



SIGNAGE SALES AGREEMENT # 51262

This Signage Sales Agreement No. ("Agreement") is made and entered between Encore Image, Inc. ("Encore") and Perris Union High School District ("Purchaser") having an address, telephone number and email address, respectively, 155 E 4th St Perris, Ca 92570 and (951) 443-2731 hector.gonzalez@puhsd.org.

Encore agrees to construct and install the signage described below ("Signage") at the site location described below ("Site") in accordance with and pursuant to the provisions of this Agreement, including the provisions contained on the reverse side of this Agreement and incorporated by reference into this Agreement, and Purchaser agrees to pay the price specified below ("Price") at the times specified below for the construction and installation of the Signage in accordance with and pursuant to the provisions of this Agreement, including the provisions contained on the reverse side of this Agreement.

- 1. Description of Location of Site: California Military Institute 755 N. A street, Perris Ca. 92570

Description of Signage: Manufacture one (1) 18" x 8'3" double faced illuminated curved top Id sign with polycarbonate face, digital print graphics and photo cell. Supply one (1) 4'5" x 8'3" double faced 16mm message display. Encore to get DSA approval with PC plans. Install on 8" x 12" square tube with footing per DSA plans at 15'11". District is responsible for all DSA inspections. Hook to existing 20 amp 110v electrical circuit at sign location. Communication to sign is 4G wireless cellular data for life of sign with cloud based programming. There is a 5 year parts and 1 year labor warranty included.

Additional Project Information, Conditions or Specifications or Additional Agreement Provisions:

Price for Construction and Installation of Signage: \$ 58,993.80

(Unless different payment terms are otherwise specified above, (i) Encore will invoice Purchaser for monthly progress payments and Purchaser shall pay each such invoice within thirty (30) days of receipt; (ii) Purchaser shall pay fifty Percent (50%) of the Price concurrently with executing this Agreement as a deposit which shall be applied to payment of monthly invoices until the deposit is exhausted; (iii) in addition to the payment of the Price, Purchaser shall pay any sales taxes on the Signage, the costs of any engineering submissions, inspections or permits required with respect to the Signage by the local jurisdiction in which the Site is located, \$85 per hour for the services of Encore personnel in connection with any such engineering submissions, inspections or permits and any additional charges as provided on the reverse side of this Agreement; and (iv) overdue payments shall bear interest at 18% per annum (or maximum legally permitted rate, if less) until paid. Price includes Prevailing Wage and all Department of Industrial Relations (DIR) requirements that apply to this project. Encore Image, Inc. DIR# 1000014083. This quote includes the current Prevailing Wage rate determined by the DIR.

ENCORE IMAGE, INC.

Signature of Encore Sales Representative Date:

PURCHASER Title:

Signature of Purchaser

Printed Name of Signer Date:

Guaranty

The undersigned ("Guarantor") unconditionally guarantees the prompt and timely payment by Purchaser of all moneys due and payable to Encore and the timely performance of all of Purchaser's other obligations under and pursuant to the provisions of the above Agreement. Guarantor agrees to pay all reasonable attorneys' fees, court costs and other expenses incurred by Encore by reason of any default by Purchaser. Guarantor waives notice of acceptance and all other notices or demands of any kind to which Guarantor may be entitled except demand for payment. Nothing shall discharge or satisfy Guarantor's liability except the full performance and payment of Purchaser's obligations under the above Agreement.

Guarantor

Signature of Guarantor Date:

Printed Name of Signer

## STANDARD TERMS AND CONDITIONS

### Additional Purchaser Responsibilities and Costs:

- (a) Purchaser, at its own expense, shall provide electrical service and dedicated circuits and feed wires to within five feet of the site for the installation of the Signage prior to the scheduled date for the installation of the Signage. The electrical service, dedicated circuits and feed wires shall conform to all applicable building and electrical codes including the National Electrical Code ("NEC") and also conform to any specifications provided by Encore.
- (b) Purchaser, at its own expense, shall provide Encore with access to the installation site of the Signage and such access shall comply with NEC and local ordinance requirements regarding access, including, with respect to catwalks and access doors. Access includes providing Encore with sufficient room at the installation site to perform the installation of the Signage including ample room for equipment and the storage of materials and debris.
- (c) Purchaser, at its own expense, is responsible for obtaining all authorizations and permits that may be required by state, local, or federal governmental authorities in conjunction with the installation and usage of the Signage. DSA inspections and testing is the sole responsibility of the district and are not included in price. Only work performed and provided by Encore Image, Inc. will be covered in DSA permits and associated fees.
- (d) Purchaser shall be responsible for obtaining timely permission of the landlord or owner of the site for the Signage for the installation of the Signage.
- (e) Encore assumes no responsibility for underground obstructions at the installation site such as sewer, water, air, telephone, gas, electrical, concrete saddlers, concrete pads, rock, numerous boulders in excess of 10 inches in diameter or any condition which will impede or retard the process of normal excavations including, but not limited to sandy or wet soil which may cause cave-ins. The labor and materials expended by Encore to overcome such obstructions (which may involve, for example, the pumping of water or removal of contaminated soil or water) are not included in the Price and will be paid by Purchaser as an additional fee on a time and material basis. Other than exercising normal professional diligence in avoiding underground obstructions, Encore assumes no responsibility for underground obstructions such as sewer lines, water lines, electrical lines, which may be broken during excavation unless Encore has been provided with an accurate drawing of the underground obstructions prior to commencement of installation of the Signage.
- (f) If existing material is to be used for backfill, Encore shall be entitled to assume that the material is suitable for backfilling and compacting. If existing material is not suitable for backfilling, Encore will notify Purchaser and will haul away such material and import suitable material as an additional charge to Purchaser on a time and material basis.
- (g) All site work will be performed during normal business hours. Monday-Friday 8 a.m. – 5 p.m. Any work performed outside of normal hours will incur extra costs and will be executed only upon written change order.

Indemnification. Purchaser shall defend, indemnify and hold harmless Encore, and all of its shareholders, directors, employees, contractors and agents, from and against all claims, actions, proceedings, costs, damages, losses and liabilities, including reasonable attorneys' fees and expenses, arising out of, connected with, or resulting from (i) the breach of any representation or warranty by Purchaser under this Agreement, (ii) the usage of the Signage subsequent to its installation, (iii) the installation of the Signage unless such installation is performed by Encore, (iv) the maintenance of the Signage unless such maintenance is performed by Encore, (v) the text and pictures used in of the Signage, (vi) claims or disputes with the owner or lien holder of the premises on which the Signage is installed or any governmental entity seeking to revoke a permit or authorization regarding the Signage or any person bringing a nuisance or similar action with respect to the Signage, or (vii) claims arising from damage to underground obstructions at the Site unless such damage has been solely caused by the failure of Encore to exercise normal professional diligence.

Fabrication Interruptions or Delays. If, after the fabrication of the Signage is commenced by Encore, Encore shall cease fabrication of the Signage or extend the schedule for fabrication of the Signage at the request of Purchaser or by or as a result of Purchaser's failure to comply with the provisions of this Agreement, including payment obligations, or Purchaser's failure to provide information, materials, permits or any other input necessary to the timely fabrication of the Signage, Purchaser shall pay Encore in addition to the Price the amount equal to Encore's increased costs of performing its obligations under this Agreement caused by such cessation or delay in the fabrication of the Signage. It shall be in the sole discretion of Encore to agree to any cessation of fabrication or extension of the schedule for fabrication requested by Purchaser, and any such cessation or extension shall not relieve Purchaser of its obligations under this Agreement, including, in particular, the payment of the Price.

Risk of Loss. Purchaser shall bear all risk of loss for the Signage subsequent to its installation; providing, however, if Encore is not responsible for installing the Signage, then Purchaser shall bear all risk of loss for the Signage upon its removal from Encore's fabrication facility, including all risk associated with the Signage's delivery to Purchaser's installation site and its installation.

Security Interest. To secure full payment of the Price (and any other monies due under this Agreement) and the performance of all other obligations of the Purchaser to Encore under this Agreement, Purchaser grants Encore a security interest in the Signage. Purchaser agrees to execute all documents and take all action necessary or appropriate as requested by Encore to evidence this security interest and perfect this security interest. For purposes of this security interest, an event of default under this Agreement shall be deemed to occur upon the failure of Purchaser to pay any monies when due or upon the failure of Purchaser to comply with or satisfy any provision or obligation of Purchaser under this Agreement. Upon the occurrence of an event of a default, Encore shall have, in addition to the rights and remedies of an unsecured creditor, any and all of the rights and remedies provided to the holder of a security interest in personal property pursuant to applicable version of the Uniform Commercial Code.

Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of god, inability to obtain labor or materials or reasonable substitutes therefore, governmental controls, judicial orders, enemy or hostile action, civil commotion, fire or other casualty and other causes beyond the reasonable control of either party shall excuse the performance of that party of its obligations under this Agreement for a period equal to any such prevention, delay or stoppage other than for payment obligations which may not be excused or delayed.

Resolution of Disputes. Any dispute between the parties concerning the interpretation, validity or performance of this Agreement or any of its terms and provisions shall be submitted to binding arbitration by the American Arbitration Association before a single arbitrator in San Bernardino County, California under the American Arbitration Association rules regarding construction disputes. Applying the substantive state and federal laws of and for California, except that body of law pertaining to conflict of laws. The provisions of this paragraph and any resulting award may be enforced by any court of competent jurisdiction. The prevailing party shall be entitled to an award of all costs, fees and reasonable expenses, including attorneys' fees, incurred as a result of the arbitration and any action to enforce the arbitration award.

Ownership of Designs. All original unpublished artwork created by Encore for use on Purchaser's Signage, including all artistic design elements of the Signage structure itself, are owned exclusively by Encore and are not being sold to Purchaser. Subject to full payment of the Price (and any other additional amounts due Encore under this Agreement) by Purchaser and Purchaser's performance of all of its other obligations under this Agreement, Encore grants a royalty free, limited license to Purchaser to use such artwork and Signage design in connection with the Signage for the duration of the Signage's useful life.

Limitation of Liability. IN NO EVENT SHALL ENCORE BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PRICE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE SIGNAGE, TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.