

ARMORED CAR SERVICE CONTRACT

THIS AGREEMENT is dated February 2, 2026, and is made and entered into by and between, **E & JK Enterprises Inc. dba SUNDOWN SECURITY**, 5364 Midland Road, Billings, MT 59101, hereinafter referred to as "COMPANY" and **Yellowstone County Treasurer**, PO Box 35010 Billings, MT 59107, hereinafter referred to as "CLIENT".

In consideration of the terms, conditions, and payments of this contract, the COMPANY and the CLIENT agree as follows:

1. The COMPANY agrees to call for and receive for and on behalf of the CLIENT, and to receipt therefore, sealed or locked shipments containing currency, coin, negotiable instruments, and other documents incident to the making of deposits or withdrawals (hereinafter called "PROPERTY"), and to transport and deliver same in like, condition to the consignee designated by CLIENT, between points in, and in accordance with, the service, liability, and compensation schedule below, or as stated in the attached, properly executed amendment(s) and/or exhibit(s): **SEE ATTACHED EXHIBIT 1.**

CHARGES: In consideration of the above specified deliveries and services to be rendered by the COMPANY, the CLIENT agrees to pay the COMPANY the cost listed on attached Exhibit 1 payable within twenty (20) days after billing for such services.

HOLIDAY SERVICE: The regular billing stated above does not include the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day, which holidays are included in "SPECIAL TRIPS". Other special trips are defined as follows:

- A) Any service rendered because of earlier than usual closing time.
- B) When asked to return later because CLIENT'S unfinished deposit or staff availability.
- C) Any services on the above specified holidays or any service after 6:00 P.M.
- D) New Year's Eve and Christmas Eve, regardless of whether it is the CLIENT'S regular schedule.

The charge for special trip service will be the CLIENT'S per service rate plus location based Special Delivery fee (see Exhibit 1).

2. It is agreed between the CLIENT and the COMPANY that all property delivered into the care of the COMPANY to be securely sealed or locked and clearly labeled with the consignee's name and address, and that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to the COMPANY pursuant to this agreement. Any containers used for transporting property furnished by CLIENT shall be subject to the approval of the COMPANY. It is further agreed that liability shall commence when any shipment has been received and placed in the possession of the COMPANY and shall terminate when the same shall have been delivered to the designated consignee.

3. The COMPANY represents that it carries insurance in a responsible company covering its liability as stated in the contract for loss or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms, conditions, and limitations of the contract or contracts pertaining thereto, covers liability to third person for damage incurred to them by reason of accidents for which COMPANY is legally responsible. The COMPANY agrees to keep such insurance in full force during the full life of this contract. The COMPANY further agrees that it will maintain in force all necessary permits and licenses required by law and that it will comply with all municipal ordinances, state statutes, and federal laws which may be applicable to its operations.

4. CLIENT agrees that the contents of the containers shall not exceed (\$25,000.00), in the aggregate, nor shall the COMPANY be liable for an amount more than said sum, nor in any amount in excess of the insurance coverage applicable to the particular loss. CLIENT may request temporary limit increases with two (2) weeks written notice, and may experience additional special delivery fees, meeting COMPANY's insurance liability limits and/or requirements.



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5. The COMPANY agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of property (hereinafter called "LOSS") from the time it is received by the COMPANY until such time as it is delivered to the consignee designated by the CLIENT to receive same, or, in the event of non-delivery, until its return to the CLIENT, but the COMPANY does not assume liability for property while in the safe(s) on the CLIENT'S premises.

The sole liability of the COMPANY in the event of loss from whatever cause, except as hereinafter further limited, shall be payment to the CLIENT of the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in paragraph 4 of this contract for the designated shipment.

The CLIENT agrees with COMPANY that in the event of loss, it will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said checks, COMPANY'S liability except as herein-after limited shall be the payment to the CLIENT of:

- (a) Reasonable costs necessary to reconstruct the checks plus where the checks reconstructed, any necessary costs because of stop-payment procedures.
- (b) The face value of checks which cannot be reconstructed.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include requests by CLIENT to the makers of the missing checks to issue duplicates and in the event the maker refuse to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the COMPANY and its assigns. It is further understood and agreed that the word "SHIPMENT" wherever used in this agreement shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one destination address.

6. The CLIENT agrees to advise the COMPANY, its agents, servants, and employees, in writing, as to the value of each container being transported on each delivery. The CLIENT herewith instructs the BANK to advise the COMPANY in writing as to the value of each container that the said BANK turns over to the COMPANY. It is specifically understood and agreed that the CLIENT shall be bound by the said declared value and that the COMPANY shall not be liable beyond the said declared and written value. It is further agreed that the property being transported always belong to the CLIENT. In the event of a discrepancy as between the CLIENT and the BANK concerning the contents of said containers being delivered by the COMPANY such discrepancy shall be resolved between the CLIENT and the BANK without the intervention of the COMPANY. The CLIENT agrees to notify the COMPANY in writing of any claims for loss within 72 hours after loss is discovered or should have been discovered in the exercise of due care, and, in any event, within 30 days after delivery to the COMPANY of the Property in connection with which the claim is asserted, and unless such notice shall have been given, such claim shall be deemed waived. The CLIENT further agrees to furnish proof of loss in a form satisfactory to the COMPANY or its insurer and promptly assist the COMPANY or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, the COMPANY, or its insurance company shall be subrogated to all the CLIENT'S rights and remedies of recovery, therefore.

7. Notwithstanding any other provisions of this agreement, it is agreed the COMPANY shall not be liable for any loss caused by or resulting from:

- (a) Radioactive Contamination and Explosive Nuclear Assemblies
 - (1) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.



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(2) Any legal liability of whatsoever nature, directly or indirectly caused or contributed to by or arising from:

- a) Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear component thereof.

(b) Notwithstanding anything contained to the contrary herein it is agreed that the COMPANY shall not be liable for loss or damage directly or indirectly occasioned by, happening through or in consequence of:

- (1) War, Invasion, Acts of Foreign Enemies, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, confiscations, or Nationalization, or Requisition or Destruction of or damage to property by or under the order of any government or public or local authority.
- (c) Shortages claimed in the contents of the sealed or locked shipments.
- (d) Non-performance or delays; but the COMPANY agrees to be liable for the safety of any property received into its possession subject to the limitations and restrictions set forth herein.
- (e) The COMPANY shall not be liable to the CLIENT for failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of God, or where during the existence of any strike or labor disturbance the COMPANY determines that in its judgment the same may danger the safety of CLIENT'S cargo or the COMPANY'S vehicle or employees.
- (f) Breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles.

8. The COMPANY shall be liable for completion of services based on pre-determined schedules, once CLIENT property is in possession by COMPANY. If the COMPANY cannot fulfill services as scheduled, immediate notification in writing will be provided to CLIENT, and include a reasonable timeline of completion.

9. While performing services for the CLIENT, COMPANY and its employees or agents may view information regarding the CLIENT, including nonpublic personal information (CLIENT's employee and/or customer information). The COMPANY acknowledges that such CLIENT Information is confidential and agrees that it will not in any manner disclose, reveal, or use the CLIENT Information for any purpose. This confidentiality provision shall survive the termination of this agreement.

Subsequently, while performing services for the CLIENT, the CLIENT and its employees or agents may view information regarding the COMPANY, including nonpublic operational and/or personal information (the COMPANY's employee and/or Client information). CLIENT acknowledges that COMPANY information is confidential and agrees that it will not in any manner disclose, reveal, or use the COMPANY information for any purpose. This confidentiality provision shall survive the termination of this agreement.



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Subject to the terms and conditions above, this agreement shall commence on February 3, 2026 and shall continue for a period of one (1) year. This agreement may be terminated by either party on thirty (30) days prior written notice. At the expiration of the time set forth in the preceding sentence, the agreement shall automatically be extended from month to month until terminated by either party on thirty (30) days prior written notice or until a new agreement is executed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

E & JK ENTERPRISES, INC. dba SUNDOWN SECURITY

Name: _____

Date: _____

Printed Name: _____

Title: _____

Yellowstone County Treasurer

Name: _____

Date: _____

Printed Name: _____

Title: _____



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EXHIBIT 1

SERVICE LOCATION	DAY OF THE WEEK/ROUTE	FREQUENCY	RATE	MONTHLY COST
CURRENCY DELIVERY				
Change order pick up at: Wells Fargo, Downtown Location	Wednesday	Weekly	\$28	\$122
Change order delivery at: Ostlund County Administration Building, Yellowstone County Treasurer's office				
			SUBTOTAL	\$122

ADDITIONAL SERVICES/FEES	MONTHLY COST
Fuel Surcharge (currently 2% of vehicle related fees) ***	\$5
Special Deliveries- off schedule, off route, service on site more than 15 minutes	\$45

TOTAL \$127

*** Fuel surcharge fees are subject to quarterly fuel price review. Fuel surcharges will not exceed 3% of delivery services (calculated on service fees requiring vehicle fleet use only) in 2025. Fuel surcharges are adjusted as follows:

1. 3% of vehicle required service fees for previous quarterly average fuel expense exceeding \$3.40/gallon.
2. 2% of vehicle required service fees for previous quarterly average fuel expense between \$3.00/gallon and \$3.39/gallon.
3. 1% of vehicle required service fees for previous quarterly average fuel expense between \$2.75/gallon and \$2.99/gallon.

If surcharge percent of vehicle required service fees falls below \$5, a \$5/month minimum will be charged.



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