

Reliance Telephone, Inc.

INMATE TELEPHONE LOCATION AGREEMENT

STATE OF (MINNESOTA)
COUNTY OF (BELTRAMI)

This Inmate Telephone Location Agreement made for the 18th day of December, 2001, by and between, BELTRAMI County, a body corporate and politic, Bemidji, MN hereinafter called LESSOR and Reliance Telephone of Grand Forks Incorporated, 118 Gateway Drive, East Grand Forks, MN 56721, hereinafter called LESSEE, on the following terms and conditions.

1. LESSOR, for and in consideration of the rent hereinafter set out and service provided by LESSEE, does hereby lease to said LESSEE locations upon and within the property known as BELTRAMI County Jail and does hereby grant, an exclusive right and license, for a term of (5) years for the purpose of installing and operating coin or credit card operated or other inmate telephone. **This agreement shall be automatically renewed, unless a notice is given 30 days prior to the termination date.**
2. The lease payment shall be for each inmate telephone installed in the location.
3. LESSEE shall pay LESSOR a percentage of the gross revenue derived from the operation of the Phones in return for the exclusive right to install and operate the Phones in the premises. Payments to Lessor shall be on a monthly basis thirty to sixty (30-60) days after the end of each calendar month. The commission payment shall be as per the attached schedule. () **OPTION A:** Gross revenue shall include all of the revenue generated from the actual call traffic from the facility. Or () **OPTION B:** Gross revenue shall be revenue generated by the facility adjusted for expenses (adjusted gross revenue).
4. LESSEE shall, at its sole expense, cause collections to be made from the Phones on a regular basis and shall provide LESSOR, a monthly billing and collection report, certified by an officer of Lessee. Reports shall be in a form and contain sufficient information to allow LESSOR to reasonably monitor and calculate compensation due from LESSEE under the terms of this Agreement.
5. LESSOR and LESSEE hereby agree that:
 - (A) LESSOR shall notify LESSEE of any malfunction of loss if inmate telephone service and shall allow LESSEE access to LESSOR'S place of business during normal business hours for inmate telephone repair, maintenance and collection. Lessee shall promptly repair or replace faulty equipment and otherwise assure inmate telephone service is available at all times.

Best Equipment, Service and Commission Guaranteed

Established in 1983

118 Gateway Drive • East Grand Forks • MN • 56721

Phone: (888) 773-6488 • Fax: (218) 773-7100

Website: www.reliancetelephone.com • E-mail: dave@reliancetelephone.com

Reliance Telephone, Inc.

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

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

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

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

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

EXECUTED this 16th day of January, 2002, by the undersigned parties.

LESSOR BELTRAMI County Jail

BY

Walter J. McKinnis

LESSEE

Reliance Telephone of Grand Forks, Inc.

BY

Dave Hangsleben
Dave Hangsleben, President

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INMATE TELEPHONE LOCATION AGREEMENT

STATE OF Minnesota)

COUNTY OF Beltrami)

This Inmate Telephone Location Agreement made for the 1st day of August, 1997, by and between, Beltrami County, a body corporate and politic, 612 Minnesota Ave. Bemidji, Minnesota, 56601 hereinafter called LESSOR and Reliance Telephone of Grand Forks, Incorporated, 118 Gateway Drive, East Grand Forks, MN 56721; hereinafter called LESSEE, on the following terms and conditions:

1. LESSOR, for and in consideration of the rent hereinafter set out and service provided by LESSEE, does hereby lease to said LESSEE locations upon and within the property known as Beltrami County Law Enforcement Center and does hereby grant, an exclusive right and license, for a term of five (5) years for the purpose of installing and operating coin or credit card operated or other inmate telephone. This agreement shall be automatically renewed, unless a notice is given 30 days prior to the termination date.

2. The lease payment shall be for each inmate telephone installed in the location.

3. LESSEE shall pay LESSOR a percentage of the gross revenue derived from the operation of the Phones in return for the exclusive right to install and operate the Phones in the Premises. Payments to Lessor shall be on a monthly basis thirty to sixty (30-60) days after the end of each calendar month. The commission payment shall be as per the attached schedule. **OPTION A:** Gross revenue shall include all of the revenue generated from the actual call traffic from the facility. or **OPTION B:** Gross revenue shall be revenue generated by the facility adjusted for expenses (adjusted gross revenue).

4. LESSEE shall, at its sole expense, cause collections to be made from the Phones on a regular basis and shall provide LESSOR a monthly billing and collection report, certified by an officer of Lessee. Reports shall be in a form and contain sufficient information to allow LESSOR to reasonably monitor and calculate compensation due from LESSEE under the terms of this Agreement.

5. LESSOR and LESSEE hereby agree that:

(a) LESSOR shall notify LESSEE of any malfunction or loss of inmate telephone service and shall allow LESSEE access to LESSOR'S place of business during normal business hours for inmate telephone repair, maintenance and collection. Lessee shall promptly repair or replace faulty equipment and otherwise assure inmate telephone service is available at all times.

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

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

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

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

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

EXECUTED this _____ day of _____, 19 97, by the undersigned parties.

LESSOR

BY _____

LESSEE

Reliance Telephone, Inc.

BY  _____

President, Dave Hangsleben

Reliance Telephone, Inc.

Commission Schedule 2002

COMMISSION PLAN (A)

(Payment on all traffic sent from the facility)

GROSS REVENUE FOR THE MONTH

Applicable Rate

| <u>For Volume</u> | <u>For Volume Level</u> |
|---------------------|-------------------------|
| 0.00-2,500.00 | 15% |
| 2,501.00-5,000.00 | 17% |
| 5,001.00-7,500.00 | 19% |
| 7,501.00-10,000.00 | 21% |
| 10,001.00-12,500.00 | 23% |
| 12,501.00-15,000.00 | 25% |
| 15,001.00-17,500.00 | 27% |
| 17,501.00-20,000.00 | 29% |

(Payment in 30 Days)

COMMISSION PLAN (B)

(Payment on traffic after deduction for expenses)

ADJUSTED GROSS REVENUE

Applicable Rates for All Levels

50%

Payment in 60 Days

Minimum Guarantee: 10% more commission than the previous telephone service provider based on monthly average inmate days.

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Inmate Text Messaging Location Agreement

STATE OF (Minnesota)
COUNTY OF (Beltrami)

This Inmate Text Messaging Location Agreement made this the 30th day of April, 2019 by and between, Beltrami County Jail hereinafter called LESSOR and Reliance Systems Inc. operations located at 1533 South 42nd Street, Grand Forks, ND 58201, hereinafter called LESSEE, with the following terms and conditions.

LESSOR, for and in consideration of the rent hereinafter set out and service provided by LESSEE, does hereby lease to said LESSEE locations upon and within the property known as: Beltrami County Jail, Bemidji, Minnesota and does hereby grant, an exclusive right and license, for a term of (5) years, to install and operate text messaging devices to provide texting services. This agreement shall be automatically renewed, unless a notice is given 30 days prior to the termination date. The effective start date shall be the ninth day of MAY, 2019.

LESSEE shall pay LESSOR a 35% cost recovery fee calculated from the gross revenue derived from the operation of the text messaging, in return for the exclusive right to install and operate the texting equipment on the premises. Payments to LESSOR shall be on a monthly basis within thirty days after the end of each calendar month. Revenue from the rental of the devices are excluded from the cost recovery fees.

LESSEE shall, at its sole expense, cause collections to be made from the texting services. Lessee shall provide the ability for the LESSOR to monitor and review all communications leaving the jail. Lessee shall provide a detailed report of all of the texts that are used to determine gross revenue.

LESSOR and LESSEE hereby agree that: LESSOR shall notify LESSEE of any malfunction of loss texting and shall allow LESSEE access to LESSOR'S place of business during normal business hours for repair and maintenance. LESSEE shall promptly repair or replace faulty equipment and otherwise assure text messaging service is available at all times.

LESSOR shall exercise reasonable care in preventing damage or destruction to equipment installed and provided under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by the willful misconduct of LESSOR.

LESSEE is responsible for installation of all equipment, software and training at no cost to the county.

All equipment, supplies and software furnished remains the property of the LESSEE.

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

EXECUTED this 9th day of MAY, 2019

LESSOR: Beltrami County Jail, Minnesota

BY Beltrami County Jail Administrator Calandra Allen 

LESSEE: Reliance Systems, Inc.

BY _____

Dave Hangsleben, President