

## **LEASE AGREEMENT**

### **AUTOMATIC TELLER MACHINE (ATM) PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

THIS LEASE AGREEMENT ("Lease Agreement") is made this February 22, 2022, by and between the Paso Robles Joint Unified School District hereinafter called "PRJUSD", and EDUCATIONAL EMPLOYEES CREDIT UNION, a non-profit mutual benefit California corporation, hereinafter called "EECU," with reference to the following recitals:

#### RECITALS:

A. PRJUSD desires EECU to install and operate a full-service AUTOMATIC TELLER MACHINE ("ATM") at Paso Robles Joint Unified School District located at 800 Niblick, Paso Robles, San Luis Obispo County, California, 93446 hereinafter collectively called the "Property."

B. That portion of the Property that will house the ATM shall be referred to as the "Premises." The Premises and the Property are more particularly depicted in Exhibit "A," attached hereto and incorporated herein by this reference.

#### Terms and Conditions

1. Leased Premises. PRJUSD hereby leases unto EECU and EECU hereby takes from PRJUSD the leased PREMISES depicted in Exhibit "A."
2. Lease Term. The term of this Lease Agreement shall begin ("Effective Date") on the earlier of: (i) the date EECU first opens the ATM for business, or (ii) One hundred twenty (120) days after Lease execution and end in ten (10) years. By mutual agreement EECU and PRJUSD may extend this Agreement for two (2) successive options to extend Lease Term for a period of five (5) years each ("Extended Term"). Each Extended Term must be exercised, if at all, by written Notice ("Option Notice") delivered by EECU to PRJUSD or by PRJUSD to EECU not less than one hundred twenty (120) days and not more than three hundred sixty (360) days prior to the end of the initial Lease Term or the then Extended Term, as the case may be.
3. Rent. EECU shall pay to PRJUSD the sum of Twelve Dollars (\$12) per year for each annual period during the Lease Term on the annual Lease Agreement Effective Date as rental for the Premises. The annual rent shall be payable in advance, with the first payment due no later than thirty (30) days after the Effective Date, and each subsequent annual rental payment shall be due and payable on the anniversary date each year thereafter during the Lease Term.

EECU shall also pay a minimum annual grant of \$2,500.00 to PRJUSD regardless of the transaction average, in care of the District Superintendent. The

overall grant amount may be higher than the minimum grant, based on the number of financial transactions that occurred at the ATM during the previous calendar year and will be evaluated at the end of each calendar year end during the Lease Term and adjusted accordingly. The grant amount will be \$ .035 per financial transaction or \$2,500.00 per year, whichever is higher. The additional grant will be paid once the financial transaction volume (annual volume of all transactions, excluding inquiries, denied transaction, and maintenance and testing transactions) exceeds an average of five hundred (500) financial transactions per month. The annual grant will be payable at the same time as the annual rental payments set forth in the preceding paragraph.

All electrical and telephone costs for the ATM shall be paid by EECU. EECU agrees to pay PRJUSD One Hundred Fifty Dollars (\$150.00) per month for ATM electrical and telephone costs, amount to be paid commencing on the Effective Date of the Lease Agreement and annually on the anniversary thereafter. This applies only if both are provided by PRJUSD. If PRJUSD only provides the electrical EECU agrees to pay \$100.00 per month or if PRJUSD only provides the telephone EECU agrees to pay \$50.00 per month.

4. Installation. PRJUSD authorizes and instructs EECU to install the ATM at the location set forth herein, in Exhibit “A” within a reasonable time after it achieves full compliance with and obtains all approvals required by Federal, State, and local laws and regulations applicable to financial institutions installing and operating an ATM. All construction, installation, improvement, and related costs shall be borne by EECU.

PRJUSD authorizes EECU to build the ATM Kiosk building and install and connect the electrical and telephone conduits or wires and such other facilities on the Property as is reasonably necessary to install and operate the ATM. In the event it is necessary to cut into any paved areas, EECU will repair those areas in a good workmanlike manner. All remodeling or other work required to install or operate the ATM must comply with general construction standards to ensure the structural integrity of the leased Premises and Property.

Prior to EECU entering into the construction contract(s) with the contractor hired to install the ATM Kiosk (“Contractor”), PRJUSD shall review and approve the contract in writing. This construction contract will remain confidential between PRJUSD and EECU.

EECU is responsible to ensure that the Contractor and the sub-contractors have appropriate insurance coverage. EECU is further responsible at its sole cost and expense to:

1. Construct all work in a safe and lawful manner.
2. Ensure all building permits are secured from the applicable municipality or other governmental bodies with jurisdiction.
3. Ensure the ATM building and ATM access complies with all applicable ADA and Financial Code 13000 et seq. as it pertains to ATM safety and lighting (Exhibit B) requirements.

5. Use of Premises. EECU may only use the leased Premises to operate the ATM and perform related services.
6. Personal Property/Taxes. The ATM is and for all purposes will remain EECU's personal property and shall not become or be considered real property or part of the Property, regardless of whether or by what means it is or may become attached or fixed to the Property. EECU will pay all personal property taxes based on installation, operation, or use of the ATM. Notwithstanding this provision, if it is determined that this Lease Agreement creates a taxable possessory interest in the Premises, and property taxes are levied on such interest, then EECU alone shall be liable for all such taxes.
7. Quiet Enjoyment. Upon EECU's performance of each of the terms of this Lease Agreement to be performed by EECU, EECU shall have full freedom and use of the leased Premises in accordance with the terms of this Lease Agreement and shall quietly enjoy the same without lawful claim on the part of any person.
8. Signs. EECU has the right to install contiguous standard EECU signage appropriate to an ATM installation, including applicable network logos and directional signage not necessarily attached to the ATM. This may include, with mutual agreement between EECU and PRJUSD, a monument sign. Any signage shall be subject to PRJUSD approval, which shall not be unreasonably withheld. EECU is responsible for all governmental permits required for the signs.
9. Parking. EECU shall have the non-exclusive right to use parking spaces in the parking facilities on the Property for parking vehicles of EECU, its officers, agents, employees, contractors', customers, and members and shall have parking access from time to time for the purpose of servicing the ATM. If applicable, PRJUSD will provide required parking permits without charge to EECU. PRJUSD will allow EECU to designate two (2) parking spaces directly across from the ATM as EECU parking only for exclusive use by EECU customers accessing the ATM. Additionally, PRJUSD will allow a handicap parking space next to the ATM as required.
10. Member and Customer Access. To the extent reasonably possible, the use of the ATM shall be available to all EECU members and customers. ATM members and customers will have reasonable pedestrian and vehicular access to the Premises at all times when the ATM is operating and otherwise available for use. EECU may advertise and promote the ATM to members and customers, and PRJUSD agrees to cooperate with EECU in facilitating on-site advertisement and promotion of the ATM.
11. Entry of Property. EECU, its agents, employees, and contractors, shall have the right to enter the Property with necessary personnel, vehicles, equipment, and machinery at any time 7 days per week, 24 hours per day solely for the purpose of installing, inspecting and maintaining, servicing, repairing, replacing, protecting, or removing the ATM and any lighting or other items installed pursuant to this Lease

Agreement. EECU will pay the costs of these activities by its agents, employees, and contractors.

12. Maintenance. EECU shall be responsible for the operation, security and maintenance of the ATM and the Premises in which the ATM is situated including required lighting and shall make any necessary repairs to the ATM and Premises in a reasonably timely manner. PRJUSD shall maintain the grounds surrounding the ATM in order to provide access to and around the ATM, as stated in Exhibit B. EECU shall immediately notify PRJUSD in writing of any maintenance or other work at or around the Property that may be required pursuant to Financial Code section 13000 et. seq. (Exhibit B) or that EECU deems necessary or beneficial for the safe operation of the ATM and protection of persons and property at or around the Premises. EECU agrees to provide one (1) garbage receptacle at the ATM location and PRJUSD agrees to provide the necessary custodial services for garbage removal and sweeping of the Premises consistent with other custodial services at the premises.
13. Termination. Both EECU and PRJUSD shall have the right to terminate this Lease Agreement giving the other party at minimum ninety (90) days written notice of the decision prior to the Lease Term ending. Written notice of termination shall be sent to EECU at: P.O. Box 5242, Fresno, CA 93711 Attention: Tom Gray, SVP, Facilities or to PRJUSD at: 800 Niblick, Paso Robles, San Luis Obispo County, California, 93446 Attention District Superintendent.
14. Removal of Equipment. Within a reasonable time after the Lease Agreement terminates, EECU will remove the ATM from the Premises and Property. EECU will restore the Premises to as good a condition as existed prior to the installation of the ATM, reasonable wear and tear accepted.
15. Indemnification. EECU agrees to indemnify PRJUSD including its officers, agents, employees, and independent contractors from and against all claims, demands and liabilities arising out of or in any way connected with the ATM or EECU's obligations under this Lease Agreement, except such claims, demands or liabilities which arise from the negligence or willful misconduct of PRJUSD, its officers, agents, employees, and independent contractors. PRJUSD agrees to indemnify EECU including its officers, agents, employees, and independent contractors from and against all claims, demands and liabilities arising out of or in any way connected with PRJUSD's use of the Premises or obligations under this Lease Agreement, except such claims, demands or liabilities which arise from the negligence or willful misconduct of EECU, its officers, agents, employees, and independent contractors.
16. Insurance.
  - a. Workers' Compensation Insurance. EECU represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California, and during the performance of any work, pursuant to this Lease Agreement, EECU will continue to comply with all provisions of law governing Workers' Compensation Insurance. EECU will

supply PRJUSD with certificates of insurance, if requested, evidencing that Workers' Compensation Insurance is in effect and PRJUSD will receive ten (10) days' written notice of EECU's insurance cancellation. EECU will ensure all third-party ATM vendors maintain Workers' Compensation in compliance with the provisions of the Labor Code of the State of California.

- b. Comprehensive General Liability Insurance. EECU shall provide such insurance as will protect it from claims and damages because of bodily injury, including death, and from claims for damages to the Premises or Property which may arise out of or result from EECU's use, operation, or other activities connected with the ATM. This insurance shall be written for not less than One Million Dollars (\$1,000,000) per person or per occurrence and One Million Dollars (\$1,000,000) Property Damage. The certificate of insurance or Certificate of Consent to Self-insure shall provide a minimum of ten (10) days' written notice of cancellation or reduction in coverage be given PRJUSD.
  - c. Property Insurance. EECU shall keep the ATM and related equipment insured against all risks of loss or damage from all causes for not less than the new replacement cost of said equipment.
  - d. Builders Insurance. EECU shall not proceed with construction without first acquiring "All Risks" builders risk insurance, with minimum coverage of \$1,000,000.
  - e. All insurance policies specified above shall name PRJUSD as an additional insured.
17. Liens and Taxes. EECU shall keep the ATM and all related equipment free and clear of all levies, liens, and encumbrances. EECU shall pay, when due, all charges and taxes (local, State and Federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the ATM or related equipment, or the leasing, possession, or use of the Premises.
18. Permits and Licenses. EECU shall provide, at its cost, all permits, and licenses, if any, necessary for the installation and operation of the ATM and related equipment. EECU shall be responsible for and shall pay all charges for upkeep of the ATM and related equipment, and shall make, at its own expense, any and all repairs and supply and pay for any and all materials needed to maintain the ATM and related equipment in proper condition and good working order.
19. Default and Remedies.
  - a. Non-Termination. Should EECU at any time be in default hereunder with respect to any rental payments or other charges payable hereunder, and should such default continue for a period of twenty (20) days after written notice from PRJUSD, or should EECU be in default in the performance of any other of its promises, covenants or agreements herein contained and should such default continue for an additional thirty (30) days after written notice from PRJUSD to EECU specifying the particulars of such default, this Lease Agreement shall

remain in full force and effect, provided, however, that in any such event and in addition to any or all other rights or remedies of PRJUSD hereunder by the law provided, PRJUSD shall have the following options:

1. Re-entry. The right of PRJUSD to declare the term hereof ended and to re-enter the leased Premises and take possession thereof and remove all persons therefrom, and EECU shall have no further claim except to remove the ATM; or
  2. Later Election. The right of PRJUSD, even though it may have brought an action to collect rent and other charges without terminating this Lease Agreement, to thereafter elect to terminate this Lease Agreement and all of the rights of EECU in or to the leased Premises; or
  3. Actions. The right of PRJUSD, without terminating this Lease Agreement, to begin an action or actions to collect rent and other charges which are from time to time past due and unpaid, it being understood that the bringing of such action or actions shall not terminate this Lease Agreement unless notice of termination is given.
- b. Termination. Should PRJUSD elect to terminate this Lease Agreement, PRJUSD shall be entitled to recover from EECU as damages; (i) unpaid rent which was earned at the time of default; and (ii) the cost of recovering the Premises and the cost of restoring the Premises to its prior condition.
- c. Exclusivity. During the term of this lease, PRJUSD shall not lease any ATM site to any other financial institution.
- d. Marketing. PRJUSD will cooperate with EECU's marketing department to facilitate and encourage PRJUSD employees to become customers or members of EECU. Additionally, EECU shall be allowed to provide financial literacy education and conduct demonstrations to promote the services available through the ATM subject to prior approval by PRJUSD. The times and dates of the financial literacy education and the demonstrations and promotions shall be mutually agreeable to PRJUSD and EECU, and necessary schedules must be approved in advance by PRJUSD.
20. Surrender of Premises. On expiration of forty-five (45) days after termination of the term, EECU shall surrender to PRJUSD the Premises and EECU shall remove all of its personal property. EECU shall perform all restoration made necessary by the removal of any fixtures or personal property at EECU's cost in a good and workmanlike manner. PRJUSD may retain or dispose of any trade fixtures or personal property that EECU does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least forty-five (45) days' written notice to EECU. Title to any such trade fixtures or personal property that EECU fails to dispose of on expiration of the forty-five (45) day period shall vest in PRJUSD.

If EECU fails to surrender the Premises to PRJUSD on expiration, or within forty-

five (45) days after termination of the Lease Term, as required by this paragraph, EECU shall hold PRJUSD harmless from all damages resulting from EECU's failure to surrender the Premises, including without limitation, claims made by a successor entity.

21. Holding Over. If EECU should remain in possession of the Premises with PRJUSD's consent after the expiration of the term and without executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and obligations of this Lease Agreement. Either party may then terminate the month-to-month tenancy by giving thirty (30) days advance written notice.
22. Safety and Lighting. The parties agree and understand that PRJUSD has possession and control of the Premises upon which the ATM is located and the surrounding area contiguous to the ATM. In that capacity, PRJUSD has the responsibility for the maintenance of the area to provide access for ATM users. EECU and PRJUSD will comply with the requirements of Financial Code section 13000 et seq, to the extent applicable and as may be amended during the term of this Lease Agreement, and as set forth in this Lease Agreement (See Exhibit B.) EECU shall be solely responsible for installing and maintaining lighting for the ATMs in compliance with Financial Code section 13000 et seq. as may be amended during the term of this Lease Agreement.
23. Miscellaneous Provisions.
  - a. Governing Law and Venue. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue shall be in the County of San Luis Obispo.
  - b. Attorneys' Fees. In any legal action necessary to enforce the terms of this Lease Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.
  - c. Succession. This Lease Agreement shall inure to the benefit of and be binding upon the parties and their successors, assigns, representatives, and heirs.
  - d. Severability. In the event any of the terms, conditions, provisions, representations, or covenants of this Lease Agreement are declared invalid or unenforceable by a court or governmental agency of competent jurisdiction, the remaining terms, conditions, provisions, representations, and covenants shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
  - e. Captions. Captions are inserted only as a matter of convenience and in no way define, limit, or describe the scope of this Lease Agreement or the intent of any provisions of this Lease Agreement.

- g. Independent Contractor. In performance of any work, duties, or obligations arising under this Lease Agreement, it is mutually understood and agreed that each party and its employees or agents will be acting and performing as independent contractors and not as agents or employees of any other party. Nothing contained in this Lease Agreement shall be deemed to create any contractual relationship between the parties hereto and any third parties, nor shall anything contained in this Lease Agreement be deemed to give any third party any claim or right of action against PRJUSD or EECU which does not otherwise exist.
- h. Entire Agreement. This Lease Agreement, together with Exhibit A (Map depicting ATM location), Exhibit B (Financial Code provisions on ATM lighting and safety), and Exhibit C (Privacy/Confidentiality Agreement (“Confidentiality Agreement”)), contains the entire Agreement and understandings, terms and conditions between the parties. Each party agrees that it has not relied upon any representation, express or implied, not contained in this Lease Agreement. All prior understandings, terms, or conditions are deemed merged into this Lease Agreement. This Lease Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.
- i. Automated Teller Machine Safety. Sections 13000 through 13070 of the California Financial Code sets forth certain provisions with respect to the safe use of automated teller machines such as the one contemplated by this Lease Agreement. A copy of the applicable California Financial Code sections is attached hereto as Exhibit B and incorporated herein by reference. PRJUSD and EECU agree to comply with the law as set forth in Sections 13000 through 13070 of the California Financial Code and any other laws that can be in existence from time to time regarding automated teller machine safety, to the extent required to do so. The parties agree that EECU shall be solely responsible for complying with the lighting requirements set forth in California Financial Code §13041(a) and EECU shall indemnify PRJUSD from any damage or loss that PRJUSD may suffer as a result of EECU’s failure to comply with California Financial Code §13041(a).
- j. Confidentiality Agreement. Title V of the Gramm-Leach Bliley Act (15 USC, Subchapter I, Sections 6801-6809) prohibits financial institutions that provide financial products and services from disclosing non-public personal information about consumers to non-affiliated third parties. PRJUSD may receive information regarding EECU and/or EECU’s members in the course of providing the services contemplated by the Lease Agreement to EECU. Attached hereto as Exhibit C and incorporated herein by reference is a copy of the Confidentiality Agreement that PRJUSD and EECU agree to execute upon the execution of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date set forth above.

EDUCATIONAL EMPLOYEES  
CREDIT UNION

PASO ROBLES JOINT UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Denda Matthews

By: \_\_\_\_\_

Title: SVP Operations Support

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A



## EXHIBIT B

### FINANCIAL CODE - FIN

#### DIVISION 4. AUTOMATED TELLER MACHINES: USER SAFETY [13000 - 13070]

*( Division 4 added by Stats. 1990, Ch. 825, Sec. 1. )*

#### CHAPTER 1. Intent [13000- 13000.]

*( Chapter 1 added by Stats. 1990, Ch. 825, Sec. 1. )*

#### 13000.

It is the intent of the Legislature in enacting this division to enhance the safety of consumers using automated teller machines in California without discouraging the siting of automated teller machines in locations convenient to consumers' homes and workplaces. Since decisions concerning safety at automated teller machine sites are inherently subjective and because safety is a relative matter, the Legislature intends to establish as the standard of care applicable to operators of automated teller machines, in connection with user safety, the substantial compliance with the objective standards of Chapter 4 (commencing with Section 13040), the information requirements of Chapter 5 (commencing with Section 13050), and the good faith consideration of other safety issues as prescribed in Chapter 3 (commencing with Section 13030). The Legislature further recognizes the need for uniformity as to the establishment of automated teller machine safety standards and intends with this division to supersede and preempt any rule, regulation, code, statute, or ordinance of any city, county, city and county, municipality, or local agency regarding customer safety at automated teller machines in California.

#### 13020.

As used in this division:

- (a) "Access area" means any paved walkway or sidewalk which is within 50 feet of an automated teller machine. The term does not include publicly maintained sidewalks or roads, as defined in Section 555 or Section 527 of the Vehicle Code.
- (b) "Access device" shall have the same meaning as set forth in Federal Reserve Board Regulation E (12 C.F.R. Part 205), promulgated pursuant to the Electronic Fund Transfer Act (15 U.S.C. 1601 et seq.).
- (c) "Automated teller machine" means any electronic information processing device located in California which accepts or dispenses cash in connection with a credit, deposit, or convenience account. The term does not include devices used solely to facilitate check guarantees or check authorizations, or which are used in connection with the acceptance or dispensing of cash on a person-to-person basis, such as by a store cashier.
- (d) "Candlefoot power" means the light intensity of candles on a horizontal plane at 36 inches above ground level and five feet in front of the area to be measured.

- (e) "Control" of an access area or defined parking area means to have the present authority to determine how, when, and by whom it is to be used, and how it is to be maintained, lighted, and landscaped.
- (f) "Customer" means a natural person to whom an access device has been issued for personal, family, or household use.
- (g) "Defined parking area" means that portion of any parking area open for customer parking which is (1) contiguous to an access area with respect to an automated teller machine; (2) regularly, principally, and lawfully used for parking by users of the automated teller machine while conducting automated teller machine transactions during hours of darkness; and (3) owned or leased by the operator of the automated teller machine or owned or controlled by the party leasing the automated teller machine site to the operator. The term does not include any parking area which is not open or regularly used for parking by users of the automated teller machine who are conducting automated teller machine transactions during hours of darkness. A parking area is not open if it is physically closed to access or if conspicuous signs indicate that it is closed. If a multiple level parking area satisfies the conditions of this subdivision and would therefore otherwise be a defined parking area, only the single parking level deemed by the operator of the automated teller machine to be the most directly accessible to the users of the automated teller machine shall be a defined parking area.
- (h) "Hours of darkness" means the period that commences 30 minutes after sunset and ends 30 minutes before sunrise.
- (i) "Operator" means any bank, savings association, credit union, industrial loan company, savings bank, or other business entity, or any person who operates an automated teller machine.

### **13030.**

On or before July 1, 1991, with respect to all existing installed automated teller machines in this state, and any automated teller machines installed after July 1, 1991, the operator shall adopt procedures for evaluating the safety of the automated teller machine. These procedures shall include a consideration of the following:

- (a) The extent to which the lighting for the automated teller machine complies or will comply with the standards required by Chapter 4 (commencing with Section 13040).
- (b) The presence of landscaping, vegetation, or other obstructions in the area of the automated teller machine, the access area, and the defined parking area.
- (c) The incidence of crimes of violence in the immediate neighborhood of the automated teller machine, as reflected in the records of the local law enforcement agency and of which the operator has actual knowledge.

*(Added by Stats. 1990, Ch. 825, Sec. 1.)*

### **13031.**

It is not the intent of the Legislature in enacting this chapter to impose a duty to relocate or modify automated teller machines upon the occurrence of any particular events or circumstances, but rather to establish a standard of good faith for the evaluation of all automated teller machines as provided herein.

### **13040.**

(a) Each operator of an automated teller machine installed on or after July 1, 1991, shall comply with Section 13041 commencing on the date the automated teller machine is installed. Compliance with Section 13041 by operators as to automated teller machines existing as of July 1, 1991, shall be optional until July 1, 1993, and mandatory thereafter. This subdivision shall apply to an operator of an automated teller machine only to the extent that the operator controls the access area or defined parking area to be lighted.

(b) If an access area or a defined parking area is not controlled by the operator of the automated teller machine, and if the person who leased the automated teller machine site to the operator controls the access area or defined parking area, the person who controls the access area or defined parking area shall comply with Section 13041 as to any automated teller machine installed on or after July 1, 1991, commencing on the date the automated teller machine is installed; and as to any automated teller machine existing as of July 1, 1991, no later than on July 1, 1993.

*(Added by Stats. 1990, Ch. 825, Sec. 1.)*

### **13041.**

The operator, owner, or other person responsible therefor, shall provide lighting during hours of darkness with respect to an open and operating automated teller machine and any defined parking area, access area, and the exterior of an enclosed automated teller machine installation according to the following standards:

(a) There shall be a minimum of 10 candlefoot power at the face of the automated teller machine and extending in an unobstructed direction outward five feet.

(b) There shall be a minimum of two candlefoot power within 50 feet from all unobstructed directions from the face of the automated teller machine. In the event the automated teller machine is located within 10 feet of the corner of the building and the automated teller machine is generally accessible from the adjacent side, there shall be minimum of two candlefoot power along the first 40 unobstructed feet of the adjacent side of the building.

(c) There shall be a minimum of two candlefoot power in that portion of the defined parking area within 60 feet of the automated teller machine.

### **13050.**

Customers receiving access devices shall be furnished by the respective issuers thereof with notices of basic safety precautions which customers should employ while using an automated teller machine. This information shall be furnished by personally delivering or by mailing the information to each customer whose mailing address as to the account to which the access device relates is in this state. This information shall be furnished with respect to access devices issued on or after July 1, 1991, at or before the time the customer is furnished with his or her access device. With respect to a customer to whom an "accepted access device" (as defined in Federal Reserve Board Regulation E) has been issued prior to July 1, 1991, the information shall be delivered or mailed to the customer on or before December 31, 1991. Only one notice need be furnished per household, and if access devices are furnished to more than one customer for a single account or set of accounts or on the basis of a single application or other request for the access devices, only a single notice need be furnished in satisfaction of the notification responsibilities as to all those customers. The information may be included with other disclosures related to the access device furnished to the

customer, such as with any initial or periodic disclosure statement furnished pursuant to the Electronic Fund Transfer Act.

**13060.**

The provisions of this division shall not apply with respect to any automated teller machine which is:

(a) Located inside of a building, unless it is a freestanding installation which exists for the sole purpose of providing an enclosure for the automated teller machine.

(b) Located inside of a building, except to the extent a transaction can be conducted from outside the building.

(c) Located in any area, including any access area, building, enclosed space, or parking area which is not controlled by the operator.

**13070.**

This division supersedes and preempts all rules, regulations, codes, statutes, or ordinances of all cities, counties, cities and counties, municipalities, and local agencies regarding customer safety at automated teller machines located in California.

# EXHIBIT C

## PRIVACY/CONFIDENTIALITY AGREEMENT

This is an Exhibit to the Automatic Teller Machine -Lease Agreement ("Agreement") between Paso Robles Joint Unified School District ("PRJUSD") and Educational Employees Credit Union ("EECU") dated \_\_\_\_\_, 2022.

PRJUSD may receive information regarding EECU and/or EECU's members in the course of providing services for EECU. All information regarding EECU, EECU's operations and credit union members and customers is Confidential Information.

PRJUSD agrees PRJUSD and any employee or agent acting on behalf of PRJUSD will keep all Confidential Information in strict confidence. PRJUSD will use and disclose Confidential Information only for the purpose of providing, and only to the extent strictly necessary to provide the service, whether agreed upon verbally or called for by written Agreement.

PRJUSD agrees that neither PRJUSD nor any employee or agent acting on the PRJUSD's behalf will sell, give, trade, or otherwise disseminate Confidential Information regarding EECU or EECU's members or operations to any third party except as necessary to provide the services called for by Agreement or under the following circumstances:

- (a) PRJUSD is ordered to do so by a court of competent jurisdiction or other legal process; or
- (b) Disclosure of the information is necessary to enforce PRJUSD's rights against EECU under this Agreement; or
- (c) Disclosure of the information is required by a regulatory agency with authority to require PRJUSD to disclose the information.

If PRJUSD is required to disclose Confidential Information regarding EECU or any EECU member or customer by court order or other legal process, PRJUSD agrees to notify EECU or the EECU member about whom information is sought immediately upon PRJUSD's receipt of the request for disclosure. This requirement will not apply if the court order or other legal process orders PRJUSD not to disclose to EECU or the EECU member the fact that information is being sought.

PRJUSD will ensure that all employees and agents acting on PRJUSD's behalf understand and comply with these confidentiality requirements. PRJUSD agrees to indemnify and hold EECU harmless from any and all claims, damages, expenses (including attorney's fees incurred in defending any claim), losses, and liability resulting from unauthorized disclosure of Confidential Information by PRJUSD or any employee or agent acting on PRJUSD's behalf.

PRJUSD's failure, in EECU's reasonable judgment, to maintain appropriate security measures to protect Confidential Information, will be grounds for termination of any agreement between the parties without penalty notwithstanding any other provisions of any agreement between them.

These confidentiality provisions will survive termination of the Parties' Agreement.

This addendum is incorporated by reference into the parties' Agreement and made part of it. This Addendum will control over any contrary provision in the Agreement.

EDUCATIONAL EMPLOYEES CREDIT UNION

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Denda Matthews

Printed Name: \_\_\_\_\_

Title: SVP

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

END OF DOCUMENT