

Loaner Agreement

This Loaner Agreement (“Agreement”) effective as of December 13, 2022, 2022, is entered into by and between City of Ocala (“Customer”) and Stryker Corporation, through its wholly owned entity Stryker Sales, LLC (“Stryker”).

WHEREAS, on December 13, 2022, Customer issued Purchase Order # 230227-1, which is subject to the Terms and Conditions set forth at <https://www.strykeremergencycare.com/terms> *attached hereto (“Order”) for the purchase of the following equipment (the “Ordered Equipment”):

SO # 11575851

(3) LP 15's ordered on 12/13/22

WHEREAS, due to several factors, including but not limited to the currently challenged and inconsistent global component supply and logistical challenges, Stryker has longer than usual lead times for the Ordered Equipment; and

WHEREAS, Customer requires the Ordered Equipment sooner than the aforementioned lead times; and

WHEREAS, the Parties desire to enter into this Agreement so that Stryker can temporarily loan replacement equipment of the same or similar make and model (the “Loaned Equipment”) as the Ordered Equipment, to Customer until Customer’s order can be fulfilled.

NOW THEREFORE, in consideration of the recitals set forth above and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Customer and Stryker hereby agree as follows:

- 1. Loaned Equipment.** The Parties agree that the following shall serve as the Loaned Equipment, which Stryker agrees to loan to Customer under the terms set forth in this Agreement: *TO BE COMPLETED BY STRYKER ANALYST*

One LP 15 with SpO2, SpCO, ETCO2, NIBP, 12 Lead with ship kit, carry case and loaner batteries.



2. **Term.** The term of this Agreement shall commence as of the date set forth above and shall continue until Stryker has fulfilled the Order.
3. **Return of Loaned Equipment.** Customer agrees to return the Loaned Equipment within ten (10) business days of receipt of the Ordered Equipment. In the event Stryker fulfills the Order in separate shipments, Customer agrees to return the Loaned Equipment corresponding to Ordered Equipment received within ten (10) business days of receipt of each shipment. In no event shall Customer retain any Loaned Equipment beyond ten (10) business days of receipt of its corresponding Ordered Equipment. In the event Customer fails to return any Loaned Equipment within ten (10) business days of receipt of each shipment, Stryker will charge Customer the per diem market rental rate (\$15/day, \$450/mo per device) for each piece of Loaned Equipment not returned.
4. **Responsibility for Loaned Equipment.** Customer agrees to accept responsibility to return the Loaned Equipment in the same condition as it was provided to Customer, including but not limited to removal of any and all patient data from the Loaned Equipment. Customer agrees to assume full responsibility for the Loaned Equipment, including any and all loss, theft or damage (excepting wear and tear) to the Loaned Equipment during the term of this agreement.
5. **Cancellation of the Order.** In the event Customer cancels the Order before receipt of the Ordered Equipment, Stryker will charge Customer the a per diem market rental rate for the Loaned Equipment.
6. **Terms and Conditions:** The Parties agree that the applicable Terms and Conditions set forth at ~~*attached hereto~~ <https://www.strykeremergencycare.com/terms> apply to this Agreement.

For Stryker Sales, LLC	For City of Ocala
Name: Ted Piper / Meredith Roberts	Name: Pete Lee
Title: Account Manager	Title: City Manager
Date: December 13, 2022 5/2/2023	Date: December 13, 2022 5/10/2023
Signature: Ted Piper DocuSigned by: Meredith Roberts 338B4D298CC8451...	Signature: Pete Lee DocuSigned by: Pete Lee 5BB28E162F2E4C2...

Shipping Information:

Facility Name	City of Ocala Fire
Facility Address	3001 NE 21st Street , Ocala, FL. 34470
Facility Contact Name	Captain Mike Calhoun
Facility Contact Phone Number &Email:	352-286-7533 or mcalhoun@ocalafl.org

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07D9FC4E86E428...
William E. Sexton
City Attorney

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency to include Chapter 119, Florida Statutes (known as Florida's Public Records Act). A copy of Stryker Medical's Acute Care capital terms and conditions can be found **attached hereto**. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found **attached hereto**.

Approved as to form and legality:

William E. Sexton

William E. Sexton
City Attorney

**Modifications to Terms and Conditions approved by
STRYKER MEDICAL:**

By: *Jennifer N. Collins*

Printed Name: Stryker Sales, LLC

Title: Manager, Contracts and Pricing

CITY OF OCALA:

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

ATTEST:

Angel B. Jacobs

Angel Jacobs
City Clerk

STRYKER MEDICAL (ACUTE CARE)**CAPITAL PURCHASE TERMS & CONDITIONS**

1. Definitions. For purposes of this Agreement, the term "Product" will mean commercially available products sold by the Stryker Medical division from time to time.
2. Ordering and Pricing; Payment Terms; Taxes.
 - (a) *Orders.* Customer will order Products either through Stryker's local sales representative or through the appropriate Stryker Customer Service Department and Customer will fill or arrange to have filled these orders in accordance with Stryker's normal procedures.
 - (b) *Price.* Purchase prices for the Products purchased by Customer during the term of this Agreement shall be based on the prices identified on the quote.
 - (c) *Payment Terms.* Unless otherwise indicated on Stryker's invoice, each invoice shall be paid in full by Customer net thirty (30) days. Any amount not paid on time may be subject to a late fee of 1½% per month prorated (18% per annum), or the maximum interest rate allowable by law whichever is the highest.
 - (d) *Taxes.* Unless otherwise indicated on Stryker's invoice, prices do not include, and Customer is responsible for and agrees to pay (unless Customer shall provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or custom authorities), all sales, use, value added, excise and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated, except for Stryker's franchise taxes and taxes on Stryker's net income. If applicable, a separate charge for taxes will be shown on Stryker's invoice.
3. Shipment and Delivery. Unless otherwise provided on the face of an invoice, freight and handling charges are prepaid and added to the invoice. In the event that Customer does not specify the carrier, the carrier may be at Stryker's option. Title of the Products sold hereunder shall pass to Customer upon delivery by Stryker to the carrier.
4. Proper Reporting. Customer will comply with all applicable laws and regulations relating to the accounting and application of discounts, including but not limited to all Federal and State laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the discount "safe harbor" located at 42 C.F.R. 1001.952(h). Pricing under this Agreement may constitute discounts on the purchase of Products, and must be properly reported and appropriately reflected as required by law or contract, including on all applicable Medicare, Medicaid and state agency cost reports.
5. Warranty and Indemnification.
 - (a) Stryker warrants its products in accordance with the terms of the limited warranties located at: http://tech.med.strykercorp.com/Terms_Conditions/index.html
 - (b) Stryker will hold Customer harmless from and will indemnify Customer for any and all liability incurred resulting directly from a defect in workmanship or design of a Product. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than an employee or agent of Stryker, (ii) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Product, or (iii) the use of any product not purchased from Stryker or Product that has been modified, altered or repaired by any person other than an employee or agent of Stryker. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.
 - (c) Except for third party damages related to Stryker's indemnity obligations under subsection 5(b) hereof, Stryker's liability arising in connection with or under this Agreement (whether under the theories of breach of contract, tort, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) will not exceed the purchase price, current market value or residual value of the Products whichever is less. Customer shall in no event be entitled to, and Stryker shall not be liable for, direct, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, loss of profit or revenue.
 - (d) **Notwithstanding anything contained herein, Customer's obligation to indemnify Stryker shall not exceed \$200,000 per person or \$300,000 per incident or occurrence, as set forth in section 766.28, Florida Statutes.**
6. Insurance. Stryker will maintain adequate general liability insurance, including coverage for Products and completed operations, and workers compensation and employer's liability insurance against any claim or claims, which might arise out of Products purchased by Customer from Stryker under the Agreement. Stryker has the right to self-insure to comply with this requirement. When requested by Customer, Stryker will furnish an insurance certificate signed by an authorized agent evidencing the above referenced insurance coverages.
7. Confidential Information. The parties hereto shall hold in strictest confidence any information and materials that are related to the business of the other party hereto or are designated by any such party as proprietary and confidential, herein or otherwise ("Confidential Information"). The parties hereby covenant that they shall not disclose such Confidential Information to any third party without prior written authorization of the party to whom such information relates.

8. HIPAA Compliance. All medical information and/or data concerning specific patients, including, but not limited to Protected Health Information, derived from or obtained during the course of the Agreement, will be disclosed by Customer solely in compliance with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published other than as required or permitted under applicable laws.
9. Warranty of Non-Exclusion. Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents to Customer that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.
10. Cancellation; Inspection and Acceptance.
- (a) Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30-day window, a fee of 25% of the total purchase order price and return shipping charges will apply.
- (b) Upon receipt of the Products and/or Services, Customer agrees to inspect and/or test the Products and/or Services. The Products and/or Services shall be deemed accepted by Customer unless Customer provides Stryker a timely written notice specifically noting any defects or discrepancies in the quality or quantity of the Products and/or Services received. All notices regarding nonconforming Product and/or Services, shortages, damage, rejection or revocation of acceptance must be made in writing and received by Stryker no later than thirty (30) days from the date of Stryker's invoice, which Customer agrees is a reasonable time frame within which to diligently inspect and provide notice to Stryker. Customer waives any right to reject the shipment or revoke acceptance thereafter.
11. Force Majeure. Neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.
12. Data. Customer acknowledges and agrees that Stryker may use any data related to the performance or use of the Products or services.
13. Miscellaneous.
- (a) This Agreement shall be governed by and construed in accordance with the laws of the state of **Florida**, without giving effect to the principles of choice of law principles.
- (b) Neither party may assign this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.
- (c) Any notice required under this Agreement shall be in writing sent by registered mail, postage prepaid, and addressed to the parties at their respective addresses.
- (d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and any modification or amendments to this Agreement must be in writing and signed by both parties. No waiver, alteration, or modification of the terms and conditions set forth herein shall be binding unless Stryker expressly agrees in writing. Stryker expressly rejects any different, additional or conflicting terms or conditions set forth in Customer's purchase order or any other document issued by Customer; the terms of the invoice and these terms and conditions shall exclusively govern the purchase of Products and/or Services from Stryker.
- (e) This Agreement and any exhibit, schedule or other attachments hereunder may be executed and delivered in multiple counterparts, including via facsimile or Adobe Acrobat or ".pdf" format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.



Terms and conditions

General Terms for all Products, Services and Software Subscriptions

Stryker Sales LLC, acting through its Medical Division ("Seller") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Pricing for the products and/or services is as set forth in Seller's quote. Unless otherwise indicated on Seller's invoice, prices do not include, and Buyer is responsible to pay, freight insurance, freight forwarding fees, ~~taxes~~, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. ~~All applicable sales, use, value added, excise and all other federal, state, local or foreign taxes will be invoiced in addition to the price of the goods and services unless Seller receives a copy of a valid exemption certificate from Buyer prior to delivery.~~ Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Seller. Unless otherwise specified by Seller in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Limitation of Interest. Through the purchase of Seller products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Seller will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, or Seller's inability to obtain goods from its usual sources.

Warranty Seller warrants its products and services in accordance with the terms of the limited warranties located at https://www.stryker.com/content/dam/stryker/ems/resources/warranty-statements/device_warranty_statement.pdf.

The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Seller makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Seller shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, together with such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Seller.

No Debarment. Each party represents and warrants that neither it nor any of its directors, officers, and employees: (a) are currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (b) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (c) are not under investigation which may result in such party being excluded from participation in such programs.

Choice of Law. The rights and obligations of Seller and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Proper Reporting. Buyer will comply with all applicable laws and regulations relating to the accounting and application of discounts, including but not limited to all Federal and State laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the discount "safe harbor" located at 42 C.F.R. 1001.952(h). Pricing under this Agreement may constitute discounts on the purchase of Products, and must be properly reported and appropriately reflected as required by law or contract, including on all applicable Medicare, Medicaid and state agency cost reports.

Insurance. Seller will maintain adequate general liability insurance, including coverage for products, liability and completed operations, and workers' compensation and employer's liability insurance against any claim or claims, which might arise out of Seller's performance of its obligations hereunder. Seller has the right to self-insure to comply with this requirement. When requested by Buyer, Seller will furnish an insurance certificate signed by an authorized agent evidencing such insurance coverages.

Confidential Information. The parties hereto shall hold in strictest confidence any information and materials that are related to the business of the other party hereto or are designated by any such party as proprietary and confidential, herein or otherwise ("Confidential Information"). The parties hereby covenant that they shall not disclose such Confidential Information to any third party without prior written authorization of the party to whom such information relates. The parties agree that any breach or threatened breach of this clause would cause irreparable harm to the other party, that a remedy at law may be inadequate to remedy such a breach or threatened breach, and that this clause may be enforced by way of a restraining order or injunction in addition to any other available legal remedies. **Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which constitutes a public record pursuant to Chapter 119, Florida Statutes (known as Florida's Public Records Act).**

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Seller:

Delivery. Unless otherwise specified by Seller in writing, delivery shall be FOB Seller's point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Seller will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Seller of any claim for product damage or nonconformity. Seller, at its sole option and discretion, may repair or replace a product to bring it into conformity. Payment of Seller's invoice is not contingent on immediate correction of nonconformities. Buyer agrees that 30 days following receipt of shipment is a reasonable time frame within which to diligently inspect the products received and provide notice to Seller, and Buyer waives any right to reject the shipment or revoke acceptance thereafter.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of ProCare Services.

Service Plans. Seller shall provide services according to the applicable Service Plan purchased by Buyer and described at <https://www.stryker.com/us/en/emergency-care/services/procare.html> for the length of the subscription purchased and for the devices specified as covered by the Service Plan. In addition to the General Terms above, the terms and conditions located at <https://techweb.stryker.com> apply to all ProCare Service Plans.

Additional Terms Regarding Wireless-Enabled Devices.

In addition to the General Terms above, the data services provided by a third party are pursuant to the following terms:

Payments. Payments to Seller are non-refundable as they are incorporating into the pricing of the connected devices.

Geolocation. Buyer is responsible for maintaining the actual location of the devices within their facilities, property or buildings.

Not Wireless Provider. Seller has contracted with an outside data services provider for the provision of services on behalf of Buyer. Seller is not a telecommunications services company nor does it possess any telecommunications personal property.

Security. Buyer has the sole responsibility for ensuring the security of its network and data. Buyer will take reasonable measures to protect against unauthorized access.

No Guarantee. SELLER DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED. Seller is not responsible for any consequential damages caused in any way by Buyer's hardware, software, network or other Buyer responsibilities.

Additional Terms for Purchase and Sale of LIFELINKcentral.

In addition to the General Terms above, the following terms apply to purchases of Seller's LIFELINKcentral AED Program Manager:

LIFELINKcentral Services. Seller shall provide services according to the applicable LIFELINKcentral AED Program Manager purchased by Buyer and described at <https://www.stryker.com/us/en/emergency-care/products/lifelink-central.html> for the length of the subscription purchased.

Buyer's Duties. Buyer shall:

- Take reasonable steps to notify building occupants and guests of its emergency response program and how to access it including initial and periodic email reminders, signage and visible placement of AED devices in facilities.
- Use AEDs and/or other medical equipment in accordance with the standing orders, protocols or other instructions as may be provided by Seller whether in written form or otherwise (e.g. instructions from a licensed physician) and assure that AEDs are used and maintained according to the applicable manufacturer's labeling and instructions.
- Notify Seller within 24 hours after an AED is connected to a person— even if a shock is not delivered (an "Event") and keep records of the Event for one year. Buyer shall assist Seller in its review of all Events, and provide Seller with information it reasonably requests regarding such Event.
- Notify Seller immediately when an AED is in need of service.
- Provide Seller with all information that Seller reasonably requests in connection with Seller's performance of medical authorization and direction services for Buyer.
- Notify Seller as soon as possible after a material change in the information submitted to Seller as part of this Agreement.

Training Requirements. Buyer understands that Seller recommends potential users of AEDs participate in a nationally recognized AED training session. Buyer understands that such training may be required by the state in which the AED is located in order to receive limited immunity from civil liability under Good Samaritan laws. Seller can provide names of nationally recognized training organizations.

Good Samaritan Laws. Good Samaritan protection varies from state to state. Under certain situations, Good Samaritan Laws protect individuals from liability where they render first aid in good faith to persons in need without compensation. Seller makes no representation or warranty that Good Samaritan Laws will protect Buyer and/or its employees or agents. It is up to Buyer to make this assessment.

Additional Terms for Purchase and Sale of Software Licenses and Software-as-Service.

In addition to the General Terms above, software and software-as-service is licensed (not sold) pursuant to the following terms:

Licenses. Upon full payment, Seller will grant to Buyer the licenses to the software and/or software-as-service ordered by Buyer according to the Software and Hosting Terms & Conditions and applicable Product Addenda located at <https://www.strykeremergencycare.com/software-hosting>. The duration of each license is the term of the subscription purchased by Buyer.

Term. Customer's subscription shall commence on the date that Stryker accepts Customer's order ("Commencement Date") and remains in effect for term of the subscription that is specified in the applicable Ordering Document. Customer may terminate this Agreement at any time after the one-year anniversary of the Commencement Date by providing ninety (90) days' prior written notice. In the event of such early termination by Customer, Stryker shall refund the remaining portion of the subscription fee, less an administration fee of 10% of such remaining portion. The remaining portion shall be determined by allocating the subscription fee based on the number of full calendar months remaining until expiration of the term specified in the Ordering Document.

~~**Automatic Renewal.** This Agreement will automatically renew upon its expiration for a period equal to the Term set forth in the applicable Ordering Document unless it is terminated in writing thirty (30) days prior to the end of the Term. Pricing for automatic renewals shall be based on current list price, less any percentage discount Customer received on its initial order.~~

Suspension & Termination of Service. Stryker may suspend access to Stryker Software if Customer's invoices become thirty (30) days past due. Stryker may terminate this Agreement if Customer's invoices become sixty (60) days past due.

Availability of Stryker Software. Stryker will take commercially reasonable steps to ensure that the Stryker Software is available twenty-four (24) hours a day except for scheduled maintenance and backups. Backups will be scheduled at times to provide minimal impact to Customer's business activity. Stryker will take commercially reasonable steps to maintain data integrity in any backup. However, Stryker will not be responsible for loss of data or data integrity so long as Stryker has performed the backup in a commercially reasonable manner.

Last Updated September/2022



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621655C-9	07/31/2022	07/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF OCALA
110 SE WATULA AVE
OCALA FL 34471-2180

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Title	FOR REVIEW - Stryker Medical Quote No. 10464118 w/ Terms and...
File name	FOR CITY ATTORNEY...er 14 Agenda).pdf
Document ID	1507912609c7d3b765fcbaae76361411540dfdfa
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

12 / 06 / 2022

13:40:21 UTC-5

Sent for signature to Stryker Medical
(ted.piper@stryker.com), William E. Sexton
(wssexton@ocalafl.org), Ire Bethea Sr. (ibethea@ocalafl.org)
and Angel Jacobs (ajacobs@ocalafl.org) from
biverson@ocalafl.org
IP: 216.255.240.104



VIEWED

12 / 06 / 2022

13:49:56 UTC-5

Viewed by Stryker Medical (ted.piper@stryker.com)
IP: 184.91.98.226



SIGNED

12 / 06 / 2022

15:56:36 UTC-5

Signed by Stryker Medical (ted.piper@stryker.com)
IP: 216.184.45.79



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12 / 06 / 2022

18:44:54 UTC-5

Viewed by William E. Sexton (wssexton@ocalafl.org)
IP: 216.255.240.104



SIGNED

12 / 06 / 2022

18:45:20 UTC-5

Signed by William E. Sexton (wssexton@ocalafl.org)
IP: 216.255.240.104



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Status	● Signed

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 SIGNED	12 / 12 / 2022 11:01:55 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 COMPLETED	12 / 12 / 2022 11:01:55 UTC-5	The document has been completed.

Certificate Of Completion

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