
THE OWNER/OPERATOR'S DER

(1) Small Generator Interconnection Application

** Submitted with online Solar application (only applicable for systems over 25 kW)

For all other applications, the completed application form shall be attached to this Exhibit.

EXHIBIT D

OPERATING REQUIREMENTS

This Exhibit may be deleted if specific operation requirements have not been identified and included on this Exhibit.

The following operating procedures, facility configuration, or conditions of operation are to be complied with as a requirement of interconnection and continued operation:

The Generation Facility shall meet PSCo's Smart Inverter Requirements described in Section 6 in the latest revision of the PSCo Technical Specifications Manual (TSM).

Applicants are responsible for ensuring that their proposed interconnection resources meet PSCo's Smart Inverter Requirements.

The system owner is responsible to operate and maintain all equipment per manufacturer specifications and guidelines.

Start-Up, Shut-Down, and Ramp Rates (Applicable for systems above 100kW with more than 1 inverter):

- In order to mitigate voltage variations, where the DER consists of more than one unit (e.g., inverters in a solar Photovoltaics "PV" context), with aggregate rating of 100kW AC or above; DER Owner/Operator shall stagger the planned start-up and shutdown of the units in 50%+/- increments if only two inverters, 33% +/- increments if three inverters and 25% +/- increments if four or more inverters, with a minimum delay of 30 seconds between the starting and controlled stopping of each unit. A controlled planned shutdown may be a condition of interconnection. The sequence of operation, including estimated timeframes for actions, must be submitted to and approved by Public Service in advance.
- In order to mitigate voltage variations and surges, Public Service reserves the right, based upon an engineering study, to have DER Owner/Operator modify Start-up, Shut Down, and Ramp Rate requirements, within the equipment's capability. DER Owner/Operator shall comply with the request for modification in a timely fashion in accordance with good utility practices.
- Specific to DER Owner/Operator's Installation:

Applicable If Energy Storage Systems Are Involved:

Three Energy Storage Guidance Documents ("Guidance Documents") address battery configurations and requirements related to the terms of Colorado Public Utilities Commission Proceeding No. 16AL-0048E.

Energy storage interconnections are allowed as addressed in these Guidance Documents. The interconnection principles illustrated also apply to large interconnections, as permitted in the filed tariffs.

In the event of a conflict between these Operating Requirements and Guidance Documents, the Guidance Documents shall rule. Energy storage system interconnections not included in this PUC Proceeding must be documented and be in accordance with an engineering study and applicable tariffs.

Nothing under the Guidance Documents shall be construed to limit the export of actual onsite renewable self-generation that is net metered in compliance with the approved tariffs.

Exclusions

Certain tariff and generation interconnection types are outside the provisions of PUC Proceeding No. 16AL-0048E and are not covered in the Guidance Documents. Each Guidance Document lists the relevant interconnection types excluded. Energy storage system interconnections not included in this proceeding must be documented and be in accordance with the Engineering Study and applicable tariffs.

Additional Definitions

“Configuration” - the physical electrical design of the Distributed Energy Resource (“DER”). The Guidance Documents provide diagrams showing representative typical connection designs for a small PV as examples. The Configuration is a combination of the illustrated connection and the diagram notes concerning the equivalent connections inside of a software-governed inverter.

“Distributed Energy Resource (DER)” - the DER Owner/Operator's source of electric power connected to Public Service's electric distribution system pursuant to this Agreement, including retail renewable distributed generation (as defined in the Commission's rules for electric generation), other small generation facilities for the production of electricity, Energy Storage Systems, or combination of any of these elements, but shall not include the interconnection facilities not owned by the interconnection customer. “DER” includes an interconnection system or a supplemental distributed energy resource device that is necessary for compliance with IEEE Standard 1547-2018, until January 1, 2022 or such time new distributed energy resource devices applying for interconnection will comply with IEEE 1547-2018 (but not including any later amendments or editions of such standard). “DER” also includes any controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables, up to the Point of Common Coupling.

“Energy Storage Guidance Documents” or “Guidance Documents” - Guidance documents for the interconnection of electric storage based on agreed to terms from Proceeding No. 16AL-0048E and as published on Public Service's website.

“Inadvertent Export” - the unscheduled and uncompensated export of real power generated from a customer's parallel operation and delivered to Public Service. The use of an internal transfer relay, energy management system, or other customer facility hardware or software system(s) intended to prevent the reverse power flow, or net export, from the customer's energy source across the point of interconnection shall be required. The magnitude of energy export shall be less than the aggregate nameplate rating (kW-gross) of all sources ineligible to export power (“Non-Export”) multiplied by one hour per month, and the duration of export of power from the customer's parallel operation shall be less than 30 seconds for any single event.

“Interconnected DER Capacity” - the aggregate nameplate ratings of the DER that can be simultaneously supplied to the grid, such as storage and self-generation. If the contribution of the energy storage to the total contribution is limited by programming or by some other onsite limiting element, the reduced ongoing capacity will be used.

“Material Change” - any modification to the system that causes the system to operate contrary to the approved operating configuration shall be considered a material change and shall be considered a material breach of this Agreement.

“Non-Export” - a restriction whereby no Parallel Operation of Self-Generation or Energy Storage energy may export from the utility service meter to the utility is allowed and for which no payment will be given.

Non-Export also applies to specific sources not allowed to export, such as batteries. Export of non-renewable sourced energy is not allowed. Non-Export restrictions are subject to the “Inadvertent Export” definition.

“Operating Mode” - a combination of the functionality in the physical Configuration and the functionality in the software programming some of which is not shown in the Configuration diagram. Operating Mode is the combined function designed to achieve an Operating Objective that may vary with a change of settings. Operating Modes are established as a function, not by a diagram designation. Operating Modes include, but are not limited to, battery non-export, maximize self-consumption, maximize export, perform time shifting, and perform peak shaving. A change of Operating Mode may constitute a change of Operating Objective.

“Operating Objective” - the functional purpose of the DER operation achieved by the combination of the approved Configuration and Operating Mode. Any alterations to an Operating Mode may result in unacceptable changes to the Operating Objective as originally approved. Such changes may render the facility ineligible for use without additional mitigations.

“Parallel Operation of Energy Storage” - a source operated in parallel with the grid when it can supply energy to the customer simultaneously with Public Service’s supply of energy.

“Self-Generation” - a customer supplying all or part of their entire load from onsite generation with no intent of exporting that self-generated power or receiving payment for export.

Energy Storage Requirements and Additional Information

1. The energy storage design follows Guidance Document and Configuration and follows all provisions of associated requirements.
2. Per the Guidance Documents, interconnection study, and interconnection tariff, the Operating Modes allowed for the energy storage shall be limited to applicable Operating Modes allowed under the Energy Storage Guidance and Tariff.
3. Any change in Configuration or Operating Mode from the Configuration or Operating Mode specified in the application that impacts the ability of the energy storage system

to adhere to the applicable and approved Configuration and Guidance Document requirements may be considered a material change and may require partial or full review of the facility, which may require additional system mitigations.

4. Excluded modes are any Operating Modes not included and approved as part of the interconnection review. Configurations and Operating Modes Excluded:
5. Inverter software programming or other programming required to meet the energy storage guidance requirements shall be inaccessible and/or password protected with access restricted to manufacturer/developer/installer. This may include locks or other physical security or other means of securing the settings; or as mutually agreed upon on a case-by-case basis and identified in this Energy Storage System section of Exhibit D.
6. Any energy storage system that cannot be secured in a single Operating Mode must be reviewed for compliance with the guidelines for all Configurations or Operating Modes that are user selectable. The application must have all unapproved Operating Modes documented under Excluded Modes in paragraph 4 above and the applicable Guidance Document. Any use of excluded or unapproved Configurations or Operating Modes may be grounds for disconnection and termination of the Agreement subject to cure provision in IA Section VIII.H to which this Exhibit is attached.
7. DER Owner/Operator accepts that for energy storage systems interconnected per Guidance Document No. 3, Configurations will result in some loss of Production Meter recorded Renewable Energy Credits "RECs" and corresponding payments for installations eligible for REC payments. This is due to battery energy storage systems' consuming some power for maintaining a charge along with the discharge-charge cycle resulting in turn-around losses.
8. For energy storage systems interconnected per Guidance Document No. 3, Configuration 3A, with a protected load panel, a meter socket shall be installed between the hybrid inverter and protected load panel for the installation of a uni-directional Load meter by utility.
9. Telemetry requirements are determined based on the Interconnected DER Capacity with requirement thresholds outlined in the Technical Requirements. Telemetry required: [Y_ N_]
10. Public Service reserves the right to conduct a facility inspection to verify compliance at a later date if problems arise or indications of possible non-compliance are present.
11. Specific to DER Owner/Operator's Installation:

Applicable for Systems that Require Ground Referencing Transformer Provisions:

The ground referencing transformer shall be operated and maintained such that:

- The grounding referencing transformer must be in service whenever the inverters or other sources are on-line and capable of producing power while connected to the utility.
- At any time the grounding transformer is unavailable, the inverters or other sources must not be allowed to start or restart a connection to the utility.
- Specific to DER Owner/Operator's Installation:

Applicable to Systems Over 100 kW AC when Disconnection Due to System Constraints or Safety may be Required:

Disconnection or curtailment requirements of the generating system when required pursuant to Section VIII.F) of the Distributed Energy Resource Interconnection Agreement to which this Exhibit is attached:

Public Service may disconnect the DER as reasonably necessary in the event of imminent danger to the public or Public Service personnel, and routine maintenance, repairs, and modifications to the Public Service system. See Section VIII.F) for notification by Public Service provisions.

The DER Owner/Operator shall ensure that at all times Public Service has access to a manually operated three-phase lockable disconnect switch.

DER Owner/Operator agrees and consents to Public Service's remote tripping or manual disconnection, as reasonably necessary under good utility practice, of the utility owned disconnecting device or other agreed to facility device for the DER including, but not limited to, in the following circumstances, when system conditions exceed parameters defined in any IEEE, NESC, ANSI standards, prudent safety practices, system capacity limits, or utility system contractual limits:

- Electric Distribution or Transmission System emergency
- Public emergency
- Abnormal system operation
- Planned switching
- Transmission system constraints

The above may have situations where a partial reduction in Facility output may adequately alleviate the problem. If partial curtailment is an option for one or more of the above conditions, the applicant will need to demonstrate how this can be accomplished. DER Owner/Operator's failure to promptly respond to and execute on Public Service's request to curtail the output of the DER, it will be disconnected either manually or remotely by Public Service. If Public Service remotely trips the disconnecting device for the DER, Public Service will close the device remotely, if so equipped, after attempting to notify DER Owner/Operator. Public Service will close their device remotely once the reason for the remote tripping has passed and it is safe and consistent with good utility practice to do so. If the disconnection was done manually, Public Service will close the device in a timely manner.

The DER is subject to curtailment or disconnection for the following defined limitation in addition to the above conditions: (N/A if none)

Describe: _____

Remotely operated separation device, if other than utility owned, agreed to by the DER Owner/Operator:
(N/A if none)

Describe: _____

Control Center Contacts:

Each Party shall contact each other's control center contact for all operational issues related to the DER, pursuant to Section XII.B. In order to permit Public Service and DER Owner/Operator to take immediate action, the Owner/Operator and Public Service shall at all times provide to each other the contact information of each other's control center contact, which shall be available twenty-four (24) hours a day, seven (7) days a week and be able to take action with respect to the operation of the DER, respectively.

Each Party shall keep the other informed of their control center contact information. Notice of changes to the control center contact information shall be provided when such changes occur.

Installer:

By: _____ [[SertifiSSStamp_1_2]] _____

Name: ALFONSO CERNA SANCHEZ

Title: _____

Date: ____ [[SertifiDate_1_2]] ____

EXHIBIT E
FORM OF HOST ACKNOWLEDGEMENT

[To be inserted]

**RESOLUTION OF THE
TOWN OF GARDEN CITY BOARD OF TRUSTEES**

RESOLUTION 12-2026

**A RESOLUTION APPOINTING LINDA BLACKSTON
AS TOWN ADMINISTRATOR AND TOWN CLERK
PURSUANT TO C.R.S. §31-4-304**

WHEREAS, Section 2-3-10 of the Municipal Code authorizes and directs the Board of Trustees of the Town of Garden City (the “Town”) to appoint Town Officers by a majority vote of all members of the Board, including a Town Administrator at the discretion of the Board of Trustees; and

WHEREAS, Section 2-3-40 of the Municipal Code establishes that the Town Administrator shall be responsible for the day-to-day business operations of the Town; and

WHEREAS, C.R.S. §31-4-304 requires the Board of Trustees to appoint a Town Clerk, and this position requires day to day supervision and management best undertaken by the Town Administrator since the Board of Trustees does not have continuous interaction with Town employees; and

WHEREAS, modern employment practices and risk management dictate that the Board of Trustees not personally participate with the supervision and management of employees since a majority of the Board of Trustees is required to take action with proper notice and individual Board of Trustee direction of employees lacks authority, creates confusion, and disrupts the organization’s hierarchy; and

WHEREAS, the Board of Trustees finds it in the Town’s best interests to make the Town Administrator responsible for the Town Clerk position and delegate the duties of the Town Clerk position to employees that can be assigned such titles, including deputy clerks.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GARDEN CITY, COLORADO AS FOLLOWS:**

Section 1. That Linda Blackston is hereby appointed as Town Administrator for the Town of Garden City, and Town Clerk pursuant to C.R.S. §31-4-304.

Section 2. Town Administrator, Linda Blackston, is appointed Town Clerk pursuant to C.R.S. §31-4-304 and accountable to the Board of Trustees for the duties of Town Clerk; however, such duties shall be delegated to employees by the Town Administrator and such employees may be assigned and utilize such titles on behalf of the Town, including Deputy Town Clerk, all under the supervision and management of the Town Administrator.

Section 3. This resolution shall become effective immediately upon adoption.

RESOLVED AND APPROVED this 3rd^h day of August, 2026.

TOWN OF GARDEN CITY

By: _____
Fil Archuleta, Mayor

ATTEST:

By: _____
Cheryl Campbell, Deputy Town Clerk

2026 Legislative Updates

SB26-157

Determination of Town Abandonment

<https://leg.colorado.gov/bills/SB26-157>

The act removes the five-year waiting period for abandonment for towns that lack a governing body and town clerk, have no capacity to have an election, and own or operate critical water or wastewater infrastructure. A county, landowner, or registered elector can apply to the secretary of state for a determination of abandonment. The act removes liability for preexisting conditions of the infrastructure and permits the CDPHE and DPS to intervene to expend funds to maintain and operate a failing water system when abandonment proceedings have begun. **Effective: May 26, 2026**

SB26-189

Automated Decision-Making Technology

<https://leg.colorado.gov/bills/SB26-189>

The act replaces Colorado's original artificial intelligence statute (enacted by SB24-205). The act requires developers to provide deployers with information regarding the intended uses, known limits, and known harms of "automated decision-making technology" (ADMT), the type of data on which the ADMT was trained, instructions for appropriate use, monitoring, and meaningful human review, and information for the deployer to comply with statutory requirements. **Effective May 14, 2026.**

SB26-114

Spirituos Liquor Manufacturer Sales Rooms & Other Alcohol

<https://leg.colorado.gov/bills/SB26-114>

The act allows a manufacturer of spirituous liquors to apply for a local permit and, if approved, a state permit, to serve and sell alcohol acquired from wholesalers at the manufacturer's licensed premises and each permitted sales room. The act authorizes local licensing authorities to conduct a full investigation and consider the factors typically considered for issuance of a local liquor license; local licensing authorities can also charge fees as authorized in the act. If a manufacturer obtains the local and state permit, it must serve sandwiches and light snacks, and the sale of alcohol acquired from wholesalers cannot account for more than 50% of the gross annual revenue from alcohol sales. Local permits are valid for one year and are subject to revocation or suspension like any other local liquor license. **Effective: Aug. 12, 2026.**

HB26-1115

Prepaid Wireless Telecom Service Modifications

<https://leg.colorado.gov/bills/HB26-1115>

The act corrects a DORA rule that would have cut a combined \$21,000,000 from 911 and 988 behavioral crisis hotline services. The act opens communication channels between the three enterprise funds governing these services, which include the 911 services enterprise, 988 behavioral crisis enterprise, and the telephone disability access enterprise to prevent underpayment, ensuring full collection of service charges. The act also modifies the definition of "prepaid wireless" service to include all forms of payment for telephone services that is paid in advance, sold in predetermined units of time or money that decline with use or provides unlimited use of the service for a fixed time, and allows a user to make 911 calls. **Effective: March 27, 2026.**

SB26-109

Building Code Accessibility

<https://leg.colorado.gov/bills/SB26-109>

The act modifies standards for accessible housing constructed using either public or private funds. Updated definitions include the repeal of "ground story level" and the addition of "accessible story" "dwelling unit," and

updated building code references. The act updates requirements for implementation plans for private developments. **Effective: May 5, 2026.**

HB26-1101

Criminal Offenses Related to Critical Infrastructure Metals

<https://leg.colorado.gov/bills/HB26-1101>

The act defines critical infrastructure material and regulates the sale and possession of such material in the same manner as commodity metals. Owners of junk stores and salvage yards must comply with specific requirements when conducting transactions involving critical infrastructure material, including making their book or register available to law enforcement upon request. The act prohibits a buyer from possessing critical infrastructure material without the requisite affidavit; a violation is a class 2 misdemeanor if the amount is less than \$1,000, a class 1 misdemeanor if between \$1,000 and \$2,000, and a class 6 felony if above \$2,000. If a buyer unknowingly takes possession of critical infrastructure material, they must notify law enforcement or a municipal code enforcement agency; failure to report such stolen materials ranges from a class 2 misdemeanor to a class 6 felony depending on the value of the materials. The act also modifies criminal classifications for theft of commodity metals so that theft of any metals of \$2,000 or more constitutes a class 6 felony. **Effective: July 1, 2026.**

HB26-1144

Prohibit Three-Dimensional Printing Firearms & Components

<https://leg.colorado.gov/bills/HB26-1144>

The act defines three-dimensional (3D) printing and prohibits a person from knowingly manufacturing or producing a firearm or firearm component using a 3D printer or similar device. A violation is a class 1 misdemeanor; a second or subsequent violation is a class 5 felony. The act sets forth exclusions for federally licensed firearm manufacturers and institutions, instructors, and students of an accredited gunsmithing program. **Effective: July 1, 2026.**

HB26-1342

Negligently Luring Bears

<https://leg.colorado.gov/bills/HB26-1342>

The act lowers the mental state for unlawfully luring wild bears to food from intentional to knowing. The act removes the requirement to issue a warning for a first violation and raises the fine for a third or subsequent violation from \$2,000 to \$5,000. **Effective: Aug. 12, 2026.**

HB26-1422

Security Measures for Certain Government Entities

<https://leg.colorado.gov/bills/HB26-1422>

Among other things, the act makes doxxing of an elected official (including a local elected or appointed official) or their immediate family a class 1 misdemeanor if it poses an imminent and serious threat to their safety and the person knew or reasonably should know of the risk. The act allows the official to request that a state or local government redact their personal information from records made available on the internet. **Effective: June 2, 2026.**

SB26-013

Exclude Cohabitation from Elements of Bigamy

<https://leg.colorado.gov/bills/SB26-013>

The act eliminates cohabitation as an element of the criminal offense of bigamy. **Effective: Aug. 12, 2026.**

SB26-015

Commercial Sexual Activity with a Child Offenses

<https://leg.colorado.gov/bills/SB26-015>

The act changes child prostitution terminology to commercial sexual activity terminology for enumerated crimes and makes other changes to the elements of those crimes. The act also makes internet luring of a child a class 3 felony

when the offense is committed with the intent to meet for the purpose of engaging in commercial sexual activity. Finally, the act establishes sentencing requirements for these types of crimes. **Effective: July 1, 2026.**

SB26-035

Increase of Traffic Violation Penalties

<https://leg.colorado.gov/bills/SB26-035>

The act increases penalties for illegally overtaking a vehicle on the left in a no-passing zone; for multiple speeding violations over 75 miles per hour or in excess of 20 miles per hour over the speed limit with a one-, two-, or five-year period; for drivers driving 100 miles per hour or faster; and for violating regulations regarding transporting hazardous materials by motor vehicle. If a driver has multiple speeding violations within a one-, two-, or five-year period, a peace officer must issue a summons and complaint rather than a penalty assessment. **Effective: Aug. 12, 2026.**

SB26-072

Increased Penalty for Vehicular Homicide & Assault

<https://leg.colorado.gov/bills/sb26-072>

The act adds driving a motor vehicle with criminal negligence and proximately causing the death of another person to criminally negligent homicide, which is a class 5 felony. **Effective: Aug. 12, 2026.**

HB26-1138

Retail Theft Prevention Program

<https://leg.colorado.gov/bills/HB26-1138>

The act creates a Retail Theft Prevention Advisory Board in the Division of Criminal Justice under DPS with the task of analyzing ways to combat felony-level retail theft and gift card fraud and to administer a grant program to fund those counter measures. Membership of the advisory board includes one representative from local government and two representatives from local law enforcement agencies. The act also extends the crime prevention through safer streets grant program through November 1, 2029, and allows awarded funds from the retail theft grant program to be used for the safer streets grant program. **Effective: Aug. 12, 2026.**

HB26-1405

Cash Fund Transfers to General Fund

<https://leg.colorado.gov/bills/HB26-1405>

The act reduced funding for various programs, including: DOLA's Peace Officers Mental Health Support Grant Program (a one-time reduction of \$400,000 for the 2026-27 state budget cycle); CBI's Identification Unit Fund (a one-time reduction of \$1,000,000 for the 2026-27 state budget cycle); DCJ's Multidisciplinary Crime Prevention and Crisis Intervention Grant Program (a one-time reduction of \$427,113 for the 2026-27 budget cycle); DCJ's Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program (a one-time reduction of \$111,191 for the 2026-27 state budget cycle); and DCJ's SMART Policing Grant Program (a one-time reduction of \$686,890).

Effective: June 4, 2026.

HB26-1410

2026-27 Long Appropriations Bill

<https://leg.colorado.gov/bills/HB26-1410>

The Colorado State Patrol's Colorado Auto Theft Prevention Authority (CATPA) received a permanent cut of \$7,225,616 for the 2026-27 state budget cycle, effectively eliminating the program. **Effective: May 8, 2026.**

HB26-1009

Colorado Mandatory Lethality Assessment Act

<https://leg.colorado.gov/bills/HB26-1009>

Beginning July 1, 2027, a peace officer must conduct a lethality assessment to include with the incident report when responding to a domestic violence incident unless it is impossible or impracticable to do so. If the assessment

indicates or a peace officer determines that the victim is high risk, the officer must immediately contact a community-based victim's advocate and give the victim the opportunity to speak with the advocate. The act directs the Attorney General's Office to develop training by June 1, 2027, for peace officers to learn how to administer this process; beginning July 1, 2027, law enforcement agencies must ensure each officer completes the mandatory training unless the officer was previously trained on lethality assessments. Law enforcement agencies must annually report certain data to the Attorney General's Office for inclusion in an annual report. The act disclaims liability for individuals acting in good faith in administering a lethality assessment. **Effective: June 3, 2026.**

HB26-1020

Colorimetric Field Drug Tests in Drug Possessions

<https://leg.colorado.gov/bills/HB26-1020>

The act provides that if a colorimetric field drug test is used and the person is suspected of solely a level 1 drug misdemeanor for possession or a municipal drug possession charge, a peace officer cannot arrest the person and, instead, must issue a summons and complaint. Additionally, when a colorimetric field drug test has been used, before accepting a plea from a person charged with a level 4 drug felony possession or lower, including a municipal drug possession offense, the court must issue a specific advisement about the known error rates for such tests and the right to enter a not guilty plea and to request drug testing from an accredited forensic laboratory. **Effective: March 26, 2026.**

HB26-1039

Adding Municipal Jails to County Jail Oversight Requirements

<https://leg.colorado.gov/bills/HB26-1039>

The act defines municipal jails and requires these facilities to meet county jail standards beginning July 1, 2027. In addition, municipal jails must adhere to stricter reporting and release requirements when a pregnant person is in custody in the jail and is in labor. The act also adds a non-voting municipal representative to the Jail Standards Advisory Committee. **Effective: Aug. 12, 2026.**

HB26-1052

Rights for Victims of Certain Crimes

<https://leg.colorado.gov/bills/HB26-1052>

The act creates new rights under the Victim Rights Act related to wrongful actions by a crime laboratory employee; use of an abbreviation, pseudonym, initials, or another preferred name during hearings; and the right to be heard at a restitution assessment hearing. The act also prohibits a defendant or alleged offender in the underlying case from being the lawful representative of a victim if the victim is a child or at-risk adult. **Effective: Aug. 12, 2026.**

HB26-1103

Report Child Sexual Assault & Courtroom Testimony

<https://leg.colorado.gov/bills/HB26-1103>

The act requires law enforcement agencies and peace officers to provide certain notifications after taking a report of an alleged unlawful sexual offense (C.R.S. § 18-3-411(1)) and conducting a "minimal facts interview" with the child. Notification must be provided to a child advocacy center in the judicial district where the crime occurred or, if reported in a different jurisdiction than where the offense occurred, the "appropriate jurisdiction" in the agency's or officer's discretion. The agency or peace officer must coordinate a forensic interview, if necessary and appropriate, in collaboration with the child advocacy center. **Effective: May 4, 2026.**

HB26-1123

Preventing Sexual Abuse in Jails

<https://leg.colorado.gov/bills/HB26-1123>

The act imposes requirements for strip searches of inmates detained in a local detention facility, which includes a county or municipal jail, but not a temporary holding facility. The act limits access to body-worn video recordings of

strip searches. Local detention facilities must have specified written policies in place, inform prisoners of their rights under the act and resources available to them, designate a Prison Rape Elimination Act of 2003 coordinator and make their contact information available to the public, and submit an annual report with specified data on strip searches. Finally, the act implements whistleblower protections for detention facility staff and requires revocation of POST certification from an officer found to have sexually abused an inmate. **Effective: May 27, 2026**

HB26-1185

Sunset Cold Case Task Force

<https://leg.colorado.gov/bills/HB26-1185>

The act extends the Cold Case Task Force through 2039 and permits the addition of members with knowledge and experience in emerging technologies. **Effective: Aug. 12, 2026.**

HB26-1237

Transportation Safety Modifications

<https://leg.colorado.gov/bills/HB26-1237>

The act modifies state parking laws to prohibit stopping, standing, or parking in bike lanes. The act also clarifies authorization to move attended or unattended vehicles, cargo, or debris when it impedes traffic or highway operations. The act limits the use of four-wheel drive or all-wheel drive vehicles when travel is restricted for ice or snow-packed conditions. The act also changes statutory references to “accident” to “crash” or “incident.” **Effective: Aug. 12, 2026.**

HB26-1265

Law Enforcement National Electronic Tracing System & Share Program

<https://leg.colorado.gov/bills/HB26-1265>

The act requires every local law enforcement agency to register for the United States bureau of alcohol, tobacco, firearms, and explosives national electronic tracing system by Sept. 1, 2026, and to transmit information about each firearm it recovers or confiscates to the system within 90 days, subject to certain exceptions. **Effective: Aug. 12, 2026.**

HB26-1312

Peace Officers Standards & Training Board Changes

<https://leg.colorado.gov/bills/hb26-1312>

The act requires the attorney general to submit a proposal to POST by Dec. 30, 2030, to update law enforcement training academy programs. The act also changes the membership of the POST board by reducing the number of law enforcement head officials, reducing non-law-enforcement members, increasing the number of line officers, and adding representatives from training academies and reserve officers. Under the act, a person must be at least 21 years of age to be a certified peace officer. **Effective: Aug. 12, 2026.**

SB26-011

Search Warrants Provided to Covered Platforms

<https://leg.colorado.gov/bills/SB26-011>

The act requires covered online or mobile platforms to comply with a search warrant within 72 hours of receiving the warrant under specified conditions. A court can extend the time to respond for good cause so long as there would not be an adverse result; failure to comply supports a finding of contempt. The act also requires covered platforms to establish a streamlined process to allow law enforcement agencies to contact the platform at all times, which must include a staffed hotline to receive and respond to questions about search warrants, acknowledge receipt of search warrants, and provide status updates on warrants. The attorney general or a district attorney can enforce the act. **Effective: Aug. 12, 2026.**

SB26-085

Military Protection Orders

<https://leg.colorado.gov/bills/SB26-085>

When a peace officer has reasonable suspicion that a crime of domestic violence has occurred, the act requires the officer to search the National Crime Information Center (NCIC) database to determine whether there is a military protection order against one of the parties. If such an order exists, the officer must notify the military law enforcement agency that entered the protection order into NCIC. **Effective: Aug. 12, 2026.**

SB26-095

Measures to Support Victim-Survivors of Crimes

<https://leg.colorado.gov/bills/SB26-095>

Among other things, the act requires that annual peace officer in-service training programs (to be completed every five years by officers) include a two-hour training regarding impacts of trauma on victim-survivors and officer responses to victim-survivors experiencing or responding to trauma. Funding through the peace officer training and support fund can be used for training on these subjects. The act also voids pre-dispute arbitration agreements and joint-action waivers upon the request of an individual alleging conduct that results in a sexual harassment dispute or sexual misconduct dispute. **Effective: May 19, 2026.**

SB26-104

Require Key Boxes at Schools

<https://leg.colorado.gov/bills/SB26-104>

The act requires schools to install an exterior key box at a location to give law enforcement emergency access to each building and room. The location is determined in consultation with law enforcement. Key boxes must include keys or other access control devices and maps; their contents are not public records. **Effective: Aug. 12, 2026.**

SB26-120

Missing Person Training & Higher Education Reporting

<https://leg.colorado.gov/bills/SB26-120>

Among other changes, the act requires peace officer certification or renewal programs to include training on missing persons alerts. DPS is required to create, but not administer, this training program. Additionally, the act requires institutions of higher education to notify law enforcement of a missing student under certain circumstances and to make certain related records available to law enforcement agencies upon request. **Effective: Aug. 12, 2026.**

SB26-132

Voluntary Alcohol Breath Test

<https://leg.colorado.gov/bills/SB26-132>

If a driver is involved in a collision resulting in death or suspected serious bodily injury, a peace officer must offer the driver the opportunity to voluntarily submit to a breath test when (1) there is reasonable suspicion that the individual is the driver and is at fault; (2) the suspected driver is not significantly injured or in need of medical attention; and (3) the officer does not have probable cause for the expressed consent requirements. The act provides for exceptions to this requirement and details what must be included in the advisement to the driver. **Effective: Aug. 12, 2026.**

SB26-190

Release Information About Peace Officer Use of Force

<https://leg.colorado.gov/bills/SB26-190>

The act requires a law enforcement agency or multi-agency team investigating a peace officer use of force resulting in death to provide certain notifications to each person in a decedent's immediate family known to the agency within 24 hours after the scene of the incident is cleared. The act also requires law enforcement agencies to make reasonable

efforts to identify the immediate family of an individual who dies as a result of a peace officer's use of force, and provide the immediate family and a person designated by the family, all unedited audio and video recordings of the incident within 21 days after the incident regardless of whether there is a complaint of misconduct; recipients can decline to receive the recordings. Such audio and video recordings cannot be released to the public until after the 21-day period for providing the recordings to the family, and only if there is a complaint of misconduct. The act ensures that the decedent's immediate family can also obtain any withheld audio and video recordings following the completion of an internal investigation and criminal case. Finally, the act establishes requirements around extrajudicial statements made by law enforcement agencies regarding investigations into criminal matters involving the use of force by a peace officer that results in death and standards for community or critical incident briefing videos. **Effective: June 3, 2026.**

HB26-1272

Extreme Temperatures Worker Protections

<https://leg.colorado.gov/bills/HB26-1272>

The act indicates a need to establish statewide protections for workers from extreme heat and requires the Division of Labor Standards and Statistics in CDLE to collect data regarding workers' temperature-related injury, illnesses, and emergencies. The division must create a model TRIIP (temperature-related injury and illness prevention plan) by July 1, 2027. **Effective: Aug. 12, 2026.**

HB26-1283

Protections Regarding Seizures of Identification Documents

<https://leg.colorado.gov/bills/HB26-1283>

The act prohibits employers from demanding, confiscating, retaining, or requiring the surrender of the government-issued identification card of an employee, applicant, or other person performing work for the employer in any capacity, except when permitted by law or a judicial warrant. The act allows temporary retention for verifying employment eligibility, with a prescribed notice to the individual that must be acknowledged and retained by the employer. The act modifies the crime of criminal possession of an identification document and bias-motivated crimes related to retaining identification cards and providing or threatening to provide an identification card to federal immigration authorities, except when required or permitted by law. The act permits a civil action for damages related to the criminal possession of an identification card. **Effective: June 3, 2026.**

HB26-1413

Sick & Military Leave for Certain Public Servants

<https://leg.colorado.gov/bills/HB26-1413>

The act expands the required amount of paid, protected leave that must be granted to public employees for military service from three to four weeks (or its equivalent). **Effective: July 1, 2026.**

SB26-039

Fire and Police Pension Association Disability and Survivor Benefits

<https://leg.colorado.gov/bills/SB26-039>

The act modernizes the Fire and Police Pension Association's (FPPA) Statewide Death & Disability Plan through reorganization, removal of outdated provisions, and clarified language. Key changes include:

Replacing the three-exam requirement with a board-appointed medical advisor process tailored to each applicant

Authorizing the board to streamline disability appeals and mental health claim administration

Requiring occupationally disabled members to participate in rehabilitation programs, and clarifying when cost-of-living adjustments begin and who may apply for disability retirement

Repealing employer liability for pre-employment disabilities, replacing it with a required health history disclosure form

The act does not alter benefit amounts, eligibility requirements, or funding obligations. **Effective: Aug. 12, 2026.**

HB26-1397

Multiple Employer Health Trust Funding
<https://leg.colorado.gov/bills/HB26-1397>

The act repeals state appropriations in 2026 for the multiple employer health trusts for volunteer firefighters (\$650,000) and for peace officers (\$350,000). The state's appropriations reduce employer contributions to the trusts. The act leaves intact future scheduled appropriations, subject to later legislation. **Effective: June 2, 2026.**

HB26-1409

Marijuana Tax Cash Fund Distributions
<https://leg.colorado.gov/bills/HB26-1409>

The act eliminates the distribution to local governments of 3.5% of gross state retail marijuana sales tax revenue. **Effective: June 4, 2026**

SB26-117

Permissible Methods of Selling Lottery Tickets
<https://leg.colorado.gov/bills/SB26-117>

The act requires that lottery rules prohibit the sale of lottery and scratch game tickets on credit. **Effective: May 29, 2026.**

SB26-163

Regulation of Gaming & Sports Betting
<https://leg.colorado.gov/bills/SB26-163>

The act transfers authority to permit certain games from the Colorado Limited Gaming Control Commission to the Division of Gaming. The act authorizes gaming inspectors to inspect and impound premises where the inspector believes unlicensed gaming or sports betting is conducted. The act permits individuals to voluntarily exclude themselves from sports betting. The act modifies requirements for licensing of pari-mutuel wagering and racing. **Effective: May 29, 2026.**

HB26-1013

Ratio Utility Billing Systems
<https://leg.colorado.gov/bills/HB26-1013>

The act requires that residential premises constructed with permits applied for on or after July 1, 2027, metering for gas, electric, or water utilities must be directly by a utility or a submeter. The act establishes requirements for allocating utility costs among tenants of the same residential premises using a ratio billing system. **Effective: March 26, 2026.**

HB26-1045

Disabilities Housing Protections
<https://leg.colorado.gov/bills/HB26-1045>

The act establishes that for a housing provider, permitting an assistance animal is presumed to be a reasonable accommodation. The housing provider may request reasonable documentation supporting a claim of disability related to the need for an assistance animal. A complete prohibition of assistance animals in housing is presumed to be discriminatory. **Effective: Aug. 12, 2026.**

HB26-1196

Tenant Data Information

<https://leg.colorado.gov/bills/HB26-1196>

Among other things, the act requires a landlord to include notices in rental applications regarding factors to be considered when evaluating rental applications and the use of third-party screening services. **Effective: June 2, 2026.**

HB26-1202

Strategy to Reduce & Prevent Homelessness

<https://leg.colorado.gov/bills/HB26-1202>

The act permits municipalities and counties to create a “multijurisdictional homelessness response authority” (in addition to any existing authority to create such entities through intergovernmental agreements). The act includes requirements for an authority’s formation by intergovernmental agreement and funding through taxes imposed by participating local governments. An authority’s powers include planning, coordinating, and implementing regional strategies and working with DOLA and a continuum of care organization (which could be designated as administrator of an authority). In addition, DOLA will create a proposal for statewide strategy on homelessness prevent and resolution. **Effective: Aug. 12, 2026.**

HB26-1313

Adjust Requirements Statewide Affordable Housing Fund

<https://leg.colorado.gov/bills/HB26-1313>

The act modifies the requirements for affordable housing commitments made under Proposition 123. For commitments made in 2026 and later, local governments must commit to growth of new and converted affordable housing units and units with affordability restrictions will increase beyond a “target increase number.” The target increase number is determined by averaging the annual number of permits for new units over the prior three years in the jurisdiction, multiplied by the number years included in the commitment, then again multiplied by a local job growth factor when compared to state growth (0.10 if significantly lower, 0.15 if close, and 0.20 significantly higher).

The act expands the number of housing units that can be counted toward a commitment, including units in a large development project with average rental prices below a certain threshold. Local governments are entitled to count units from collaborative efforts, in the absence of a formal agreement, according to the percentage of the funding provided by a local government.

The act establishes a good faith effort waiver process for jurisdictions that cannot achieve their commitment from the 2024 cycle but achieve at least 65% of their increase, achieve an increase that would have been set if the “target increase number” had been used, or would have achieved at least a 65% increase but for funding for units that were counted to another local government’s increase. Waivers for the 2024 cycle must be filed between June 15, 2026, and Oct. 31, 2026. The act includes adjustment waivers for commitments beginning in the 2027 cycle. **Effective: May 26, 2026.**

SB26-040

Affordable Home Ownership Program

<https://leg.colorado.gov/bills/SB26-040>

The act creates flexibility in the provisions of the affordable home ownership program established through 2023’s Proposition 123. The act increases the percentage of household income that qualifies housing payments for direct funding to first-time homebuyers. The act allows nonprofits, local governments, and other entities to support affordable home ownership for households based on comparison to statewide area median income (instead of just local area median income). The act increases the percentage of household income that qualifies housing payments for direct funding to first-time homebuyers and allows for waivers of the percentage for projects by eligible organizations. The act also allows eligible organizations to seek waivers of maximum monthly housing cost limits for

residential units constructed as part of a funded project, if the unit has not been purchased in six months. **Effective: July 1, 2026.**

SB26-020

Child Care Provider Licensing & Quality
<https://leg.colorado.gov/bills/SB26-020>

The act amends existing provisions regarding local zoning regulation for child care facilities at C.R.S. § 26.5-5-310(a). The act requires that a local government that exceeds state-level licensing standards related to inspection, permitting, licensing, or approval of child care facilities must prioritize the completion of local processes “to the extent reasonably practicable” when there is a dispute or delay. Such local governments must limit fees for additional local inspections, permits, licenses, or approvals to an amount to be set by regulation; this excludes health and sanitation inspections and public health plan reviews. The act declares that “the availability of safe, affordable, and licensed family child care homes and licensed child care centers is a matter of statewide concern.” **Effective: June 1, 2026.**

HB26-1147

Host Home for People with Intellectual & Developmental Disabilities
<https://leg.colorado.gov/bills/HB26-1147>

Among other things, the act provides that “individual residential services and supports settings” must be treated as residential properties in the application of local regulations, including zoning, land use development, fire and life safety, sanitation, and building codes. Such settings are unlicensed community living residential settings in which individual residential services and supports are provided to no more than three persons with intellectual and development disabilities, as contrasted with licensed “community residential homes” that can provide services to 4-8 persons and require notice to the local government. **Effective: June 3, 2026.**

SB26-177

Access Adjoining Property to Repair or Maintain
<https://leg.colorado.gov/bills/sb26-177>

The act creates a court to grant limited access to another person’s property by the owner of a single-family residence to complete repairs or maintenance to the single-family residence. Public property is excluded. Access cannot be granted that would negatively affect an easement. **Effective: Aug. 12, 2026.**

HB26-1095

Digital Publication for Legal Notice
<https://leg.colorado.gov/bills/HB26-1095>

The act requires that a newspaper make any legal notice available on its website without charge to publish or view the notice. The act also requires that the statewide public notice website (www.publicnoticecolorado.com) include a list of newspapers by county that qualify for legal notice publication. **Effective: Aug. 12, 2026.**

HB26-1257

Local Regulation of Massage Facilities
<https://leg.colorado.gov/bills/HB26-1257>

The act removes limitations on local regulation of massage facilities, including limits on regulation and grounds for licensing actions. Local governments may establish licensing fees that are reasonably related to the cost of administering the regulatory and licensing program; fees over \$500 (adjusted for inflation) are presumed to be unreasonable unless the government establishes a need for a greater fee. The act requires a government to consider the impacts of regulation on legitimate massage therapy businesses and conduct outreach to the industry when enacting new regulations. The act removes the requirement that a background check be conducted at least 30 days

before licensing but does not modify the unfunded requirement to establish background check procedures in communities where massage facilities exist. **Effective: Aug. 12, 2026.**

HB26-1339

Change Cesar Chavez Day to Farm Workers Day

<https://leg.colorado.gov/bills/HB26-1339>

The act changes the name of the voluntary legal holiday on March 31 to “Farm Workers Day.” **Effective: March 31, 2026.**

SB26-093

Workers’ Compensation Insurance Coverage Verification

<https://leg.colorado.gov/bills/SB26-093>

The act requires a building or construction permit applicant to submit a signed declaration regarding the applicant’s and its subcontractors’ workers compensation coverage. The act applies only to projects of \$1 million or more. The act does not require that municipalities do anything with the records. **Effective: May 29, 2026**

HB26-1017

Criminal Restitution Prohibited for Insurers

<https://leg.colorado.gov/bills/hb26-1017>

To the extent any municipal court follows state restitution laws, the act modifies the definition of restitution to exclude losses for which a victim is compensated through a private insurance policy, except for worker’s compensation. However, a victim can obtain restitution for an insurance deductible. The act also excludes insurance companies from the definition of “victim” unless it is a victim of a scheme to defraud the insurance company or when the company’s property is damaged or stolen through a criminal act. Insurance companies can still maintain a civil action to recover any other losses suffered. **Effective: Aug. 12, 2026.**

HB26-1134

Fairness & Transparency in Municipal Court

<https://leg.colorado.gov/bills/HB26-1134>

The act modifies the requirements for livestreaming criminal court proceedings to require the livestreaming of municipal court proceedings involving an in-custody defendant who is charged with a municipal violation for which the municipal code allows a possible jail sentence. Municipal courts are not permitted to rely on the exceptions for insufficient technology or staffing when a defendant is in custody and facing potential jail time for the municipal violation; the other livestreaming exceptions in C.R.S. § 13-1-132(3.5)(a) still apply. Additionally, the act’s livestreaming requirements supersede any judicial guidance limiting livestreaming. The act codifies the right to criminal defense counsel when a defendant appears in municipal court for a violation for which the municipal code allows for a possible jail sentence, including notice and information to be provided to defense counsel and the opportunity for defense counsel to meet with their clients. Municipalities are prohibited from paying indigent defense counsel using a fixed or flat-fee payment structure and instead must use rates that are the same as or higher than the rates paid by the state under Chief Justice Directive 04-04. There is an exception to allow the payment of a flat fee for initial in-custody appearances so long as the amount is the same as or higher than a resulting fee based on hourly compensation. Finally, any municipality that has a municipal court not of record is prohibited from imposing any jail time as a penalty for a municipal violation. **Effective: April 27, 2026.**

HB26-1077

Average Market Rate of Unprocessed Retail Marijuana

<https://leg.colorado.gov/bills/HB26-1077>

Under current law, both state and local excise tax on the first sale or transfer of unprocessed retail marijuana is based on the average market rate of all unprocessed retail marijuana. This act updates how DOR calculates and classifies the average market rate — the price used to tax unprocessed retail marijuana moving between cultivation facilities, manufacturers, and stores — by recognizing different cultivation types and improving public transparency around how tax rates are determined. **Effective: July 1, 2026**

HB26-1325

Natural Medicine

<https://leg.colorado.gov/bills/HB26-1325>

The act establishes an ibogaine research pilot program under the BHA to examine the safety and effectiveness of using ibogaine to treat mental health and substance use disorders. A committee established by the BHA would select up to five ibogaine pilot sites. The state licensing authority for natural medicine may adopt rules related to the administration, manufacturing, and use of ibogaine. The act also makes changes to the regulation of natural medicine including modifying the natural medicine advisory board, establishing limited immunity for facilitators of natural medicine, setting requirements for prioritization of state application review, adding additional unauthorized activities, and creating a temporary premises permit for healing centers to operate temporarily at a separate location. **Effective: Aug. 12, 2026**

HB26-1223

Modifying Certain Tax Expenditures

<https://leg.colorado.gov/bills/HB26-1223>

Amongst other changes, effective Jan. 1, 2027, the act broadens the statutory definition of computer software as tangible personal property for purposes of sales and use tax to include all downloadable software except for custom software developed for use by a particular user and software governed by a negotiable license agreement. This definition change applies to the state and all local governments for which the state collects sales tax. At the state level, the revenue increase from this definition change is being used to create a new expanded family affordability income tax credit and to provide retail food establishments with a sales tax deduction for gas and electricity.

Effective: June 3, 2026

SB26-116

Property Tax Modifications

<https://leg.colorado.gov/bills/sb26-116>

Amongst other changes, the act sets the business personal property tax exemption at \$58,000 beginning Jan. 1, 2027, and sets the local government reimbursement for property tax losses due to the exemption at the reimbursement amount for the 2026 property tax year, beginning in the 2027 property tax year. **Effective: Aug. 12, 2026**