

SERVICES AGREEMENT

RETAIL MARKETING SERVICES, INC., dba CARTRAC

Abandoned Shopping Cart Retrieval Services

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and RETAIL MARKETING SERVICES, INC., a California corporation, doing business as CarTrac (“Contractor”).

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Abandoned Shopping Cart Retrieval Services (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from February 1, 2025, through June 30, 2027, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two (2) additional one (1)-year periods, not to exceed a total of five (5) years, upon mutual written agreement of the parties.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Two Hundred Ninety Thousand Dollars (\$290,000.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in

writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlstr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. Contractor is aware of and stipulates that Contractor will also comply with California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR, when applicable. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Public Works Department
City of Riverside
Attn: Public Works Director
8095 Lincoln Avenue
Riverside, CA 92504

To Contractor

Retail Marketing Services, Inc.,
dba CarTrac
Attn: Marco Saucedo
1020 N. Lake Street
Burbank, CA 91502

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

25. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

26. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

26.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

26.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

26.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

27. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” - Scope of Services

Exhibit “B” - Compensation

Exhibit “C” - Key Personnel

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

RETAIL MARKETING SERVICES,
INC., a California corporation, doing
business as CarTrac


By: _____
City Manager

By:  _____
Print Name: Matthew Dodson
Title: CEO
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By:  _____
Print Name: Marco Saucedo
Title: VP, Operations
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

By:  _____
Chief Financial Officer

Approved as to Form:

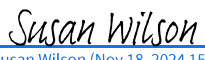
By:  _____
Susan Wilson
Susan Wilson (Nov 18, 2024 15:20 PST)
Assistant City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

A. PARTICIPATING AND NON-PARTICIPATING STORES

The primary function of the Service Provider is to provide services to participating stores for shopping carts properly identified as belonging to participating stores. The secondary function of the Service Provider is to provide services to the City of Riverside for abandoned carts from non-participating stores or carts without identifying signs. There are currently 61 operating retailers with shopping carts in the City of Riverside. Please note: Participating stores are those that opt to have their shopping carts delivered directly to their store upon retrieval by contractor. Non-participating stores are those that opt to have their shopping carts delivered to the City’s Corporation Yard where they are to be picked up by the non-participating store. Retailers notify the City of their intentions to participate or not participate on an annual basis, and a signed notification is sent to the City.

B. RETRIEVAL SERVICES

Service Provider will retrieve shopping carts located off-premises of participating stores and return them to the designated storeowners’ representatives within 24 hours of cart retrieval.

The Service Provider will also retrieve abandoned shopping carts from Non-participating stores or carts without identifying signs located off premises of any store or retail center and deposit the carts at the City’s Corporation Yard between the hours of 1:00 pm and 3:00 pm on weekdays. Service Provider shall provide a courtesy call to the designated City representative within 30 minutes of anticipated delivery. Service Provider shall tag or label the deposited shopping cart with the date it was deposited to the City’s Corporation Yard. The Service Provider shall secure and store abandoned shopping carts from non-participating stores or carts without identifying signs retrieved after-hours, on excepted holidays, and on weekends until the next business day, when delivery can be made to the City Corporation Yard.

Service Provider must have a process in place to notify non-participating retailers of carts deposited at the City’s Corporation Yard within 24 hours of cart delivery to the City Corporation Yard. It is estimated that approximately 600 carts per month would be retrieved and returned to participating stores and/or deposited at the City’s Corporation Yard.

Service Provider shall display a sign indicating Service Provider’s company name on both sides of all vehicles. Said sign shall be approved by the City.

C. FREQUENCY AND SERVICE DELIVERY

Service Provider shall provide regular retrieval services throughout the entire city, seven days per week, including holidays, with the exception of Thanksgiving, Christmas Day, and New Year’s Day. The Service Provider shall have at least two dedicated drivers solely designated to retrieve

carts within the City of Riverside at all times of operating business hours. Possession of a valid California Class C driver's license is required.

Each driver shall patrol a designated area of the City. Drivers shall patrol their designated areas between the hours of 6:00 am and 6:00 pm. Any abandoned carts reported before 3:00 pm shall be retrieved the same day and any abandoned carts retrieved after 3:00 pm shall be delivered immediately the following day. Any abandoned shopping carts that were not reported but were retrieved during regular patrol hours shall be delivered within 24 hours of retrieval.

Service Provider shall provide the City with a report on the 15th day of each month identifying the area of the City each driver patrolled and the number of carts retrieved by each driver. The City may request enhanced retrieval services during especially busy retail periods including but not limited to the Christmas shopping season. The City may also request that the Service Provider patrol specific locations multiple times per day. The locations will be identified by the City and shall be referred to as "Hot Spots". The "Hot Spots" are identified in Exhibit B and may be subject to change at the City's discretion.

Service Provider will respond to Service Requests (SR) generated by the City's 311 Call Center for abandoned carts reported to the City by residents, businesses, and City staff. Service Provider must provide a unique email address to the City in order to receive the SR's from the City's 311 Call Center via email. Abandoned carts reported to the City's 311 Call Center before 3pm shall be retrieved the same day and any abandoned carts reported after 3pm shall be retrieved immediately the following day, including weekends and non-excepted holidays.

Calls received on excepted holidays will be handled on the following day. Shopping carts must be delivered to participating retailers within 24 hours of retrieval. Service Provider must notify the City within 72 hours via email of the completion of the SR. The City will conduct random field surveys to determine if SR's are completed as reported by the Service Provider. If the City determines that SR's are not being completed within the required time frame, the contract will be subject to termination.

D. GEOGRAPHIC AREA TO BE SERVED

Service Provider is to provide services within the City of Riverside only. Areas of greatest need are identified as commercial and multifamily districts, and along major arterials citywide. The areas of greatest need may also include those locations identified by the City as "hot spots" (Exhibit "B"). These locations will need to be patrolled more frequently at the direction of the City and may change at the City's discretion.

E. INVENTORY CONTROL

Service Provider will maintain a log of carts retrieved and returned to all participating stores, including the number of carts retrieved for each participating store, date and time of retrieval and return of each cart, geographic location of retrieval of each cart, and signature of store representative accepting returned carts.

Service Provider will maintain records of abandoned carts from non-participating retailers or carts without identifying signs retrieved and deposited at the City's Corporation Yard, including the number of carts retrieved, date and time of retrieval and deposit of each cart, geographic location of retrieval of each cart, and signature of authorized City representative accepting deposited carts.

Service Provider shall tag or label each deposited shopping cart with the date it was deposited to the City's Corporation Yard. Service Provider is responsible for notifying non-participating retailers of carts deposited at the City's Corporation Yard within 24 hours of cart delivery. Service Provider may notify retailers either by mail or in person.

A signature of a store representative shall be obtained upon notification. A written report must be provided to the City of Riverside by the 15th day of the following month. The report shall include retailer's name, number of carts retrieved and deliveries made for each retailer, number of carts deposited at the City's Corporation yard, and cost of services. The City reserves the right to make modifications to the report format/content.

F. REQUIRED MEETINGS

Service Provider is required to attend quarterly meetings with a designated representative of the City. Meetings will be scheduled at the convenience of the City and Service Provider. The City reserves the right to modify the meeting schedule as needed. Service Provider will be prepared to provide information on where carts are most commonly retrieved and the percentage of carts retrieved for participating retailers versus non-participating retailers. Service Provider shall also be prepared to discuss cart retrieval response times and ideas for improvement in those response times. Service Provider shall include in their proposal a detailed and innovative plan for providing this information to the City.

EXHIBIT "B"

COMPENSATION

Retail Marketing Services Inc. dba CarTrac shall invoice the CITY monthly for services performed. The rate shall remain at the current contracted amount of \$20.00 Per Delivery for Participating Retailers and \$23.00 Per Delivery for Non-Participating Retailers for an amount not to exceed \$10,000/month. Invoices shall contain as much detail and supporting documentation as is reasonably prescribed by the CITY.

Operating Retailers in Riverside, CA

1. 99 Cents Only Stores - 3477 Arlington Ave
2. 99 Cents Only Stores - 9915 Magnolia Ave
3. 99 Cents Only Stores - 11160 Magnolia Ave
4. Albertsons - 2975 Van Buren Blvd
5. ALDI - 3750 Tyler St
6. Big Lots - 4022 Madison St
7. Big Lots- 2620 Canyon Springs Pkwy
8. Cardenas Markets Inc - 6350 Van Buren Blvd
9. Cardenas Markets Inc - 3840 La Sierra Ave
10. CVS Pharmacy - 6840 Lincoln Ave
11. CVS Pharmacy - 491 E Alessandro Blvd
12. CVS Pharmacy - 8280 Magnolia Ave
13. CVS Pharmacy - 3440 La Sierra Ave
14. Dollar Tree - 4074 Madison St
15. Dollar Tree - 4033 Chicago Ave #B
16. Dollar Tree - 4712 La Sierra Ave Ste B
17. Dollar Tree - 8765 Trautwein Rd
18. Dollar Tree - 5608 Van Buren Blvd
19. El Super - 5800 Van Buren Blvd
20. Food 4 Less Supermarket - 3900 Chicago Ave
21. Food 4 Less Supermarket - 4250 Van Buren Blvd
22. Hobby Lobby Stores Inc - 2663 Canyon Springs Pkwy
23. Home Depot - 3323 Madison St
24. Lowe's - 9851 Magnolia Ave
25. Marshall's - 2676 Canyon Springs Pkwy
26. Maxi Foods - 8616 California Ave
27. Maxi Foods - 4050 University Ave
28. Northgate Market - 10391 Magnolia Ave
29. Petco - 8974 Trautwein Rd
30. Petco - 2630 Canyon Springs Pkwy
31. Petco - 3384 Tyler St
32. Petsmart - 2828 Campus Pkwy
33. Ralphs Grocery Company - 3350 La Sierra Ave

34. Ralphs Grocery Company - 6155 Magnolia Ave
35. Ralphs Grocery Company - 5225 Canyon Crest Dr
36. Rite Aid Corp - 5225 Canyon Crest Dr
37. Rite Aid Corp - 6150 Van Buren Blvd
38. Riverside Seafood Market - 4529 La Sierra Ave
39. Sams Club - 6363 Valley Springs Pkwy
40. Smart & Final Iris - 3310 Vine St
41. Smart & Final Iris - 4039 Tyler St
42. Smart & Final Iris - 5202 Arlington Ave
43. Smart & Final Iris - 2744 Canyon Springs Pkwy
44. Sprouts - 475 E Alessandro Blvd
45. Staples - 6296 Magnolia Ave
46. Stater Bros - 9225 Magnolia Ave
47. Stater Bros - 4680 La Sierra Ave
48. Stater Bros - 6160 Arlington Ave
49. Stater Bros - 2995 Iowa Ave
50. Stater Bros - 3420 La Sierra Ave
51. Stater Bros - 2841 Mary St
52. Stater Bros - 315 E Alessandro Blvd
53. Stater Bros - 7200 Arlington Ave
54. Stater Bros - 170750 Van Buren Blvd
55. Target - 3520 Tyler St
56. Target - 3333 Arlington Ave
57. Target - 2755 Canyon Springs Pkwy
58. Trader Joes - 6225 Riverside Ave
59. Vons Companies, Inc. - 3520 Riverside Plaza
60. Wal-Mart - 6250 Valley Springs Pkwy
61. Wal-Mart - 5200 Van Buren Blvd

Hot Spots in City of Riverside:

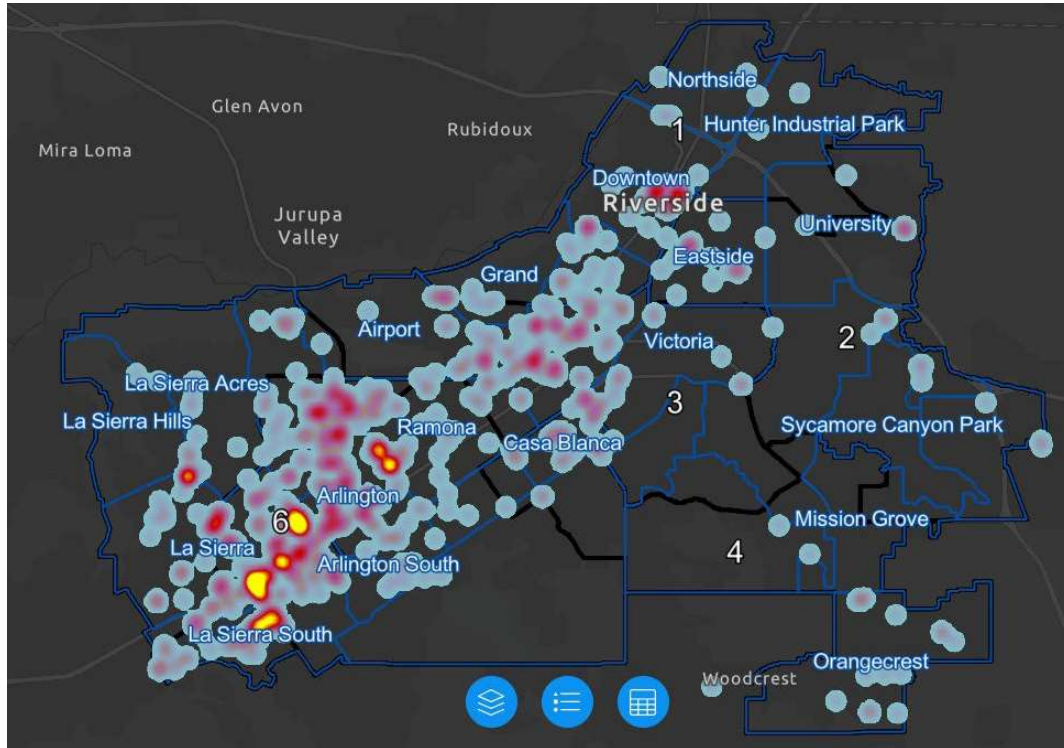


EXHIBIT “C”

KEY PERSONNEL

Contact: Marco Saucedo – Vice President of Operations
Company Address: 1020 N. Lake Street, Burbank, CA 91502
Phone: 818-817-6326
Email: msaucedo@retailms.net
CA Business License: #39708425

Contact: Christian Ramirez – So. California Regional Manager
Phone: 818-817-6707
Email: cramirez@retailms.net

Contact: Kenya Zepeda – Customer Service Dispatcher
Phone: 818-817-6712
Email: kzepeda@retailms.net

Contact: Christopher Valladares – Administrative Assistant / Account & Information
Systems Specialist
Phone: 818-817-6708
Email: christopher@retailms.net