



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager
MONICA E. TAYLOR
Assistant Records Manager

May 1, 2013

Mr. Timothy VanKirk, MAI
President
Assessment Advisors, LLC
736 North Western Avenue, #393
Lake Forest, Illinois 60045

RE: IncomeWorks Software License Agreement

Dear Mr. Vankirk:

Enclosed is a **fully executed copy** of the *IncomeWorks Software License Agreement*, approved during the April 16, 2013, Baldwin County Commission meeting, between the Baldwin County Commission and Assessment Advisors, LLC, to provide the Baldwin County Revenue Commission with an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multi family, office, and retail properties. This *Agreement* will commence on the date it is signed by both parties and terminate on December 31, 2014. The Licensee may, at its option, renew this *Agreement* as set forth in Paragraph 8 [Payments and Delivery] Section [b].

If you have any questions or need further assistance, please do not hesitate to contact Teddy Faust, Revenue Commissioner, at (251) 937-0245.

Sincerely,


ANU GARY, Records Manager
Baldwin County Commission

AG/met Item EF1

cc: Teddy Faust, Revenue Commissioner
Walt Lindsey
Susan Hill
Erica Christmas

ENCLOSURE

Assessment Advisors' rights in Assessment Advisors Property of which Licensee becomes aware and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Unless the parties agree otherwise, Assessment Advisors or its licensor will bear all costs in prosecuting any legal action for infringement and will reimburse Licensee for any reasonable out-of-pocket expenses over and above Licensee's normal operating costs incurred by Licensee in cooperating with Assessment Advisors, provided Licensee supports its reimbursement request with receipts. Assessment Advisors and its licensor have the right to pursue any infringement or violation that it deems necessary or appropriate in its sole discretion and neither Assessment Advisors nor its licensor are under any obligation to handle the infringement or violation to the satisfaction of Licensee. Licensee will not prosecute any legal action for infringement of Assessment Advisors Property without Assessment Advisors' prior written consent.

7. **Term.** This Agreement will commence on the Effective Date and terminate December 31, 2014. Licensee may, at its option, renew this Agreement as set forth in Paragraph 8 (**Payments and Delivery**) section (b).
8. **Payments and Delivery.**
 - (a) Licensee will pay Assessment Advisors a license fee, for the initial term set forth in Paragraph 7 (**Term**), of \$29,000.00, payable as follows:
 - (i) Twenty-Nine Thousand Dollars which is non-refundable and due on the Effective Date.
 - (ii) Authorized Application Options and Features per the written proposal dated January 24, 2013.
 - (iii) Prior to release, Licensee will provide Assessment Advisors with contact information for Licensee's Authorized Users. The number of Authorized Users is not restricted; access, however, is restricted as stated in Paragraph 1.
 - (iv) On or around the Initial Release Date (estimated at 60 days after receipt of executed Agreement and Payment), Assessment Advisors will deliver to Licensee usernames and passwords for Authorized Users, required to access Assessment Advisors' website from the computer networks identified in Paragraph 1 (**Grant of Non-Exclusive License**).
 - (b) If Licensee wishes to renew this Agreement, the license fee in (a) above is subject to a 5% increase over the prior year cost.
9. **Maintenance.** During the Term of this Agreement, Assessment Advisors will provide Licensee with access to any corrected or enhanced versions of the Software developed by Assessment Advisors via the IncomeWorks website. Such enhancement may include modifications to the Software that increase the efficiency or ease of use of the Software, but will not include any substantially new or rewritten version of the Software. During the term of this Agreement, Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter, provided, however, that Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered in a manner not expressly authorized by Assessment Advisors in writing, (iii) Software use inconsistent with the Authorized Application or (iv) Software used in an operating environment or hardware platform other than that for which it has been designed.
10. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants the Software will operate in a manner consistent with that described in Paragraph 2 (**Software Definition and Description**). If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be repair of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. No agent of Assessment Advisors is authorized to make any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within the applicable Statute of Limitations of the State of Alabama.
11. **Warranty Disclaimer.** Except as explicitly set forth in Paragraph 10 (**Limited Warranty**), Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose (even if Assessment Advisors or its licensor have been informed of such purpose) with respect to the Software and services, and with respect to the use of any of the foregoing.
12. **Limitation of Liability.** Except for breach of Paragraph 5 (**Licensee Obligations and Restrictions**) or Paragraph 18 (**Confidentiality**) neither Licensee, Assessment Advisors, nor Assessment Advisors' licensor will be liable for any indirect, incidental, special or consequential damages, damages for loss of revenues or profits, loss of use, business interruption, or loss of data, whether in an action in contract or tort, even if the party has been advised of the possibility of such damages. In no event will either party's liability for any damages exceed the total amount of fees paid to Assessment Advisors under this agreement in the one (1) year period preceding the claim.

13. **Indemnification.** Assessment Advisors will defend at its own expense and will indemnify and hold Licensee harmless from all claims, suits, and proceedings asserted or brought against Licensee based on a claim that the Software licensed under this Agreement constitutes an infringement of the intellectual property rights of any third party, provided that Assessment Advisors is promptly notified in writing and is given full and complete authority, information, and assistance for the defense of same. Assessment Advisors will not be responsible for any compromise made without its consent. If such Software is held to constitute infringement and its use is enjoined, Assessment Advisors may, at its election and expense, either obtain for Licensee the right to continue using such software, modify it so that it is not infringing, or accept Licensee's return of the Software and reimburse Licensee the total fees paid to Assessment Advisors under this Agreement. Assessment Advisors will not be liable to Licensee for indemnity to the extent that a claim of infringement is based upon the use of such software in combination with equipment, other software, or other devices for which such software was not designed or for uses other than those recommended by Assessment Advisors.
14. **Termination.** Either party may terminate this Agreement if the other party breaches a material term of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Termination will become effective immediately at the end of such 60-day period unless the breaching party completely remedies the breach within that period.
15. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated.
16. **Survival.** Termination or expiration of this Agreement will not relieve Licensee from paying all amounts accrued under this Agreement prior to termination and will not limit either party from pursuing any other available remedies. All terms in this Agreement which, by their nature, are intended to survive expiration or termination of this Agreement will survive expiration or termination.
17. **Injunctive Relief.** Copying, disclosure, or use in whole or in part of the Software or the ideas, methods or processes embodied in the Software, in a manner inconsistent with any provision of this Agreement will cause irreparable injury to Assessment Advisors for which Assessment Advisors will not have an adequate remedy at law. Assessment Advisors will be entitled to equitable relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions.
18. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software (including the proprietary real property data contained and accessed through the Software) is confidential information under this Paragraph. Use and distribution of reports generated by the Software, as deemed necessary for the conduct of Licensee's operations or provision of services consistent with the Authorized Application, shall not be deemed confidential. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge that the Licensee is a public entity, and Licensee shall be entitled to disclose any information required to be disclosed in accordance with any applicable laws, rules, or regulations.
19. **Notice.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered mail, return receipt requested, or (c) sent by overnight air courier, to the appropriate addresses set forth below. Any party may change its address for notice by written notice to the other parties. Notices will be considered to have been given at the time of actual delivery if delivered in person, three business days after posting if sent by registered mail, or one business day after delivery to an overnight air courier service.
20. **Force Majeure.** The parties will not incur any liability to the other parties on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the ability to meet financial obligations is expressly excluded. If any of these should occur, the party whose performance will be affected will immediately notify the other party in writing, explain how the party's performance may be affected, and give its best estimate of the how long it will be affected. The affected party will endeavor with due diligence to mitigate the effects on its performance.
21. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee (by operation of law or otherwise) in whole or in part, without Assessment Advisors' prior written consent. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Assessment Advisors (by operation of law or otherwise) in whole or in part, without Licensee's prior written consent. Assessment Advisors and Licensee both require the assignee to agree in writing to be bound by the terms of this Agreement.
22. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not

in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

- 23. **Invalidity.** If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 24. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. No terms, provisions or conditions of any rule, guideline, purchase order, acknowledgement or other Licensee form or policy will have any effect on the rights, duties or obligations of the parties hereunder or otherwise modify this Agreement, regardless of any failure of Assessment Advisors to object to such terms, provisions, or conditions. The headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 25. **Relationship of Parties.** The parties to this Agreement are independent contractors. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- 26. **Choice of Law.** This Agreement will be construed and governed by the laws of the State of Alabama applicable to agreements made and to be performed entirely in Alabama, USA without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
- 27. **Legal Actions.** Any legal action or proceeding relating to this Agreement shall be instituted in state court in Baldwin County, AL or federal court in Mobile County, AL. Assessment Advisors and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such action or proceeding. The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorney's fees and costs in connection with such action including such costs and attorneys' fees incurred in enforcing and collecting any judgment. Interest on any money judgment will accrue from the date the damages were sustained and will be at a 1.5% per month interest rate unless a different rate of interest is required by law.
- 28. **Allocation of Risks.** The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties.
- 29. **Authority.** Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto. Licensee warrants that only employees of Licensee will have access to or use the Software and Licensee will ensure that all such employees abide by all of the terms and conditions of this Agreement.

ACCEPTED AND AGREED:

Assessment Advisors

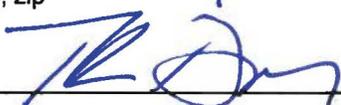
Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By: 
Timothy VanKirk, MAI
President

Date: 4/22/13

Licensee

Baldwin County Commission
Name of Licensee
312 COURTHOUSE SQUARE, SUITE 12
Street Address
BAY MINETTE, ALABAMA 36507
City, ST, zip

By: 

Print Name: TUCKER DARDEN
Title: CHAIRMAN

Date: 5.1.13





COUNTY COMMISSION

BALDWIN COUNTY
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ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

September 16, 2014

Mr. Timothy VanKirk, MAI
President
Assessment Advisors, LLC
736 North Western Avenue, #393
Lake Forest, Illinois 60045

RE: Renewal Amendment to IncomeWorks Software License Agreement

Dear Mr. Vankirk:

Enclosed, for your files, is a **fully executed copy** of the *Renewal Amendment to IncomeWorks Software License Agreement*, approved during the September 2, 2014, Baldwin County Commission meeting, between Assessment Advisors, LLC, and the Baldwin County (by and through the Baldwin County Commission), which extends the terms, to provide the Baldwin County Revenue Commission with an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multi-family, office, and retail properties. This *Agreement* shall be for a term of one (1) year, commencing on January 1, 2015, and terminating on December 31, 2015, per Renewal Amendment. The renewal fee of \$29,000.00 will be invoiced to Licensee September 1, 2014. Payment received in October 2014 will ensure release prior to the December 31, 2014, expiration date of the current term.

If you have any questions or need further assistance, please do not hesitate to contact Teddy Faust, Revenue Commissioner, at (251) 937-0245.

Sincerely,

MONICA E. TAYLOR
Assistant Records Manager
Baldwin County Commission

MET/cfc/Item BD2

cc: Teddy Faust, Revenue Commissioner
Walt Lindsey
Susan Hill

ENCLOSURE

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Baldwin County, Alabama, by and through the Baldwin County Commission ("Licensee") hereby agree to amend Section 7 and Section 8a of the IncomeWorks Software License Agreement ("Agreement"), said Agreement (attached hereto as Exhibit A) fully executed by the parties effective May 1, 2013, as follows:

- 1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
- 2. This Amendment constitutes renewal of the Agreement for a one year term, for the period of January 1, 2015 - December 31, 2015.
- 3. Renewal Data Release Year: IncomeWorks 2014, results as-of October 1, 2014.
- 4. Licensee will pay Assessment Advisors a license fee, for the one year renewal term set forth above, of Twenty-Nine Thousand Dollars [\$29,000] detailed as follows:

Prior Year Base License Fee	\$ 29,000
5% Increase per Agreement	+ 1,450
Courtesy Discount	- 1,450
IncomeWorks 2014 Renewal Fee	\$ 29,000

- 5. The renewal fee will be invoiced to Licensee September 1, 2014, to allow 30 days for payment processing and 60 days for Assessment Advisors to complete research for the renewal release. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2014 will ensure release prior to the December 31, 2014 expiration date of the current term.
- 6. On the release date for IncomeWorks 2014 (during December 2014, if renewal fee is received in October 2014) Assessment Advisors will email notification to Licensee's Authorized Users.
- 7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By: _____

Timothy VanKirk, MAI
President

Licensee

Name of Licensee

Street Address

City, ST, zip

By: _____

Print Name: _____

Title: _____

Date: _____



Baldwin County Commission

312 COURTHOUSE SQUARE

BALDWIN COUNTY, ALABAMA 36507

Charles F. Grober

CHARLES F. GROBER

CHAIRMAN, BALDWIN COUNTY COMMISSION

SEPTEMBER 9, 2014

Date: 9/5/14



BY: BV



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
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www.baldwincountyal.gov

EXHIBIT A

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

May 1, 2013

Mr. Timothy VanKirk, MAI
President
Assessment Advisors, LLC
736 North Western Avenue, #393
Lake Forest, Illinois 60045

RE: IncomeWorks Software License Agreement

Dear Mr. Vankirk:

Enclosed is a fully executed copy of the *IncomeWorks Software License Agreement*, approved during the April 16, 2013, Baldwin County Commission meeting, between the Baldwin County Commission and Assessment Advisors, LLC, to provide the Baldwin County Revenue Commission with an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multi family, office, and retail properties. This *Agreement* will commence on the date it is signed by both parties and terminate on December 31, 2014. The Licensee may, at its option, renew this *Agreement* as set forth in Paragraph 8 [Payments and Delivery] Section [b].

If you have any questions or need further assistance, please do not hesitate to contact Teddy Faust, Revenue Commissioner, at (251) 937-0245.

Sincerely,


ANU GARY, Records Manager
Baldwin County Commission

AG/met Item EF1

cc: Teddy Faust, Revenue Commissioner
Walt Lindsey
Susan Hill
Erica Christmas

ENCLOSURE

RECEIVED
APR 25 2013

INCOMeworks SOFTWARE LICENSE AGREEMENT

BY: 

This INCOMeworks® Software License Agreement ("Agreement") is entered into by and between Assessment Advisors, LLC, at the address indicated below ("Assessment Advisors") and Baldwin County, Alabama, by and through the Baldwin County Commission located at the address indicated below ("Licensee") and will become effective on the date it is signed by both parties named below ("Effective Date").

1. **Grant of Non-Exclusive License.** Assessment Advisors grants Licensee a non-exclusive, non-transferable license during the Term of this Agreement to access the Software on Assessment Advisors' website solely for the Authorized Application, and to print the reports generated by the Software for use for Licensee's internal office operations consistent with the Authorized Application.
2. **Software Definition and Description.** "Software" means collectively (I) the most current completed version of the INCOMeworks software released as of the date of this Agreement and (II) Updates, where "Update" means a subsequent release of the Software that is generally made available to licensees of the Software at no additional charge. Updates do not include any release or future product that Assessment Advisors licenses separately from the Software. The INCOMeworks Software contains the basic components of an income analysis for certain commercial real estate. It will provide basic information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, an overview of pertinent terminology, descriptions and examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities:
 - (a) Mass appraisal of income-producing real properties located in the territory where Licensee assesses taxes on income-producing real properties ("Territory") using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software, except the Software is not applicable to the types of properties identified as "Specialty" in the Software;
 - (b) As reference in tax appeals challenging the tax assessment;
 - (c) Instructional overview for Licensee of the typical steps involved in an income analysis;The Software is not a replacement for cost-based or other in-house value estimates and is to be used only for purposes of comparison and supplemental information. The Software is only for internal use by the Licensee in its normal course of business of assessing real property within the Licensee's Territory.
4. **Reservation of Rights.** Except for the license rights expressly granted to Licensee in Paragraph 1 (**Grant of Non-Exclusive License**) Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, or any patent, copyrights, trademark or other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, methods or processes embodied, or the whole or any part of the data incorporated, in the Software apart from the Software.
5. **Licensee Obligations and Restrictions.**
 - (a) Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application without Assessment Advisors' explicit prior written consent. To this end, Licensee will train all employees on the proper use of the Software consistent with the Authorized Application including, without limitation, ensuring that each employee using the Software reads and understands the "Overview," "What IncomeWorks Can Do," "What IncomeWorks Cannot Do", "Read Me - Assumptions and Limiting Conditions" pages of the Quick Start Guide.
 - (b) Licensee will use reports generated by the Software only for purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals or for other uses consistent with the Authorized Application; distribution of reports for purposes other than the Authorized Application require Assessment Advisors' prior written consent.
 - (c) Licensee will use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
 - (d) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents.
 - (e) Licensee will not modify, copy, duplicate, reproduce, license or sub-license the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Assessment Advisors.
 - (f) Licensee will not decompile, disassemble, or reverse engineer any portion of the Software or otherwise attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of the Software.
 - (g) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
6. **Ownership and Protection of Rights.** Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property") and all physical copies of materials related to the Software. Licensee will not do, or permit to be done, any act that would impair the rights of Assessment Advisors or its licensor to the Assessment Advisors Property. Licensee will not attack Assessment Advisors or its Licensor's rights in Assessment Advisors Property or the validity of this Agreement during the Term or thereafter. Licensee will cooperate with Assessment Advisors and its licensor in protecting Assessment Advisors' and its Licensor's rights in Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of any of

Assessment Advisors' rights in Assessment Advisors Property of which Licensee becomes aware and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Unless the parties agree otherwise, Assessment Advisors or its licensor will bear all costs in prosecuting any legal action for infringement and will reimburse Licensee for any reasonable out-of-pocket expenses over and above Licensee's normal operating costs incurred by Licensee in cooperating with Assessment Advisors, provided Licensee supports its reimbursement request with receipts. Assessment Advisors and its licensor have the right to pursue any infringement or violation that it deems necessary or appropriate in its sole discretion and neither Assessment Advisors nor its licensor are under any obligation to handle the infringement or violation to the satisfaction of Licensee. Licensee will not prosecute any legal action for infringement of Assessment Advisors Property without Assessment Advisors' prior written consent.

7. **Term.** This Agreement will commence on the Effective Date and terminate December 31, 2014. Licensee may, at its option, renew this Agreement as set forth in Paragraph 8 (**Payments and Delivery**) section (b).
8. **Payments and Delivery.**
 - (a) Licensee will pay Assessment Advisors a license fee, for the initial term set forth in Paragraph 7 (**Term**), of \$29,000.00, payable as follows:
 - (i) Twenty-Nine Thousand Dollars which is non-refundable and due on the Effective Date.
 - (ii) Authorized Application Options and Features per the written proposal dated January 24, 2013.
 - (iii) Prior to release, Licensee will provide Assessment Advisors with contact information for Licensee's Authorized Users. The number of Authorized Users is not restricted; access, however, is restricted as stated in Paragraph 1.
 - (iv) On or around the Initial Release Date (estimated at 60 days after receipt of executed Agreement and Payment), Assessment Advisors will deliver to Licensee usernames and passwords for Authorized Users, required to access Assessment Advisors' website from the computer networks identified in Paragraph 1 (**Grant of Non-Exclusive License**).
 - (b) If Licensee wishes to renew this Agreement, the license fee in (a) above is subject to a 5% increase over the prior year cost.
9. **Maintenance.** During the Term of this Agreement, Assessment Advisors will provide Licensee with access to any corrected or enhanced versions of the Software developed by Assessment Advisors via the IncomeWorks website. Such enhancement may include modifications to the Software that increase the efficiency or ease of use of the Software, but will not include any substantially new or rewritten version of the Software. During the term of this Agreement, Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter, provided, however, that Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered in a manner not expressly authorized by Assessment Advisors in writing, (iii) Software use inconsistent with the Authorized Application or (iv) Software used in an operating environment or hardware platform other than that for which it has been designed.
10. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants the Software will operate in a manner consistent with that described in Paragraph 2 (**Software Definition and Description**). If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be repair of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. No agent of Assessment Advisors is authorized to make any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within the applicable Statute of Limitations of the State of Alabama.
11. **Warranty Disclaimer.** Except as explicitly set forth in Paragraph 10 (**Limited Warranty**), Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose (even if Assessment Advisors or its licensor have been informed of such purpose) with respect to the Software and services, and with respect to the use of any of the foregoing.
12. **Limitation of Liability.** Except for breach of Paragraph 5 (**Licensee Obligations and Restrictions**) or Paragraph 18 (**Confidentiality**) neither Licensee, Assessment Advisors, nor Assessment Advisors' licensor will be liable for any indirect, incidental, special or consequential damages, damages for loss of revenues or profits, loss of use, business interruption, or loss of data, whether in an action in contract or tort, even if the party has been advised of the possibility of such damages. In no event will either party's liability for any damages exceed the total amount of fees paid to Assessment Advisors under this agreement in the one (1) year period preceding the claim.

13. **Indemnification.** Assessment Advisors will defend at its own expense and will indemnify and hold Licensee harmless from all claims, suits, and proceedings asserted or brought against Licensee based on a claim that the Software licensed under this Agreement constitutes an infringement of the intellectual property rights of any third party, provided that Assessment Advisors is promptly notified in writing and is given full and complete authority, information, and assistance for the defense of same. Assessment Advisors will not be responsible for any compromise made without its consent. If such Software is held to constitute infringement and its use is enjoined, Assessment Advisors may, at its election and expense, either obtain for Licensee the right to continue using such software, modify it so that it is not infringing, or accept Licensee's return of the Software and reimburse Licensee the total fees paid to Assessment Advisors under this Agreement. Assessment Advisors will not be liable to Licensee for indemnity to the extent that a claim of infringement is based upon the use of such software in combination with equipment, other software, or other devices for which such software was not designed or for uses other than those recommended by Assessment Advisors.
14. **Termination.** Either party may terminate this Agreement if the other party breaches a material term of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Termination will become effective immediately at the end of such 60-day period unless the breaching party completely remedies the breach within that period.
15. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated.
16. **Survival.** Termination or expiration of this Agreement will not relieve Licensee from paying all amounts accrued under this Agreement prior to termination and will not limit either party from pursuing any other available remedies. All terms in this Agreement which, by their nature, are intended to survive expiration or termination of this Agreement will survive expiration or termination.
17. **Injunctive Relief.** Copying, disclosure, or use in whole or in part of the Software or the ideas, methods or processes embodied in the Software, in a manner inconsistent with any provision of this Agreement will cause irreparable injury to Assessment Advisors for which Assessment Advisors will not have an adequate remedy at law. Assessment Advisors will be entitled to equitable relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions.
18. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software (including the proprietary real property data contained and accessed through the Software) is confidential information under this Paragraph. Use and distribution of reports generated by the Software, as deemed necessary for the conduct of Licensee's operations or provision of services consistent with the Authorized Application, shall not be deemed confidential. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge that the Licensee is a public entity, and Licensee shall be entitled to disclose any information required to be disclosed in accordance with any applicable laws, rules, or regulations.
19. **Notice.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered mail, return receipt requested, or (c) sent by overnight air courier, to the appropriate addresses set forth below. Any party may change its address for notice by written notice to the other parties. Notices will be considered to have been given at the time of actual delivery if delivered in person, three business days after posting if sent by registered mail, or one business day after delivery to an overnight air courier service.
20. **Force Majeure.** The parties will not incur any liability to the other parties on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the ability to meet financial obligations is expressly excluded. If any of these should occur, the party whose performance will be affected will immediately notify the other party in writing, explain how the party's performance may be affected, and give its best estimate of the how long it will be affected. The affected party will endeavor with due diligence to mitigate the effects on its performance.
21. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee (by operation of law or otherwise) in whole or in part, without Assessment Advisors' prior written consent. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Assessment Advisors (by operation of law or otherwise) in whole or in part, without Licensee's prior written consent. Assessment Advisors and Licensee both require the assignee to agree in writing to be bound by the terms of this Agreement.
22. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not

INCOMETWORKS Software License Agreement

- in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.
23. **Invalidity.** If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
 24. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. No terms, provisions or conditions of any rule, guideline, purchase order, acknowledgement or other Licensee form or policy will have any effect on the rights, duties or obligations of the parties hereunder or otherwise modify this Agreement, regardless of any failure of Assessment Advisors to object to such terms, provisions, or conditions. The headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
 25. **Relationship of Parties.** The parties to this Agreement are independent contractors. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. Neither party has the authority to bind the other or to incur any obligation on its behalf.
 26. **Choice of Law.** This Agreement will be construed and governed by the laws of the State of Alabama applicable to agreements made and to be performed entirely in Alabama, USA without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
 27. **Legal Actions.** Any legal action or proceeding relating to this Agreement shall be instituted in state court in Baldwin County, AL or federal court in Mobile County, AL. Assessment Advisors and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such action or proceeding. The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorney's fees and costs in connection with such action including such costs and attorneys' fees incurred in enforcing and collecting any judgment. Interest on any money judgment will accrue from the date the damages were sustained and will be at a 1.5% per month interest rate unless a different rate of interest is required by law.
 28. **Allocation of Risks.** The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties.
 29. **Authority.** Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto. Licensee warrants that only employees of Licensee will have access to or use the Software and Licensee will ensure that all such employees abide by all of the terms and conditions of this Agreement.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By: [Signature]
Timothy VanKirk, MAI
President

Date: 4/22/13

Licensee

Baldwin County Commission
Name of Licensee

312 COURTHOUSE SQUARE, SUITE 12
Street Address

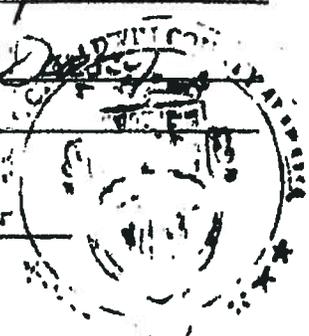
Bay Minette, Alabama 36507
City, ST, zip

By: [Signature]

Print Name: TERRY DARRIN

Title: Chairman

Date: 5.1.13





COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

October 21, 2015

Mr. Timothy VanKirk, MAI
President
Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, Illinois 60045

RE: Renewal of IncomeWorks Software License Agreement

Dear Mr. VanKirk:

Please find enclosed a **fully executed copy** of the *Renewal Amendment to IncomeWorks Software License Agreement* approved during the October 6, 2015, Baldwin County Commission meeting between Assessment Advisors, LLC and Baldwin County, Alabama (by and through the Baldwin County Commission) which extends the terms, to provide the Baldwin County Revenue Commission with an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multi-family, office, and retail properties. This *Agreement* shall be for a term of one (1) year, commencing on January 1, 2016, and terminate on December 31, 2016, per Renewal Amendment. The renewal fee of \$29,000.00 will be invoiced to Licensee on September 2, 2015. Payment received in October 2015 will ensure release prior to the December 31, 2015, expiration date of the current term.

If you have any questions or need further assistance, please do not hesitate to contact Teddy Faust, Revenue Commissioner, at (251) 937-0245.

Sincerely,


ANU GARY, Records Manager
Baldwin County Commission

CFG/met Item BC4

cc: Teddy Faust, Revenue Commissioner
Susan Hill

ENCLOSURE

OCT 16 2015

alg

BY _____

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Baldwin County, Alabama, by and through the Baldwin County Commission ("Licensee") hereby agree to amend Section 7 and Section 8a of the IncomeWorks Software License Agreement ("Agreement"), effective May 1, 2013, as follows:

- 1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
- 2. This Amendment constitutes renewal of the Agreement for a one year term, for the period of January 1, 2016 - December 31, 2016.
- 3. Renewal Data Release Year: IncomeWorks 2015, results as-of October 1, 2015.
- 4. Licensee will pay Assessment Advisors a license fee, for the one year renewal term set forth above, of Twenty-Nine Thousand Dollars [\$29,000] detailed as follows:

Prior Year Base License Fee	\$ 29,000
5% Increase per Agreement	+ 1,450
Courtesy Discount	- 1,450
IncomeWorks 2015 Renewal Fee	\$ 29,000

- 5. The renewal fee will be invoiced to Licensee September 2, 2015, to allow ~30 days for payment processing and ~60 days for Assessment Advisors to complete research for the renewal release. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2015 will ensure release prior to the December 31, 2015 expiration date of the current term.
- 6. On the release date for IncomeWorks 2015 (during December 2015, if renewal fee is received in October 2015) Assessment Advisors will email notification to Licensee's Authorized Users.
- 7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By: [Signature]

Timothy VanKirk, MAI
President

Date: 10/13/15

Licensee

Baldwin County Commission
Name of Licensee

300 Courthouse Square
Street Address

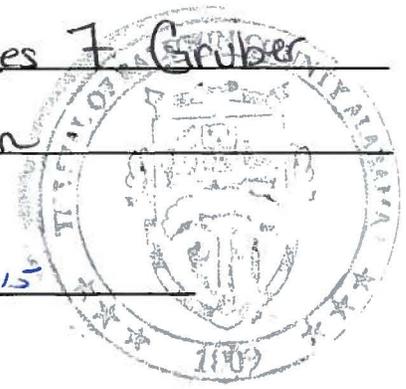
Bay Minette, AL 36507
City, ST, zip

By: [Signature]

Print Name: Charles F. Gruber

Title: Chairman

Date: 10-20-15





COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

November 1, 2016

Mr. Timothy VanKirk, MAI
President
Assessment Advisors, LLC
736 North Western Avenue #393
Lake Forest, Illinois 60045

RE: Renewal of IncomeWorks Software License Agreement

Dear Mr. VanKirk:

Please find enclosed a **fully executed copy** of the *Renewal Amendment* to the *IncomeWorks License Agreement* approved during the October 18, 2016, Baldwin County Commission meeting between Assessment Advisors, LLC and the Commission, to provide the Baldwin County Revenue Commission with an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multi-family, office, and retail properties.

This *Agreement* shall be for a term of one (1) year, commencing on January 1, 2017, and terminating on December 31, 2017, per *Renewal Amendment*.

If you have any questions or need further assistance, please do not hesitate to contact Teddy J. Faust, Revenue Commissioner, at (251) 937-0245.

Sincerely,


ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BD1

cc: Revenue Commissioner Teddy J. Faust
Walt Lindsey
Susan Hill

ENCLOSURE

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Baldwin County, Alabama, by and through the Baldwin County Commission ("Licensee") hereby agree to amend Section 7 and Section 8a of the IncomeWorks Software License Agreement ("Agreement"), effective May 1, 2013, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
2. This Amendment constitutes renewal of the Agreement for a one year term, for the period of January 1, 2017 to December 31, 2017.
3. Renewal Data Release Year: IncomeWorks 2016, results as-of October 1, 2016.
4. Licensee will pay Assessment Advisors a license fee, for the one year renewal term set forth above, of Twenty-Nine Thousand Dollars [\$29,000] detailed as follows:

Prior Year Base License Fee	\$ 29,000
5% Increase per Agreement	+ 1,450
Courtesy Discount	- 1,450
IncomeWorks 2016 Renewal Fee	\$ 29,000

5. The renewal fee will be invoiced to Licensee September 2, 2016 to allow 30 days for payment processing and 60 days for Assessment Advisors to complete research for the renewal release. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2016 will ensure release prior to the December 31, 2016 expiration date of the current term.
6. On the release date for IncomeWorks 2016 (during December 2016, if renewal fee is received in October 2016) Assessment Advisors will email notification to Licensee's Authorized Users.
7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

Licensee

Baldwin County Commission
Name of Licensee

312 Courthouse Square Suite B
Street Address

Bay Minette, AL 36507
City, ST, zip

By: [Signature]
Timothy VanKirk, MAI
President

By: [Signature]
Print Name: T. Christopher Elliott
Title: Chairman

Date: 10/24/16

Date: November 1, 2016