

SERVICE AGREEMENT

THIS AGREEMENT is dated July 23, 2017 between **RANGER AMERICAN OF THE VI, INC.**, duly authorized to do business in the Territory of the United States Virgin Islands, hereinafter referred to as **RANGER** and **"VIRGIN ISLANDS WATER AND POWER AUTHORITY"** hereinafter referred to as **CLIENT**.

WITNESSETH, that: In consideration of the terms, conditions and payments of this contract, **RANGER** and **CLIENT** agree as follows:

1.0 **RANGER** agrees to call for and receive on behalf of **CLIENT**- and receipt therefore, sealed or locked shipments containing money, currency, coin, negotiable instruments, and other documents incident to the making of deposits or withdrawals (hereinafter called **PROPERTY**) and to transport and deliver same in like condition, to the consignee designated by **CLIENT**- and to provide armed guards and armored car service in connection with such transportation between points in, and accordance with, the service, liability, and compensation schedule below. or as stated in the attached, properly executed amendment (s) and/or exhibits (s)

2.0 SCHEDULE:

SERVICE	FREQUENCY SERVICE
Call at: See Addendum I, List of Locations and Prices	ST. Thomas and ST. Croix - Service will be provided from Monday to Friday, except full holidays.
Deliver to: Banco Popular's Main Cash Depot on each Island. on the following Business / Banking day. Deposit pickups and Change deliveries to be provided on our regular routes and hours available.	ST. John - Service will be provided on Mondays and Thursdays, except full holidays.
	Except for Holiday Service (See Page 2)

3.0 **CHARGES:** In consideration of the above specified deliveries and services to be rendered by **RANGER**, **CLIENT** agree to pay **RANGER** as follow:

The Rates per month, per location, payable within ten (10) days after billing for such services. The premise time allotment will be ten (10) minutes. Any excess of ten (10) minutes will be charged at \$2.50 per minute. The above rate covers up to 5 bags, any excess of the first 5 bags will be charged at \$0.35 per bag.

3.1 The regular billing stated above does not include deliveries or shipments made on the following holidays: New Year's Day, Three Kings Day, Good Friday, Easter Sunday, Mother's Day, Father's Day, General Elections, Thanksgiving Day and Christmas Day, which holidays are included in SPECIAL TRIPS.

3.2 Other special trips are defined as follows:

- a. When asked to return later because of **CLIENT'S** unfinished deposit.
- b. Any services on the above specified holidays or any service after 6:00 p.m., New Years' Eve and Christmas' Eve, regardless of whether or not it is **CLIENT-** regular schedule.

4.0 It is agreed between **CLIENT-** and **RANGER** that all Property delivered into the care of **RANGER** shall be securely sealed and clearly labeled with the consignee's name and address, and that **CLIENT-** will not conceal or misrepresent any material fact or circumstance concerning the Property delivered to **RANGER** pursuant to this Agreement. Any containers used for transporting Property furnished by **CLIENT-** shall be subject to the approval of **RANGER**. It is further agreed that liability shall commence when any shipment has been received and placed in the possession of **RANGER** and shall terminate when the same shall have been delivered to the designated consignee.

5.0 **RANGER** represents that it carries liability insurance with a responsible insurance company authorized to do business in the Territory of the Virgin Islands covering its liability as stated in this **AGREEMENT** for loss or damage to the Property consigned to it hereunder and that it carries insurance which, subject to the terms, conditions, and limitations of the contract or contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason or accidents for which **RANGER** is responsible whether contractually or not. **RANGER** agrees to keep such insurance in full force during the full life of this contract. **RANGER** further agrees that it will maintain in force all necessary permits and licenses required by law and that it will comply with all municipal ordinances, state statutes and regulations and federal laws which may be applicable to its operations.

6.0 **CLIENT** agrees that the contents of the containers shall not exceed \$100,000.00 in the aggregate. However, any excess of said sum shall be covered automatically for an additional charge of \$0.35 per thousand or fraction thereof.

7.0 **RANGER** agrees to assume all liability, as hereinafter limited in Section 10 of this agreement, for any loss, damage or destruction of the Property (hereinafter called **LOSS**) from the time the Property is received by **RANGER** until such time as it is delivered to the consignee designated by **CLIENT-** to receive same, or, in the event of non-delivery to the consignee, until its return to **CLIENT-** but **RANGER** does not assume liability for property while in the safe(s) on **CLIENT-** premises. The sole liability of **RANGER** in the event of loss from whatever cause, except here further limited, shall be payment to **CLIENT-** of the declared value as appears on the shipping document.

8.0 **CLIENT** agrees with **RANGER** that in the event of loss, it shall exert best efforts to cooperate with **RANGER** in reconstructing checks constituting a part of said loss and as to said checks, **RANGER'S** liability, except as hereinafter limited shall be the payment to **CLIENT-** of:

8.1 All costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures, attorney's fees and expenses including all costs incurred in attempting the reconstruction of the checks, and other incidental costs incurred by **CLIENT-**.

8.2 The face value of checks which cannot be reconstructed. It is understood and agreed by the parties to this agreement that the words reconstruct, reconstructed, and reconstruction shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include requests by **CLIENT-** to the makers of the missing checks to issue duplicates and in the event the maker refuse to do so, then to assert its legal and equitable rights against said maker or to surrogated such rights to **RANGER** and its assigns. However, **RANGER** shall indemnify **CLIENT-** for the loss regardless of the success or failure of the reconstruction of checks or subrogate its rights to **RANGER**. It is further understood and agreed that the word SHIPMENTS wherever used in this agreement shall mean a single consignment of one or more items of Property from one shipper at one time at one address to one consignee at one destination address.

9.0 **CLIENT-** agrees to advise **RANGER**, its agents, servants, and employees, in writing, as to the value of each container being transported on each delivery. **CLIENT-** herewith instructs the **BANK** to advise **RANGER** in writing as to the value of each container that the said **BANK** turns over to **RANGER**. It is specifically understood and agreed that **CLIENT-** shall be bound by the said declared value and that **RANGER** shall not be liable beyond the said declared and written value. It is further agreed that the property being transported at all times belongs to **CLIENT-**. In the event of a discrepancy as between **CLIENT-** and the **BANK** concerning the contents of said container (s) being delivered by **RANGER** such discrepancy shall be resolved between **CLIENT-** and the **BANK** without the intervention of **RANGER**. **CLIENT-** agrees to notify **RANGER** in writing of any claims for loss within 72 hours after loss is discovered or should have been discovered in the exercise of due care, and, in any event, within 30 days after delivery to **RANGER** of the property in connection with the claim is asserted, and unless such notice shall have been given, such claim shall be deemed waived. **CLIENT-** further agrees to furnish proof of loss to **RANGER** or its insurer and promptly assist **RANGER** or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, **RANGER** or its insurance company shall be surrogated to all the **CLIENT-** rights and remedies of recovery therefore.

10.0 Notwithstanding any other provisions of this agreement, it is agreed **RANGER** shall not be liable for any loss caused by or resulting from:

10.1 Radioactive Contamination and Explosive Nuclear Assemblies: Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefore or any consequential loss.

10.2 Any legal liability of whatsoever nature, directly or indirectly caused or contributed to by or arising from:

a. Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel

b. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear component thereof.

10.3 Notwithstanding anything contained to the contrary herein it is agreed that **RANGER** shall not be liable for loss or damage directly or indirectly occasioned by, happening through or in consequence of:

a. War, Invasion, Acts of Foreign Enemies, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, Confiscations, or Nationalization, or Requisition or Destruction of or damage to property by or under the order of the Government of Puerto Rico or public or local authority.

b. Loss or Damages as a result of any terrorist acts no land but only with respect to any static locations risks (i.e. items in storage not in transit).

c. Loss caused by or resulting from Risk of Contraband or handling of unlawful goods.

d. Requisition or Destruction of or damage to property by or under the order of the Government of Puerto Rico and/or public and/or local authority.

10.4 Shortages claimed in the contents of the sealed or locked shipments.

10.5 Nonperformance or delays, but **RANGER** agrees to be liable for the safety of any property received into its possession subject to the limitations and restrictions set forth herein.

10.6 **RANGER** shall not be liable to **CLIENT**- for failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of God, or where during the existence of any strike or labor disturbance **RANGER** determines that in its judgment the same may danger the safety of **CLIENT** - cargo or **RANGER'S** vehicle or employees. However, **CLIENT** will be notified within a day to take adequate steps to seek other services and terminate the contract, if necessary.

10.7 Breakage of statuary, marble, glassware, bric-a-brac porcelains and similar fragile articles.

11.0 Subject to the terms and conditions above service under this agreement shall commence on November 1, 2014 and shall continue for a period of THREE YEARS. After the first three years of this agreement, it will automatically renew for an additional year, and from year to year after that, unless canceled with at least sixty (60) days prior written notification to the anniversary date of this agreement. **RANGER** agrees that the rates will not change during the first year of this contract, except in the event of increases in "All Risk Insurance" Fuel, Federal Minimum Wage, and /or the FICA, FUTA, disability, unemployment, workmen's compensation, and any other Federal, or State salary taxes. Said increases will be passed along proportionately to **CLIENT**. **RANGER** will give notice to **CLIENT** in advance to the date on which said increase will become effective. However; **RANGER** reserves the right to reopen this agreement at any time after the first year of service, for the sole purpose of increasing **CLIENT'S** service rate.

12. If, for any reason of default in the payment of any sums due "**RANGER**" under the terms and conditions of this agreement "**RANGER**", employs an attorney or a collection agency to collect any delinquent payment, "**CLIENT**" agrees to pay all court and reasonable collection fees incurred by the attorney or collection agency on behalf of "**RANGER**".

13.0 Whenever notice is required or permitted under the term of this Agreement, it shall be in writing and sent via the United States, registered or certified, return receipt requested, and addressed as follows:

To Contract at: Ranger American of The VI, Inc.
PO Box 29105
San Juan, PR 00929-0105

To Client at: WAPA
P.O. Box 1450
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804-1450

IN WITNESS WHEREOF, the parties hereto execute this Agreement at ST. Thomas US Virgin Islands, on the day and year first above written.

RANGER AMERICAN OF THE VI, INC.

ANGELO QUIÑONES
VP GENERAL MANAGER