

## Terms and Conditions

In providing this ARPA/SLFRF funded assistance, the City must comply with Section 603 of the Social Security Act and all federal regulations and federal mandates as adopted by the U.S. Department of Treasury and other applicable federal statutes, regulations, and executive orders.

By signing the following terms and conditions and accepting the RING Product, Applicant agrees to indemnify and hold harmless the City of Akron, the U.S. Department of Treasury and their officials, employees, agents, and assigns from any and all liability, loss, claim, damage, cost and expense arising from or related to receipt, installation, and use of the RING Product, including the failure of any certification made by Applicant in the application and these Terms to be correct in all respects:

1. Applicant agrees that the device will be timely installed, and remain, at the property identified in the application.
2. The unit will not be utilized in any manner inconsistent with applicable law and will not be utilized for any criminal or commercial endeavor.
3. Applicant will abide by all terms and conditions of use imposed by RING (the vendor).
4. Applicant will not sell, transfer, alter, or destroy the unit.
5. Applicant will timely create a RING account and will use his/her/their best efforts to notify the City and/or provide it with access to footage for law enforcement review suspected or actual criminal activity that does, or could, rise to the level of a felony.
6. Applicant shall not in any way obstruct or object to the City's request to review RING footage so long as the Akron Police Department reasonably believes it is necessary to the investigation of an actual or potential felony crime.
7. Upon acceptance of the unit, the City shall have no further cost or responsibility to install, operate, or maintain the unit, and that these responsibilities are solely that of the applicant.
8. Applicant shall ensure that the unit operates consistently and shall maintain the unit in good and operable condition to the fullest extent reasonably possible, for at least the lesser period of: a) 2 years from the date of install, or b) date of transfer of legal title to the property.
9. Titled legal owner must notify the City, in advance, of any planned change in ownership to the property in writing.
10. In the event any of the terms and conditions of RING and/or Akron Smart Neighborhood Watch Program application/registration are violated, Applicant will/may be responsible for returning the unit or remitting the cost of the unit to the City.
11. Applicant will waive and hold City harmless from any damage, loss, injury, or death that results from, or is related to, this RING program and/or the installation and use of the RING Product.

In consideration of receipt of the RING Product, Applicant restates, represents and certifies each of its certifications in its application to the City as of the date of signature on this document. In the event the City later determines that the information Applicant provided in the application was inaccurate or that Applicant was ineligible to receive the RING Product, Applicant agrees to immediately and fully refund to the City the entire purchase price paid for the RING Product.

Applicant understands and agrees that this Agreement and other records in the possession of the City are or may be public records under Section 149.43 of the Ohio Revised Code and, if so, the records are open to public inspection unless a legal exemption applies.

Applicant acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Section 9.66(C) of the Ohio Revised Code to repay such financial assistance and shall be ineligible for any future economic development assistance from the City, State of Ohio, any state agency, or political subdivisions. Also, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the Ohio Revised Code.

I have read these terms and conditions in their entirety, have had an opportunity to review and consider the same, and understand that by signing below I agree to abide by these terms and conditions.