

**AGREEMENT NO.** \_\_\_\_\_

**INDEPENDENT CONTRACTOR'S AGREEMENT**

[Over \$40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **WAYFARER JOURNEY**, a Delaware Corporation authorized to do business in California (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, CITY does not have expertise currently on staff to produce GPS-enabled driving tour content; and

**WHEREAS**, a GPS-enabled driving tour would create unique marketing messages to encourage visitor spending that will, in turn, generate sales tax and Transient Occupancy Tax (TOT) revenues to CITY; and

**WHEREAS**, CITY issued a Request for Proposals (RFP) on March 23, 2023 for a provider that could collaboratively develop, design and produce new GPS-enabled Bakersfield driving tour content for use by visitors and residents and CONTRACTOR submitted a proposal in response to that RFP; and

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of producing and distributing GPS audio tours; and

**WHEREAS**, CITY desires to engage CONTRACTOR, and CONTRACTOR accepts such engagement, to develop, design and produce new GPS-enabled CITY driving tour content as described in the terms and subject to the conditions set forth below; and

**WHEREAS**, CONTRACTOR shall promote the tour across its platform and social media communities and the tour shall be branded as a "Wayfarer Journey Tour Sponsored by Visit Bakersfield"; and

**WHEREAS**, CONTRACTOR shall display a "Sponsored by Visit Bakersfield" badge on all marketing materials regarding the tour; and

**WHEREAS**, CONTRACTOR welcomes CITY's local knowledge, invites CITY's input and guidance, and desires to provide its Services to CITY pursuant to a collaborative process.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: CONTRACTOR shall produce one (1) GPS-based driving tour for CITY as described in the Wayfarer Journey Proposal for GPS-Audio Driving Tour dated April 10, 2023, **Exhibit A** which is attached hereto and incorporated by reference herein ("Scope of Work"). CITY will have the unlimited right to use audio, video/photography (if available) and other CONTRACTOR-produced tour assets for marketing, public relations, social media posts and promotional purposes. CONTRACTOR will be advised in advance of use and will make available to CITY a file with the audio clips from the tour. The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.
2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"): In the first year of this Agreement, CITY shall pay CONTRACTOR a Fee in the amount of Seventy-Five Thousand Dollars (\$75,000) in the following three installments: (1) Thirty-Seven Thousand Five Hundred Dollars (\$37,500) after full execution of this agreement; (2) Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) after receiving the first draft of the tour script; and (3) Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) upon completion of the full scope of work completed to CITY's satisfaction. Thereafter CITY will pay CONTRACTOR a Ten Thousand Dollar (\$10,000) Licensing Fee for Year 2 and a Ten Thousand Dollar (\$10,000) Licensing Fee for Year 3. Additional fees that may be



incurred by CITY are Seven Thousand Five Hundred Dollars (\$7,500) if CITY requests the tour to be created in a language other than English.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than One Hundred Two Thousand Five Hundred Dollars (\$102,500) for performing the Scope of Work.

CONTRACTOR and CITY shall share revenue generated by CONTRACTOR through its mobile applications and platform as described in **Exhibit A**.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on February 1, 2027.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees.

This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.



13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
16. **INSURANCE.**
- 16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
- 16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

**16.1.2 Commercial general liability insurance**, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

**16.1.2.1** Provide contractual liability coverage for the terms of this Agreement;

**16.1.2.2** Provide products and completed operations coverage;

**16.1.2.3** Provide premises, operations, and mobile equipment coverage; and

**16.1.2.4** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

**16.1.3 Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and



designated volunteers.

## **16.2 General Provisions Applying to All Insurance Types.**

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic

Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

**16.2.6** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

**16.2.7** Unless otherwise approved by CY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

**17. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third-party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

**18. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

**19. ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts,



actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:



**CITY:** CITY OF BAKERSFIELD  
CITY HALL  
1600 Truxtun Avenue  
Bakersfield, California 93301

**CONTRACTOR:** WAYFARER JOURNEY  
5737 Kanan Road, Suite #112  
Agoura Hills, California 91301

**32. RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

**33. TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

**34. TAX NUMBERS.**  
CONTRACTOR's Federal Tax ID Number **82-3219879**  
CONTRACTOR is a corporation? Yes X // No \_\_\_ (Please check one.)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"  
**WAYFARER JOURNEY**


By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By:  \_\_\_\_\_  
**RIC ARTHUR**  
Chief Executive Officer

APPROVED AS TO CONTENT:  
**CITY MANAGER'S OFFICE**

By:   
**C. SCOTT ANDREWS**  
Assistant City Manager

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**ELIZABETH VILLANUEVA**  
Deputy City Attorney

Insurance: 

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Attachment: Exhibit A: Wayfarer Journey Proposal for GPS-Audio Driving Tour  
April 10, 2023



Exhibit A

## Visit Bakersfield

### Request for Proposal (RFP) for GPS-Audio Driving Tour April 10, 2023



**NAME:** Visit Bakersfield  
**ADDRESS:** 515 Truxtun Ave., Bakersfield, CA 93301  
**CONTACT:** David Lyman, Manager  
dyman@VisitBakersfield.com // (661) 852-7282  
**WEBSITE:** www.visitbakersfield.com

**NAME:** Wayfarer Journey  
**ADDRESS:** 5737 Kanan Rd, Agoura Hills, CA, 91301  
**CONTACT:** Richard Arthur, Founder and CEO  
ric@wayfarerjourney.com // (323) 384-7428  
**WEBSITE:** www.wayfarerjourney.com

## COMPANY STORY

Wayfarer-Journey was founded in 2017 by TV writer and Navy officer, Ric Arthur. The company brings together the curiosity inspired by his Navy voyages and the professional storytelling ability that he learned while on hit TV shows such as *NCIS*, *The Last Ship*, and *Hawaii Five-O*.

In 2020, Wayfarer launched the IOS version of the app, along with our flagship tour of Malibu. From there, things started to move quickly. In 2021, Wayfarer launched the Android version of the app and our second tour through Hollywood. Wayfarer was able to expand further by partnering with Visit Modesto in 2022 to launch the *Almond Blossom Cruise* through the almond orchards of the Central Valley. This proved to be a hugely successful partnership (including a 60% year over year increase in visitor spending during the almond blossom season). From the *Almond Blossom Cruise's* popularity and favorable press, Wayfarer was able to renew and secure new contracts with Visit Modesto and also Yolo County.

In early 2023, Wayfarer launched 5 new tours: ***SpaceQuest*** (L.A.'s role in humankind's quest for space), ***Las Vegas***, ***Modesto's Street Art***, a revamped ***Almond Blossom Cruise*** tour, and Modesto's ***Fruits and Roots*** (a tour through the family farms of Modesto).

Wayfarer continues to evolve, grow, and re-invest in its technical foundation. We continuously update our IOS and Android apps, building in new capabilities such as walking tours and 100% offline functionality, which helps those traveling in more remote areas with limited broadband capacity. Through these investments we are constantly improving and staying ahead of the curve, allowing us to better serve and promote our current and future clients.

Wayfarer is excited for all that will come next and will always strive to be the leader in this rapidly changing and growing industry.

### IDENTIFY PROVIDER'S PRINCIPAL CONTACT(S) AND ASSOCIATED TEAM, IF APPLICABLE

Ric Arthur, Caroline Schreiber, and Jason Wade will be our main *waypoints of contact* for this project. Their titles and contact info is listed below.

**Ric Arthur:**

Producer, writer, and researcher  
ric@wayfarerjourney.com



**Caroline Schreiber:**

Producer and Writer  
schreibercreations@gmail.com

**Jason Wade**

Chief Product Officer  
jason@wayfarerjourney.com

**SUMMARY OF PROVIDER'S PRINCIPAL CONTACTS, AND TEAM'S DEPTH OF EXPERIENCE IN ACCOMPLISHING PROJECTS OF THIS TYPE**

**Ric Arthur**

**FOUNDER and CEO (and Writer/Producer)**

Ric Arthur founded Wayfarer-Journey, which uses new media to tell GPS-cued documentary stories to users on road trips and trials. He is also a TV writer and a Captain in the U.S. Navy, with expertise in operational design, East Asia security policy, and Veteran-related policy. He's written for several prominent TV shows, including *The Last Ship*, *Hawaii Five-O*, *NCIS*, and *Commander in Chief*. Ric has also contributed commentary and bylines to Proceedings, Huffington Post, Navy Times, the Harvard Crimson, and, most notably, as Salty Sam for the Naval Academy humor magazine, *The Log*. He recently co-wrote a collection of best-practice case studies in Veteran-focused philanthropy (*Serving Those Who Served*).

He is currently also the director ("Showrunner") of FORCE WRITERS ROOM, a cadre of writers, futurists, warfighters, and technologists. With this team, he rapidly imagines and dramatizes future combat use cases to provide DoD decision-makers with the look, touch, and feel of the future.

Ric received his B.S. at the U.S. Naval Academy and M.A. at Harvard University.

**Jason Wade**

**Chief Product Officer**

Jason has over 20 years of digital product and design leadership experience across a broad range of products, platforms and industries. He is passionate about travel, storytelling, music and creating experiences that surprise and delight.

**Caroline Schreiber**  
**Executive Producer**

Caroline Schreiber is our Executive Producer. As a screenwriter in Los Angeles, she's worked on shows like *Reign*, *Spinning Out*, and the upcoming historical drama, *Cordoba*. A huge history buff and avid traveler, Caroline enjoys exploring all things niche and noteworthy.

**A DESCRIPTION OF HOW THE SCOPE OF WORK WILL BE IMPLEMENTED, INCLUDING HOW YOU WOULD HANDLE REVISIONS AND UPDATES TO THE TOUR(S). PLEASE ADDRESS RESPONSE TIME FOR FAILURES AND/OR MALFUNCTIONS**

**Sequence of Steps to Implement Scope of Work:**

- **Step 1:** Wayfarer writer and producer will conduct one or more research trips to Bakersfield. During this time some audio interviews will be conducted with subjects.
- **Step 2:** Based on research an outline will be produced and delivered to Visit Bakersfield POC for input and concurrence.
- **Step 3:** From the concurred outline, a 1st draft of script will be written and delivered to Visit Bakersfield for input and concurrence.
- **Step 4:** Based on notes from the 1st draft, Wayfarer will write and deliver the 2nd draft of the script to Visit Bakersfield for input and concurrence.
- **Step 5:** Wayfarer will create scratch audio and build a tour in the app for testing.
- **Step 6:** Wayfarer and Visit Bakersfield will both test the tour and provide notes. Based on these notes the tour script and location of Waypoints will be adjusted.
- **Step 7:** The production draft of the script will be produced.
- **Step 8:** Production audio will be recorded, edited, sound-designed, and scored.
- **Step 9:** Visit Bakersfield and Wayfarer will conduct final tests and make final adjustments.
- **Step 10:** Tour will be made available to the general public in coordination with Visit Bakersfield.

**Updates:**

The tour will be revised yearly as per our license agreement.



**Malfunctions:**

Since launching in 2020, the app has never been down for more than 24 hours. Should any unforeseen problems arise however, we have an experienced tech team in place to address potential emergencies.

**ITEMIZED BUDGET (PLEASE NOTE THAT VISIT BAKERSFIELD RESERVES THE RIGHT TO POSTPONE OR DELETE BUDGET ITEMS)**

**A) Tour Production Costs: \$75,000**

The following itemized budget is an estimate and actual costs will vary by workforce availability and market rates.

- Writers and researchers: \$20,000
- Production Talent: \$20,000
- Technical team for website, iOS, and Android implementation: \$30,000
- Project Management: \$5,000
- 1st-year licensing costs: Included with production costs

**B) Licensing Fee for Years 2 and 3: \$10,000 per a year**

- a) Licensing Fee covers base technical usage of tour hosted on Wayfarer app, including direct customer support for app issues.
- b) Licensing Fee covers up to 6 waypoint updates; additional waypoint updates at an additional \$2,000 a waypoint.

**Total 3-Year Budget Estimate: \$95,000**

**COST TO THE CUSTOMER, IF ANY, FOR DOWNLOADING THE TOUR(S)**

This is negotiable with the client. Wayfarer's philosophy is that consumers will value what values itself. In other words, a tour that is free will have less value than a tour that has some cost associated with it. Typically we aim to sell tours starting from \$14.99 to \$19.99. There may be opportunities to request grant money to offer a limited number of free tours, but Visit Bakersfield will be responsible for those grant submissions.

## **REVENUE SHARING, IF ANY, WITH VISIT BAKERSFIELD FROM DOWNLOADING OF THE TOUR(S)**

Wayfarer wants to align the interests of both parties in pursuit of success of the tour in overall satisfaction, number of tours taken, economic impact, among others.

Wayfarer and Visit Bakersfield shall share revenue generated by Wayfarer through its mobile apps and platform. Visit Bakersfield shall receive fifteen percent (15%) of the net revenues of Wayfarer attributable to user purchases of the Tour.

## **TIMELINE TO COMPLETE THE PROJECT**

We estimate a timeline of 5 months from execution of contract to tour delivery for users on both iOS and Android. Wayfarer will submit a final timeline after the engagement begins and initial discovery meetings confirm the timeline works for the client. Wayfarer requests Visit Bakersfield appoint a project manager whom Wayfarer can work with directly to maintain project schedules and goals on a weekly and sometimes daily basis.

### **Pre-Production Phase - (Months 1 to 3):**

This period success depends on the ability to identify interviewees and conduct interviews, as well as getting approval on a final script.

- Wayfarer writers and producers will travel to the location for research and interviews.
- Based on research/interviews an outline and initial draft script will be produced and delivered to the client for input and concurrence.
- Based on feedback and client input a Final script will be produced.

### **Production Phase - (Months 3 to 5):**

This period's success depends on the ability to gain timely approval.

- Wayfarer will create a scratch audio tour and build a draft tour in the app for testing.
- Wayfarer and Client will both test the tour and provide notes. Waypoints will be adjusted according to notes and feedback.
- The production draft of the script will be produced and professional talent recorded.
- Final test and adjustments take place for quality control
- Tour will be launched and available for the general public to download and use.



## **PROFESSIONAL REFERENCES (MINIMUM OF THREE)**

### **Reference One:**

Todd Aaronson  
CEO  
Modesto Convention & Visitors Bureau  
Modesto, California

Wayfarer Journey has worked closely with Todd Aaronson and Visit Modesto on a number of projects and tours.

Office Phone: (209) 526-5588  
E-mail Address: todd@visitmodesto.com

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### **Reference Two:**

Chris Raney  
Onscreen Personality, Influencer  
Yellow Productions  
Irvine, CA

Wayfarer has worked closely with Chris Raney on several of our tours, including all three Modesto tours, the Yolo County tour, and the Las Vegas Tours.

Office Number: (619) 518-4995  
Email Address: chris@yellow-productions.com

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### **Reference Three:**

Scott Goldman  
Partner  
Frankfurt, Kurnit, Klein, & Selz  
Los Angeles, CA

Scott Goldman has worked with Wayfarer in various capacities since 2017.

Office Number: (310) 579-9617  
Email Address: sgoldman@fkks.com



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
02/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com  <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hiscox Insurance Company Inc	10200														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Wayfarer Journey 5137 TENDILLA AVE Woodland Hills, CA 91364															

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.275.776.3	05/18/2023	05/18/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.272.642.3	05/18/2023	05/18/2024	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, It's mayor, council, officers, agents, employees and volunteers are listed as additional insured subject to policy terms and conditions.

**CERTIFICATE HOLDER**

The City of Bakersfield, It's mayor, council, officers, agents, employees and volunteers  
 1600 Truxtun Ave  
 Bakersfield, CA 93301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# Declarations Page



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**  
104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

## Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	<input type="text" value="May 25, 2023"/>	
Policy No.:	<input type="text" value="P100.275.776.3"/>	
Named Insured:	<input type="text" value="Wayfarer Journey"/>	
Address:	<input type="text" value="5137 TENDILLA AVE"/> <input type="text" value="Woodland Hills, CA 91364"/>	
Email Address:	<input type="text" value="rcarthur@gmail.com"/>	
Policy period:	From: <input type="text" value="May 18, 2023"/>	To: <input type="text" value="May 18, 2024"/>

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	<input type="text" value="Corporation"/>
Each Occurrence Limit:	<input type="text" value="\$1,000,000"/>
Damage to Premises Rented to You Limit:	<input type="text" value="\$100,000"/> <input type="text" value="Any one premises"/>
Medical Expense Limit:	<input type="text" value="\$5,000"/> <input type="text" value="Any one person"/>
Personal & Advertising Injury Limit:	<input type="text" value="\$1,000,000"/> <input type="text" value="Any one person or organization"/>
General Aggregate Limit:	<input type="text" value="\$2,000,000"/>
Products/Completed Operations Aggregate Limit:	<input type="text" value="Products-completed operations are subject to the General Aggregate Limit"/>
Supplemental Business Personal Property Floater Coverage Limit:	<input type="text" value="\$0"/>
Supplemental Business Personal Property Floater Coverage Deductible:	<input type="text" value="Not Applicable"/>

All Premises You Own, Rent or Occupy

Premises Number:	<input type="text" value="1"/>
Address:	<input type="text" value="5137 TENDILLA AVE"/> <input type="text" value="Woodland Hills, CA 91364"/>
Total Premium:	<input type="text" value="350.00"/>
Attachments:	<input type="text" value="See attached Forms and Endorsements Schedule."/>





**HISCOX INSURANCE COMPANY INC. (A Stock Company)**  
104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

A handwritten signature in blue ink, appearing to read "Ken", with a stylized flourish extending to the right.

President

A handwritten signature in blue ink, appearing to read "Jeff Henry", with a long horizontal flourish extending to the right.

Secretary

A handwritten signature in blue ink, appearing to read "Ken", with a stylized flourish extending to the right.

Authorized Representative



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**  
104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

## Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations  
INT D001 01 10 - Forms and Endorsements Schedule  
CGL E5410 CW (03/10) - Policy Changes  
CG 20 26 07 04 - Additional Insured - Designated Person or Organization





# Endorsements



Hiscox Insurance Company Inc.

Policy Number: P100.275.776.3  
 Named Insured: Wayfarer Journey  
 Endorsement Number: 20  
 Endorsement Effective: 05/25/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## POLICY CHANGES

This endorsement will not be used to decrease coverage, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties	<input checked="" type="checkbox"/> Coverage Forms and Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Located Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/> <b>NO CHANGES</b>	<input type="checkbox"/> <b>TO BE ADJUSTED AT AUDIT</b>	<b>ADDITIONAL PREMIUM</b>	<b>RETURN PREMIUM</b>
		\$	\$



**POLICY CHANGES ENDORSEMENT DESCRIPTION**

It is understood and agreed that effective 05/25/2023, Endorsement # 21 entitled Additional Insured - Designated Person or Organization is added.

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All other terms and conditions remain unchanged.



Hiscox Insurance Company Inc.

Policy Number: P100.275.776.3  
Named Insured: Wayfarer Journey  
Endorsement Number: 21  
Endorsement Effective: 05/25/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
The City of Bakersfield, It's mayor, council, officers, agents, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





Richard Arthur  
CEO Wayfarer  
5137 Tendilla Ave  
Woodland Hills, CA 91364

28 APR 23

To Whom it May Concern:

In accordance with the conversation that I just had with the City of Bakersfield, Risk Management office, the following statement is provided with regard to auto insurance liability.

Wayfarer-Journey does not own any vehicles. Should anyone in connection with preparing this tour drive, it will be in their personal automobile and under their personal auto insurance.

Please contact me with any questions. 323-384-7428

Thank you,

A handwritten signature in black ink, consisting of a large, stylized capital letter "R" followed by a horizontal line extending to the right.

Ric Arthur  
CEO, Wayfarer



**BAKERSFIELD**

THE SOUND OF *Something Better*

Workers' Compensation Coverage  
Exemption Declaration

**The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:**

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.


I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 28 APR 23

Name: Richard Arthur

(Print or type)

Name: 

(Signature)

Company Name (if any): Wayfarer-Journey

Title: CEO

Telephone: 323-384-7428

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.



**Certificate Of Completion**

Envelope Id: 1095E7FE81DE4EF58D1ECD42A9008B77

Status: Completed

Subject: Complete with DocuSign: Wayfarer Journey- Independent Contractor's Agreement - 6-2-2023 .pdf

Source Envelope:

Document Pages: 30

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

City Clerk's Office

AutoNav: Enabled

city\_clerk@bakersfieldcity.us

Envelope Stamping: Enabled

IP Address: 174.46.226.5

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: City Clerk's Office

Location: DocuSign

6/9/2023 12:02:37 PM

city\_clerk@bakersfieldcity.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Bakersfield

Location: DocuSign

**Signer Events**

Ric Arthur

rcarthur@gmail.com

CEO

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



11070F912BDB466...

Signature Adoption: Pre-selected Style  
Using IP Address: 104.33.213.165**Timestamp**

Sent: 6/9/2023 12:03:50 PM

Viewed: 6/9/2023 12:49:51 PM

Signed: 6/9/2023 12:53:54 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/9/2023 12:49:51 PM

ID: 5af500dc-6c3e-4620-a523-a9db936437c3

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/9/2023 12:03:51 PM

Certified Delivered

Security Checked

6/9/2023 12:49:51 PM

Signing Complete

Security Checked

6/9/2023 12:53:54 PM

Completed

Security Checked

6/9/2023 12:53:54 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Bakersfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact City of Bakersfield:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [City\\_clerk@bakersfieldcity.us](mailto:City_clerk@bakersfieldcity.us)

#### **To advise City of Bakersfield of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [City\\_clerk@bakersfieldcity.us](mailto:City_clerk@bakersfieldcity.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from City of Bakersfield**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [City\\_clerk@bakersfieldcity.us](mailto:City_clerk@bakersfieldcity.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with City of Bakersfield**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [City\\_clerk@bakersfieldcity.us](mailto:City_clerk@bakersfieldcity.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bakersfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Bakersfield during the course of your relationship with City of Bakersfield.