



City of North Port

Office of the City Attorney

Response to Request for Legal Services

To: Mel Thomas, NDS/Economic Development

From: Michael Golen, Assistant City Attorney

Through: Amber L. Slayton, City Attorney

Date: September 6, 2019

Re: Request for Legal Services – Insightly.com terms and conditions

The above-referenced Request for Legal Services has been reviewed.

Attached to the response to your request for legal services are the following two documents:

1. Insightly's Terms and Conditions.
2. Insightly's Order Form.

Both documents are legally correct as to form. The City Attorney's Office has negotiated additional terms with this vendor outside of the Terms and Conditions. These additional terms appear on the attached Order Form. Please let me know if there are any questions, comments, or concerns. Otherwise, no further action will be taken on this Request for Legal Services. The matter will be deemed concluded once the City Attorney's Office receives a final version of the document. The file will then be closed.

The following are business points included in the contract that you should be aware of. Though not legal in nature, they will impact your use of the vendor's service.

1. Section 3 – Changes to Terms of Service. The vendor has the right to change the terms at any time and to provide minimum notice of such a change. It is the user's responsibility to remain aware of any such changes.
2. Section 5 – Feedback. Providing feedback to the vendor grants the vendor a "non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights [that the City] own or control to use, copy, modify, create derivative works based upon and otherwise exploit" for any purpose.

3. Section 6 – Subscription.
 - A. Taxes. You will need to verify with the vendor that the City is a governmental entity that should not be charged certain taxes.
 - B. Termination. The City can terminate the contract at any time; however, no refund will be issued for unused services.
4. Section 8 – Content Ownership. Any content the City makes available through the vendor’s service grants the vendor a “non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute” that content.
5. Section 13 – Warranty and Disclaimers. The vendor makes no warranties that the service will work.
6. Section 14 – Indemnity. The City agrees to hold the vendor harmless from all liabilities for the City’s use of the service. However, the vendor provides no reciprocal indemnification of the City for the vendor’s actions or inactions.
7. Section 15 – Limitation of Liability. The City waives all claims for damages or causes of action against the vendor for any loss incurred pursuant to the use of the service.

Chris Johnes

From: Michael Golen
Sent: Tuesday, September 10, 2019 9:35 AM
To: Chris Johnes
Cc: Mel Thomas
Subject: RE: John Hendershott sent you "CNPED | Insightly - Agreement (2 Free Months)" via PandaDoc

Yes, these appear to be the same as was provided in the response to your request for legal services.

Thank you,

Michael Golen, CPM
Assistant City Attorney
City of North Port, Florida
(941) 429-7260



From: Chris Johnes <cjohnes@cityofnorthport.com>
Sent: Tuesday, September 10, 2019 9:07 AM
To: Michael Golen <mgolen@cityofnorthport.com>
Cc: Mel Thomas <mthomas@cityofnorthport.com>
Subject: RE: John Hendershott sent you "CNPED | Insightly - Agreement (2 Free Months)" via PandaDoc

Hi Michael,

Can you please confirm that the Special Terms Insightly added to their agreement are accurate as to form and correctness for the changes you requested? I have attached a PDF of the final agreement, signed by Insightly.

I would like to include your confirmation in the documents I will be uploading to Legistar today for Commission approval.

Thanks very much for all your assistance with getting this project completed.

Chris

From: Mel Thomas <mthomas@cityofnorthport.com>
Sent: Monday, September 9, 2019 5:51 PM
To: Chris Johnes <cjohnes@cityofnorthport.com>
Subject: Fwd: John Hendershott sent you "CNPED | Insightly - Agreement (2 Free Months)" via PandaDoc

Sent from my iPhone

Begin forwarded message:

From: Michael Golen <mgolen@cityofnorthport.com>
Date: September 9, 2019 at 5:29:49 PM EDT
To: Mel Thomas <mthomas@cityofnorthport.com>
Subject: FW: John Hendershott sent you "CNPED | Insightly - Agreement (2 Free Months)" via PandaDoc

Mel,

I received the below email today, but I think it belongs to you.

Thank you,

Michael Golen, CPM
Assistant City Attorney
City of North Port, Florida
(941) 429-7260



From: John Hendershott via PandaDoc <docs@email.pandadoc.com>
Sent: Monday, September 9, 2019 5:07 PM
To: Michael Golen <mgolen@cityofnorthport.com>
Subject: John Hendershott sent you "CNPED | Insightly - Agreement (2 Free Months)" via PandaDoc

John Hendershott sent you "CNPED | Insightly - Agreement (2 Free Months)". Open the document via

<https://app.pandadoc.com/document/a51a735fe2d36762ed9fec5eb1c2c31af180a530>

Forward

<https://app.pandadoc.com/document/a51a735fe2d36762ed9fec5eb1c2c31af180a530?tool=forward> -- PandaDoc is an application to send, track, annotate, and sign documents online in a fast, secure, and professional way.





**John Hendershott sent you "CNPED |
Insightly - Agreement (2 Free Months)".**

OPEN THE DOCUMENT

➔ FORWARD

<https://www.insightly.com>

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E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

