



Corporate Office
 8955 National Blvd
 Los Angeles, CA 90034
 310-836-3200

TRANSACTION # **QTE256775**
 DATE **4/26/2019**
 EXPIRES **7/25/2019**
 SALES TEAM **413 JEREMY & LEE**



CUSTOMER C200503

Bel Air Beverly Crest Neighborhood Council

ATTACHMENT "D"

PROJECT
Pole Banners

PRIMARY CONTACT
 Robin Greenberg
 3109680605
 robin@robingreenberg.com

BILL TO
 Bel Air Beverly Crest Neighborhood Council
 Po Box252007
 Los Angeles CA 90025

DUE DATE

SHIP TO
 Bel Air Beverly Crest Neighborhood Council
 Po Box252007
 Los Angeles CA 90025

SHIPPING METHOD
 Installation - AAA Factory

PAYMENT TERMS
 Prepayment

QTY			EACH	TOTAL
2	Description	pole banner reprints	\$117.50	\$235.00 *
	Item	Pole Banner Graphic		
	Size	36" W x 96" H		
	Material	Vinyl - Block Out - White - 16oz		
	Color Match	Print As Is		
	Production Details	Quantity 2: 3'x8' Matte Blockout Vinyl - DF:S 1 ply - 4CP		
	Finishings	Pole Pocket - Placement: Bottom, Top - Size: 3" Trim - Type: Trim		
	Finishing Notes	standard pole banner finishing - 3" pole pockets top and bottom		
1	Description	Installation - service call billed on order 313914	\$0.00	\$0.00
	Item	Pole Banner Installation		
	Detail	service call billed on 313914		

	SUBTOTAL	\$235.00
Shipping charges are not included, and will be billed at the time of invoice unless listed.	EST. SHIPPING	TBD
	TAX (9.5%)*	\$22.33
	TOTAL	\$257.33



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- Artwork setup and graphic design are billed at an hourly rate of \$150.00
- Unless specified, installation and mounting hardware are not included
- Unless specified, packaging and shipping are not included

***** IMPORTANT *** PROOF APPROVAL TIMELINE *****

In order for AAA to meet your deadline requirements, please be sure to approve the proofs immediately upon receipt. Delays in proof approval will cause equal delays in production or expedited service fees may be incurred. Our standard production time is 3-5 business days, Monday through Friday.

- Orders approved less than 72 hours prior to the due date can be subjected to a 25% priority service fee
- Orders approved less than 48 hours prior to the due date can be subjected to a 50% priority service fee
- Orders approved less than 24 hours prior to the due date can be subjected to a 100% priority service fee



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QUOTE AGREEMENT

I acknowledge that all items in the Quote are correct and that I have read this Quote Agreement and the Terms and Conditions affixed hereto. I am authorized by the Customer to agree, and by my signature the Customer agrees, to the Quote Agreement and to those Terms and Conditions, and to authorize AAA Flag & Banner Mfg. Co., Inc. ("AAA Flag") to perform the work after AAA Flag receives the Customer's Approval of Artwork Proof. This Quote and accompanying Terms and Conditions, and any Change Orders, may be agreed to by use of original signatures, e-mail (pdf) signatures, or signatures sent via fax machine, or may be agreed to by text message or e-mail confirmation, or by telephone or verbal confirmation, and the Customer shall not later dispute or contest the authority of the Customer's signatory or of the Customer's agent (who enters into any of the aforementioned agreements by e-mail, fax machine, text message, telephone or verbal confirmation).

With regard to custom orders (not items in stock), the Customer acknowledges that to provide color accuracy, correct content and timely delivery, AAA Flag requires color callouts, a proof and timely approval of the Customer's artwork. AAA Flag cannot start production until after it receives the Customer's Approval of Artwork Proof. Normal production time is 3 to 5 business days after AAA Flag's receipt of the Customer's Approval of Artwork Proof. RUSH production will be subject to additional charges. RUSH production occurs when the Customer requests faster-than-normal production time, when the Customer delays in providing timely Approval of Artwork Proof resulting in faster-than-normal production time, or when situations or forces beyond AAA Flag's control require or cause faster-than-normal production time. Any delay in the timeliness of any Customer approvals or delivery of artwork or other requirements of the order will result in an equivalent delay in delivery of the order or, at AAA Flag's sole discretion, cancellation of the order due to insufficient time to produce or deliver the order.

If it becomes necessary for AAA Flag to employ an attorney or a collector to collect any outstanding balance due from Customer, including any accrued interest or finance charge, arising from or related to any goods or services provided by AAA Flag, the attorney's, collector's fees and costs for such services incurred by AAA Flag in the successful prosecution of such action shall be the responsibility of Customer, and AAA Flag shall be entitled to an award of all such fees and costs it incurred in prosecuting such action.

Date

Signature

Print Name



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TERMS AND CONDITIONS

1. **Acknowledgement and Agreement.** The Terms and Conditions set forth herein apply to any sale of goods or services by AAA Flag & Banner Mfg. Co., Inc. ("AAA Flag") to Customer. By signing the Quote, Customer acknowledges that it has read, understands and agrees to these Terms and Conditions. In addition, by agreeing to place an order with AAA Flag, and by accepting the goods and services ordered from and supplied by AAA Flag, Customer shall be deemed to have full knowledge of the Terms and Conditions set forth herein, shall be deemed to have accepted all such Terms and Conditions without objection, and such Terms and Conditions shall be binding in all respects on Customer.
2. **Inconsistency and Modification.** In the event of any conflict or inconsistency between the Terms and Conditions set forth herein and any term or condition set forth in any Order or in any offer or other form issued by Customer, whether or not such offer or other form is accepted by AAA Flag, the Terms and Conditions set forth herein shall prevail. No waiver, alteration, or modification of the Terms and Conditions set forth herein shall be valid or binding on AAA Flag unless made in writing and signed by a duly authorized representative of AAA Flag.
3. **Variations.** Customer acknowledges that, due to differences in equipment, materials, inks and other conditions between color proofing and actual production operations, a reasonable variation in color, clarity, brightness, and tone may exist between the proofs provided to Customer and the completed, manufactured goods supplied by AAA Flag. Customer further acknowledges and agrees a variation in appearance from the Order submitted by Customer and from any sample provided by AAA Flag is expected and reasonable, is acceptable to Customer, and shall not be deemed to be non-conforming or defective.
4. **Site Survey and Indemnity.**

Site Survey: In order for AAA Flag to accomplish its work, AAA Flag might require a survey of the site prior to installation or delivery of the goods. The sole purpose of the survey will be for AAA Flag to assess the logistics of installation or delivery, not to assess any risks or hazards of injury or damage. Prior to the date of installation or delivery of the goods, the Customer shall advise AAA Flag in writing or e-mail of any risks or hazards, patent or latent, associated with the site, including but not limited to any structures or conditions on, below, or adjacent to the site ("Site Conditions"), and relating to the installation or delivery of the goods. At no time shall AAA Flag be responsible for the Site Conditions, for remediation of Site Conditions, or for notifying the Customer or third-parties of any Site Conditions.

Indemnity: To the extent permitted by law, Customer shall indemnify, defend, and hold harmless AAA Flag, its officers, agents, employees and servants from all allegations, proceedings, claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from or relating to any Site Conditions, and relating to the installation or delivery of the goods.
5. **Permits and Authorizations.** Where and as applicable, Customer shall ultimately be responsible for obtaining all necessary permits and authorizations required for the delivery and/or installation of any goods provided by AAA Flag to Customer, and for maintaining such permits and authorizations in full force and effect. AAA Flag's performance shall be excused as a result of, and AAA Flag shall have no responsibility for, any delays arising or resulting from the failure to obtain or maintain such permits or authorizations.
6. **Delivery of Goods.** The goods will be delivered, Ex-Works, to the agreed upon AAA Flag's facility (Los Angeles, CA; San Francisco, CA; Miami, FL), and if the Customer desires that the goods be shipped to any other location, the Customer shall bear all cost and risks in shipment of the goods. AAA Flag shall not be responsible for shipping/ freight costs or for loss of or damage to goods, whether or not Customer chooses to insure the goods. Customer shall have the responsibility for pursuing any such claim against any carrier and if Customer has chosen to insure the goods, then Customer shall have responsibility for pursuing any claim under said insurance.
7. **Rental Hardware.** AAA Flag's rental hardware remains the property of AAA Flag. In the event of damage to or loss of rental hardware, AAA Flag reserves the right to charge for any repairs to, or replacement of, that rental hardware. Also, city light pole banner hardware is considered rental hardware and at the end of the term the pole banner hardware returns to AAA Flag. AAA Flag reserves the right to charge additional rental fees for pole banner hardware rentals exceeding 90 days.
8. **Cost Reimbursement. If AAA Flag's work, including site survey, site access, installation, or delivery of the goods, is delayed, restricted, obstructed or prevented for any reason, other than by AAA Flag's sole negligence and regardless of whether installation or delivery is by AAA Flag or third-party, then the Customer shall be responsible to pay or reimburse AAA Flag for all related expenses, including rental equipment, labor, materials, etc., within thirty (30) days of presentation of proof of those costs.**



9. Inspection and Non-Conforming Goods. Customer shall promptly inspect all goods and services provided by AAA Flag and shall notify AAA Flag, in writing within two (2) days after delivery of any nonconformance, including a detailed explanation of the nonconformance, and, if applicable, a statement of intent to reject the nonconforming goods or services. AAA Flag shall have the right and opportunity to inspect, remedy, correct, or replace any nonconforming goods or services prior to any cancellation by Customer.
10. Payment Terms and Conditions. Unless otherwise set forth in a writing prepared and/or signed by AAA Flag, payment for all goods and services provided by AAA Flag shall be net due and payable upon receipt. AAA Flag's terms are that an invoice rendered for the work performed and services provided shall be net due upon receipt and if not paid within thirty (30) days of the date of the invoice, a late payment charge of one percent (1%) per month, which is an annual rate of twelve percent (12%), will be calculated on the balance shown on our statement as being past due and payable.
11. Actions or Proceedings to Enforce. If it becomes necessary for AAA Flag to employ an attorney or a collector to collect any outstanding balance due from Customer, including any accrued interest or finance charge, or to defend against any action brought by or on behalf of Customer against AAA Flag arising from or related to any goods or services provided by AAA Flag, the attorney's fees and costs for such services incurred by AAA Flag in the successful prosecution or defense of such action shall be the responsibility of customer, and AAA Flag shall be entitled to an award of all such attorney's fees and costs it incurred in prosecuting or defending such action.
12. **DISCLAIMER OF WARRANTIES. ALL GOODS AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CAPACITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY EXPRESS WARRANTIES BY REPRESENTATION, DESCRIPTION, OR OTHER AFFIRMATION OF FACT, SAMPLE, OR ILLUSTRATION, WHETHER ORAL, WRITTEN, OR CONTAINED IN ANY LETTER, BROCHURE, WEBSITE, IMAGE OR OTHER MEDIUM. AAA FLAG DOES NOT WARRANT THE PERFORMANCE OR RESULTS OF USING ITS GOODS OR SERVICES.**
13. **LIMITATION OF LIABILITY. IN NO EVENT SHALL AAA FLAG BE LIABLE FOR, AND THE CUSTOMER WAIVES SUCH LIABILITY FOR, ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, AND COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THE MANUFACTURE OR SUPPLY OF ANY GOODS OR SERVICES, INCLUDING INSTALLATION OR DELIVERY, VANDALISM OR THEFT, ACTS OF GOD, OR FORCES OF NATURE, EVEN IF AAA FLAG HAS ACTUAL OR IMPUTED KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR OF THE POSSIBILITY OF DIRECT OR INDIRECT CONSEQUENCES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF AAA FLAG FOR CLAIMS ARISING HEREUNDER OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER HEREUNDER. HOWEVER, THIS LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW. ANY ACTION ARISING OUT OF THE PURCHASE BY CUSTOMER OF GOODS OR SERVICES FROM AAA FLAG MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**
14. **EXCLUSIVE REMEDIES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AAA FLAG ARISING, DIRECTLY OR INDIRECTLY, OUT OF ANY GOODS OR SERVICES PROVIDED BY AAA FLAG IS THE REPLACEMENT OF ANY NONCONFORMING GOOD(S) OR SERVICES, OR AT AAA FLAG'S ELECTION, A REFUND OF THE PORTION OF THE PURCHASE PRICE ALLOCABLE TO THE NONCONFORMING GOOD(S) OR SERVICES. NOTHING HEREIN SHALL LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON.**
15. Severability. If any provision of these Terms and Conditions is determined to be illegal or unenforceable, it shall be disregarded and shall not affect the enforceability of any other provision of these Terms and Conditions. Waiver by AAA Flag of a breach of any provision hereof shall not be deemed a waiver of future compliance therewith.
16. Governing Law and Venue. The Terms and Conditions shall be governed and construed in accordance with the laws of the State of California without regard to its choice of law principles. All rights and obligations of the parties hereto shall be governed by the laws of the State of California and deemed to have occurred in Los Angeles, California. The sole jurisdiction and venue for the enforcement, interpretation or construction of any portion of a transaction between AAA Flag and Customer, including but not limited to these Terms and Conditions, shall lie in the federal and state courts located in Los Angeles County, California.
17. Independent Contractor Relationship. Customer agrees that the business conducted by AAA Flag with respect to Customer is that of an independent contractor and that such is the sole relationship between the parties. Customer is not the representative or agent of AAA Flag, and has no authority, right or ability to bind or commit AAA Flag in any way, and will not attempt to do so or imply that it may do so.