

**USER INSTRUCTIONS FOR MASTER AGREEMENT  
(LEVERAGED PROCUREMENT)**

These User Instructions are provided for the Master Agreement with the Contractor noted below. The Judicial Council of California issued a Request for Proposal seeking vendors that could provide the requested services to the judicial branch. Any eligible judicial branch entity (“JBE”) that wants to use the Master Agreement must enter into a Participating Addendum with the Contractor.

Please carefully review these User Instructions.

NAME OF THE ENTITY THAT ESTABLISHED THE MASTER AGREEMENT AND CONTACT PERSON INFORMATION:			
<b>Judicial Council of California Bruce Newman, Senior Facilities Analyst Bruce.Newman@jud.ca.gov (415) 865-4039</b>			
NAME OF THE CONTRACTOR AND CONTACT INFORMATION:			
<b>MEK Enterprises, Inc. Ignacio Navarro Ignacio@4mek.com Office: (619) 527-0957, ext. 220 Cell: (786) 413-9499</b>	<b>MEK Enterprises, Inc. Aron Fleck Aron@4mek.com Office: (619) 527-0957, ext. 201 Cell: (619) 405-4310</b>		
MASTER AGREEMENT NUMBER:			
<b>LPA-87180</b>			
GOODS/SERVICES:			
<b>San Francisco Moving and Installation Services</b>			
ONLY THE FOLLOWING ENTITIES ARE ELIGIBLE TO PROCURE UNDER THE MASTER AGREEMENT:			
<ul style="list-style-type: none"><li>• <b>The Judicial Council of California</b></li><li>• <b>The Supreme Court of California</b></li><li>• <b>The First District Court of Appeal</b></li><li>• <b>Habeas Corpus Resource Center</b></li></ul>			
THE TERMS OF THE MASTER AGREEMENT ARE AS FOLLOWS:			
START DATE:	<b>November 28, 2022</b>	EXPIRATION DATE:	<b>November 27, 2023</b>
INITIAL TERM:	<b>1 year</b>		
OPTIONS TO EXTEND:	<b>4 options of consecutive 1-year periods, exercised at the Establishing JBE’s sole discretion</b>		
FINAL TERM EXPIRATION DATE:	<b>November 27, 2027</b>		

1. Any entity that orders goods and/or services under the Master Agreement:
  - i. should first carefully review the Master Agreement and determine whether procuring under the Master Agreement is consistent with the entity’s requirements;
  - ii. must first enter into a Participating Addendum (Appendix E to the Master Agreement) with the Contractor;
  - iii. is solely responsible for the acceptance of and payment for goods/services; and
  - iv. is subject to the terms and conditions of the Master Agreement; and is solely responsible for its obligations and any breach of its obligations.

2. Section 1 of Appendix A contains information regarding Participating Addendums and Ordering:
  - i. This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Services, and Deliverables as further described in Sections 2 and 3 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of orders.
  - ii. Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix E to this Agreement ("Participating Addendum"). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
  - iii. Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of each Participating Addendum between the Contractor and a Participating Entity.
  - iv. Under a Participating Addendum, the JBE may at its option place orders for the services using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or

responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

- v. This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

3. Section 2 of Appendix A contains the Scope of Services.

4. Miscellaneous Information:

- Master agreement copy is available at [www.courts.ca.gov/procurementservices.htm](http://www.courts.ca.gov/procurementservices.htm).
- Please contact Bruce Newman if your court has issues or concerns that cannot be immediately or easily resolved.
- Courts will be notified when the options to extend are elected and/or when the Master Agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.