



6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Confidential Information.** National expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by National shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
9. **Performance Warranty.** National warrants to County that National has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and National will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
10. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless National for any reason are hereby deleted. National shall Indemnify and defend county against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of National, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of National or any of National's agents, servants or employees.
11. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by National in any way associated with the Agreement.
12. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to dispute resolution or binding arbitration. Therefore, any references to dispute resolution or binding arbitration or to the waiver of a right to litigate a dispute are hereby deleted.
13. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
14. **No Waiver.** No waiver by County of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of County. County's failure to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise any right or option contained in this Agreement, shall not be construed as a waiver and shall not prevent County from enforcing that provision or any other provision of this Agreement in the future. County's receipt of payment, with knowledge of the breach of any term or condition of this Agreement, shall not be deemed a waiver of such breach.

15. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
16. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, National verifies National does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code § 2251.152 Acknowledgment: By signature below, National represents pursuant to Section 2252.152 of the Texas Government Code, that National is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
17. **Entire Agreement.** This Agreement, together with all agreements between the Parties referenced in this Agreement, embodies the entire understanding between the Parties with respect to the Terms and Conditions, and there are no prior effective representations, warranties or agreements between the Parties with respect to the Terms and Conditions. This Agreement shall supersede and replace all previous agreements pertaining to the Terms and Conditions between any of the Parties. Except as stated elsewhere in this Agreement, this Agreement contains the entire agreement between the Parties relating to the Services to be provided by National and supersedes all negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the Parties.
18. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
19. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

*{EXECUTION PAGE FOLLOWS}*

*{REMAINDER INTENTIONALLY LEFT BLANK}*

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

NATIONAL SIGNS, LLC

\_\_\_\_\_  
KP George, County Judge

Danae Stephenson  
Authorized Agent - Signature

\_\_\_\_\_  
Date

Danae Stephenson  
Authorized Agent - Printed Name

ATTEST:

V.P. - Finance & Admin  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

8/12/19  
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ \_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

Exhibit A: BuyBoard Award Letter

Exhibit B: National Business Agreement and General Terms & Conditions

# Exhibit A



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

August 16, 2018

**Sent via Email to: ghollenberg@nationalsigns.com**

Gregg Hollenberg  
National Signs  
2611 El Camino Street  
Houston TX 77054

Re: Parks & Recreation Equipment, Field Lighting Products, & Installation  
BuyBoard Contract 512-16

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Parks & Recreation Equipment, Field Lighting Products, & Installation, Contract 512-16, for which the current term is set to expire September 30, 2018. At this time, we are renewing your contract through September 30, 2019. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in blue ink that reads "Connie W. Burkett".

Connie W Burkett, CTSSB  
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

# Exhibit B



# National Signs

2611 El Camino St.  
Houston, TX 77054  
Tel: (713) 863-0600  
www.nationalsigns.com

<b>AN AGREEMENT BETWEEN NATIONAL SIGNS, LLC (SELLER) AND: FORT BEND COUNTY PARKS &amp; FAIRGROUNDS</b>			<b>(BUYER)</b>
<b>PROJECT NAME: MUSTANG COMMUNITY CENTER</b>			
<b>BILLING CONTACT: MICHEL DAVIS</b>	<b>PHONE: 832-471-2575</b>	<b>EMAIL: MICHEL.DAVIS@FORTBENDCOUNTYTX.GOV</b>	
<b>BILLING ADDRESS: P.O. BOX 509   FRESNO TX, 77545</b>	<b>FAX:</b>		
<b>JOB LOCATION: 4521 FM 521   FRESNO, TX 77545</b>			
<b>SALES CONSULTANT: MATTHEW NICOLAY</b>	<b>Buy Board - Contract # 512-16</b>		

<b><u>WE HEREBY SUBMIT SPECIFICATIONS AND INVESTMENT AMOUNT FOR:</u></b>	<b>INVESTMENT:</b>
<b>Sign Type A- Monument (Option Two)</b>	\$ 30,150.00
Manufacture and install (1) one 8'-0" x 12'-7 1/4" double-faced non-illuminated monument sign and round logo cabinet.	
<b>LED Message Center - Full Color</b>	\$ 20,750.00
Provide (1) one 1'-7" X 6'-9" full color double-faced LED message center with 15.85mm 20 X 125 matrix and 1'-1" X 6'-6" viewable area.	
Note: Pricing does <b>not</b> include running of primary power or required electrical infrastructure (sub panel).	



Permits, Engineering, Lane Closures and related fees, if any, are additional, and billed at cost plus a **\$495.00 procurement fee.**

**ALL WORK TO COMPLY WITH NS DRAWING #: 18 30448**      **REV: N/A DATED: 02.11.19**      Client Initials

**We propose hereby to furnish material and labor in accordance with above Specifications for:**

<b>SUBTOTAL:</b>	<b>\$ 50,900.00</b>	<b>SALES TAX:</b>	<b>\$ 0.00</b>	<b>TOTAL:</b>	<b>\$ 50,900.00</b>
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**ISSUE DATE: 07/23/2019** (Investment amount to remain in effect for 30 days from this date).

**ASK ABOUT AN EXTENDED WARRANTY, MAINTENANCE PROGRAM & FINANCING OPTIONS!**



1. **PAYMENTS.** Customer shall pay National Signs for Services in the amounts set forth in the Proposal (Schedule A). Except as stipulated under other agreements, National Signs requires a 50% initial payment prior to beginning work on any project. National Signs may submit incremental progress billings (invoices) to Customer based on the project milestones, each representing a percentage of work complete in accordance with an approved Schedule of Values (Schedule B) with such additional detail or substantiating information as may be requested by the Customer. National Signs agrees to submit partial pay requests not more than once in a 30-day period. Pursuant to this agreement, Customers have the right to withhold 5% of the total contract amount as retainage to be released upon completion of the project.

Final payment shall be made to National Signs upon acceptance and approval of all work by the Customer or Customer’s representative and will be due thirty (30) days from the date of the final Invoice. Any amounts due under this Agreement which are past due shall bear interest from the due-date of payment at the rate of one, point five percent (1.5%) per month or eighteen percent (18%) per annum.

2. **WARRANTY.** Labor and Workmanship. National Signs warrants the labor and workmanship provided in its performance of the Services and any Additional Services for a period of five (5) years from the date the particular Service or Additional Service is completed.

Parts and Specially Fabricated Materials. National Signs provides parts and/or specially fabricated materials to the Customer in the performance of the Services. National Signs warrants all parts and specially fabricated materials including labor provided to the Customer in the performance of the Services or any Additional Services for a period of five (5) years from the date of installation. National Signs’ warranty obligation with respect to such parts and specially fabricated materials shall be limited to replacement or repair of the part and/or specially fabricated material.

Qualifications. All of National Signs’ warranty obligations as stated herein are contingent upon: (1) Customer’s full and timely performance of all terms and conditions of this Agreement, including full and timely payment of Invoices; (2) Customer providing National Signs with timely written notice of its warranty claim; and (3) the Customer allowing National Signs a reasonable opportunity to inspect the warranty claim issue.

Disclaimer of Other Warranties. THE LIMITED WARRANTIES (ABOVE) ARE THE ONLY WARRANTIES PROVIDED BY NATIONAL SIGNS FOR THE SERVICES AND ANY ADDITIONAL SERVICES IT MAY PROVIDE TO CUSTOMER UNDER THIS AGREEMENT. THE LIMITED WARRANTIES (ABOVE) ARE MADE IN LIEU OF ALL OTHER WARRANTIES (INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE) ARISING FROM THE COURSE OF DEALINGS OF THE PARTIES. AND EXCEPT FOR THE LIMITED WARRANTIES (ABOVE), NATIONAL SIGNS HEREBY DISCLAIMS, WAIVES, AND OTHERWISE EXCLUDES ALL OTHER WARRANTIES TO THE FULLEST EXTENT OF THE LAW.

3. **MARKETING APPROVAL.** Customer agrees to allow National Signs to produce and use photographs, drawings, descriptions or likenesses of product and their location in any marketing, advertising or promotional materials in all media.

4. **ELECTRICAL CONNECTIONS.** To the extent the Services and/or Additional Services performed by National Signs involves the installation of an item that requires electrical connections, all post-installation visit(s) related to electrical connectivity will be at Customer’s sole expense. Moreover, it is understood and agreed Customer is to furnish all primary electrical service required, connection thereof, and/or switches or other controls at Customer’s own expense. It is understood that final hookup will be completed at the time of installation provided the circuit(s) is ready. In the event that the connection is not available at the time of installation, National Signs reserves the right to assess additional charges related to a return visit for the purpose of completing the hookup. Customer further acknowledges National Signs is entitled to payment per this Agreement upon completion of the Services and/or Additional Services regardless of electrification or connection status and such payment will in no way be withheld or otherwise detained due to a lack of power or other connection.

5. **PAINTING AND PATCHWORK.** Unless specifically agreed to by the Parties, National Signs shall not be responsible to perform (or pay for) any painting, patchwork, or repair work that may be needed following any Services and/or Additional Services performed by National Signs (which involve, for example, installation work or modification work). As long as the building is not damaged following the services or additional services.

6. **ENGINEERING AND PERMITTING.** Specifications and Investment amount are based on the most current engineering and permitting information available at the time of this Agreement. Should modifications be necessary due to updated engineering or permitting studies or requirements, Seller shall have the right pass on any additional costs within the scope of this Agreement. Unless otherwise specifically agreed to in writing, Customer shall pay for and furnish all permits necessary for the performance of the Services and Additional Services under this Agreement.

7. SERVICES. During the Term of this Agreement, National Signs shall timely and fully perform all of the Services which are set forth in the Proposal (Schedule A), attached hereto and incorporated herein.

8. ADDITIONAL SERVICES. From time to time during the term of this Agreement, Customer may request National Signs to perform services or provide materials that are not set forth in Schedule A, but may be related to the Services (“Additional Services”). In the event Customer requests National Signs to perform Additional Services, National Signs may request Customer’s written authorization of the Additional Services requested and any additional compensation due to National Signs for those Additional Services. Any written authorization for Additional Services provided by any representative of Customer shall be binding on Customer. And if National Signs in fact performs Additional Services requested by Customer without written authorization, Customer shall remain obligated to National Signs for any additional compensation due for the Additional Services performed.

9. FURTHER ASSURANCES. The Parties agree to perform all further acts and to execute and deliver all further documents which may be reasonably required or necessary to carry out the provisions of this Agreement.

10. LICENSING. National Signs agrees it will maintain any licenses, registrations, certifications, and/or authorizations required (by the applicable jurisdiction) for National Signs to perform the Services or Additional Services.

11. TAXES. Unless specifically agreed to by the Parties, the prices to be paid in connection with this Agreement are exclusive of all city, state, and federal taxes. Wherever applicable, such taxes will be added to the Invoices as a separate charge to be paid by Customer.

12. DELIVERY. To the extent the Services and/or Additional Services performed by National Signs involves delivery of parts and/or specially fabricated materials (and unless otherwise specifically agreed to by the Parties), Customer shall pay the shipping charges incurred by National Signs’ regular method of shipment, i.e., rail, freight forwarders, or motor carrier to any one destination in the United States. National Signs reserves the right to control the routing for any deliveries. If Customer requests a shipping method other than National Signs’ regular method of shipment, Customer shall incur the risk of loss and any special handling charges attendant to the shipment of the parts and/or specially fabricated materials.

In the event of a delay in shipping/delivery of parts and/or specially fabricated materials, National Signs shall not be liable to Customer: (1) for any delay in the performance of the Services and/or Additional Services due to the delay in shipping/delivery; or (2) for any damages suffered by Customer as a result of any delays in shipping/delivery.

13. AVAILABILITY. Customer agrees and understands that the Services and/or Additional Services performed by National Signs pursuant to this Agreement are subject to National Signs’ ability to obtain the parts, raw materials, etc. necessary for National Signs to complete the Services and/or Additional Services. In that regard, National Signs’ performance under this Agreement is expressly subject to its current manufacturing schedules, service schedules, and other restrictions, directives, and regulations that may be in effect from time to time.

14. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, NATIONAL SIGNS AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER (AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, MEMBERS, PARTNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AND ANY PARTY ANY OF THEM HAS CONTRACTUALLY AGREED TO INDEMNIFY) FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES AND EXPENSES, ARISING FROM OR RELATED TO THIS AGREEMENT AND PERFORMANCE OF THE SERVICES AND ANY ADDITIONAL SERVICES, BUT ONLY TO THE EXTENT THE CLAIM, LIABILITY, EXPENSE, COST, DEMAND, SUIT, CAUSE OF ACTION, JUDGMENT, OR DAMAGE IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF NATIONAL SIGNS, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS.

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS NATIONAL SIGNS (AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, MEMBERS, PARTNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AND ANY PARTY ANY OF THEM HAS CONTRACTUALLY AGREED TO INDEMNIFY) FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES AND EXPENSES, ARISING FROM OR RELATED TO CUSTOMER’S OBLIGATIONS HEREUNDER, BUT ONLY TO THE EXTENT THE CLAIM, LIABILITY, EXPENSE, COST, DEMAND, SUIT,

CAUSE OF ACTION, JUDGMENT, OR DAMAGE IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF CUSTOMER, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR CONTRACTORS (OTHER THAN NATIONAL SIGNS).

The indemnity obligations set forth above shall survive termination or expiration of this Agreement and shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under applicable workers' compensation acts, disability benefit acts, or other employee benefit acts.

15. LIENS AND RIGHT OF POSSESSION. Pursuant to Texas Property Code Sec. 53 ("Specially Fabricated Material") National Signs reserves all applicable rights, under law to file liens with regard to all plans and specially fabricated materials (including labor, reasonable overhead costs and proportionate profit margin) provided by National Signs to Customer under this Agreement, until payment in-full is received by National Signs.

All parts and/or specially fabricated materials delivered by National Signs to Customer shall be the sole property of National Signs and shall not, by reason of any connection to realty or otherwise, be deemed to be any fixture or appurtenance to realty and shall be severable therefrom. National Signs shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Customer's default or defaults, to withhold shipments, in whole or in part, to recall items in transit and retake same, and to repossess and remove all parts and/or specially fabricated materials delivered to Customer.

Indeed, Customer recognizes National Signs' entitlement to lien and consents that all parts and/or specially fabricated materials may also be recalled, retaken, or repossessed. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to National Signs because of any default of Customer under this Agreement or the applicable law.

16. TERMINATION. For Cause. This Agreement may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within seven (7) business days after receipt of written notice describing such failure.

For Convenience. Either Party, for convenience and without cause, may terminate this Agreement by providing ten (10) business days' written notice of termination to the other Party. If Customer elects to terminate this Agreement for convenience, Customer shall remain obligated to pay National Signs for: (1) any of the Services and Additional Services performed by National Signs prior to the effective date of the termination for convenience; and (2) all reasonable costs of closing out the Services or Additional Services.

17. ACCEPTANCE. Customer's acceptance of the terms of this Agreement shall be deemed effective upon the Effective Date. Any other offers or proposals made by Customer or National Signs that in any way modify or alter the terms of this Agreement are hereby rejected. The terms and conditions of this Agreement shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Customer may give or receive, and the rights of the Parties shall be governed exclusively by the provisions, terms, and conditions hereof.

18. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law (the "Applicable Law").

19. DISPUTE RESOLUTION. National Signs and Customer agree that either Party may elect (at its sole and absolute discretion) to resolve all controversies, claims, or matters in question relating to or arising out of this Agreement (herein referred to collectively as a ("Dispute") either: (1) through binding arbitration; or (2) through litigation.

Regardless of the forum elected to resolve the Dispute, the Parties shall first attempt to resolve any Dispute through informal discussions. If the Dispute is not resolved through those discussions, then the Dispute shall be submitted to non-binding mediation upon written demand of either Party. The venue for any mediation under this provision shall lie exclusively in Harris County, TX. A mediator shall be selected by agreement of the Parties within thirty (30) calendar days from the date the demand for mediation is received by the other Party. If an agreement regarding mediator selection cannot be reached within the time period sated herein, either Party may apply to a court of competent jurisdiction sitting in Harris County, TX to appoint a mediator. The mediation shall occur within sixty (60) calendar days from the date the demand for mediation is received by the other Party. The Parties shall share equally the mediator's fee and any associated costs of the mediation. Participation in mediation shall be a condition precedent to any action to resolve a Dispute.

In the event either Party elects to resolve the Dispute via litigation, the venue for any lawsuit filed shall lie exclusively in the courts of competent jurisdiction sitting in Harris County, TX. The other Party expressly consents to the personal and subject matter jurisdiction of the courts of Harris County, TX for all lawsuits brought to resolve any Dispute arising out of or related to this Agreement.

In the event either Party elects to resolve the Dispute via arbitration, the Dispute shall be submitted to the American Arbitration Association ("AAA") for binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The Parties will share equally all filing fees and administrative costs of the arbitration, however, any award rendered may equitably reallocate those fees and costs. The arbitration shall be governed by Texas law and the U.S. Arbitration Act. The venue for any arbitration under this provision shall lie exclusively in Harris County, TX. The award of the arbitrator(s) shall be rendered in accordance with the AAA Rules then in effect. In rendering the award, the arbitrator(s) shall state the reasons therefor, including any computations of actual damages or offsets, if applicable. The Parties agree to abide by and fully perform in accordance with any award rendered by the arbitrator(s). If the non-prevailing Party fails to comply with all aspects of the award within thirty (30) calendar days following issuance of the award, then the prevailing Party shall be entitled to seek enforcement of the award in any court of competent jurisdiction sitting in Harris County, TX. The Parties stipulate and agree that Harris County, TX is and shall maintain the sole appropriate venue and jurisdiction for the filing and adjudication of the resolution of such dispute. If such enforcement becomes necessary, the prevailing Party in such proceeding shall recover its necessary and reasonable attorney's fees, in addition to any other relief to which that Party is entitled.

20. **WAIVER OF JURY TRIAL.** The Parties expressly agree that all Disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Even if the Dispute is to be resolved via litigation, the Parties expressly, voluntarily, and unequivocally waive any right they may have to a jury trial in connection with all Disputes arising from or related to this Agreement.

21. **ENTIRE AGREEMENT / WAIVER OF RELIANCE.** This Agreement contains the entire agreement between the Parties. It supersedes any and all prior agreements, arrangements, or understandings between the Parties on all subjects in any way related to the Agreement. No oral understandings, statements, promises, or inducements other than those stated in this Agreement exist, and neither National Signs or Customer are relying in any way on any understandings, explanations, promises or inducements other than those conferred in this Agreement. Unless explicitly referenced, no other writings or conversations shall be considered part of this Agreement, shall be incorporated into this Agreement, or have been relied on by either Party. This Agreement is not subject to oral modification, oral waiver, or oral supplementation. This Agreement, however, is subject to modification, waiver or addition only by means of a writing signed by authorized representatives of both Parties.

22. **WAIVER OF CONSEQUENTIAL DAMAGES / LIMITATION OF LIABILITY.** The Parties hereby waive all rights to indirect, incidental, special, punitive, exemplary, or consequential damages, whether or not they may be foreseeable as of the Effective Date of this Agreement, arising from any matter arising from, relating to, or in connection with this Agreement or the Parties' performance under this Agreement. National Signs' maximum liability to Customer under any circumstance whatsoever, whether in contract, tort, strict liability, fraud, negligence, warranty, or any claim of any type whatsoever and regardless of whether arising before, during or after the term of the Agreement, shall not exceed the amounts paid by Customer to National Signs for the Services and Additional Services performed under the Agreement.

23. **NON-WAIVER.** No delay or omission to exercise any right, power, or remedy of National Signs in response to any breach or default under this Agreement shall impair any right, power, or remedy of National Signs, nor shall it be construed to be a waiver of any breach or default. No waiver by National Signs of a breach or default by Customer shall be deemed to be a waiver of any other breach or default. Any waiver or consent or approval of National Signs of any breach or default or any waiver on the part of National Signs of any term or condition of this Agreement must be in writing and shall be effective only to the extent set forth in the writing. All remedies, either under this Agreement or by law or equity, or otherwise provided to National Signs, shall be cumulative and not alternative.

24. **FORCE MAJURE.** Any delay or failure by National Signs in the performance of the Services or any Additional Services shall not constitute a default or a breach of this Agreement or give rise to any claim for damages if: (1) the delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of National Signs; and (2) National Signs is unable to prevent the delay or failure through the exercise of reasonable diligence. The following non-exhaustive list of events shall be deemed to be beyond the control of any Party, including National Signs: acts of nature, acts of the public enemy; expropriation or confiscation of facilities by governmental or military authorities, changes in laws, war, acts of terrorism, rebellion, sabotage, riots, floods, severe weather, hurricanes, fires, explosions, or other catastrophes.

25. **ATTORNEY'S FEES, COSTS, ETC.** With respect to any Dispute that resolved either via arbitration or litigation, the prevailing party in that matter shall be awarded its reasonable and necessary attorneys' fees and expenses, all arbitrator's costs and expenses (if applicable), all arbitration fees (if applicable), all reasonable expert witness and consulting fees, and all other damages and/or relief allowed by law.

26. **STANDARD OF CARE.** National Signs shall perform, supervise, and direct the Services and Additional Services: (a) in accordance with prevailing industry standards established by those engaged in business similar to that of National Signs; (b) in a good and workmanlike manner and consistent with the skill, care, and diligence ordinarily provided by those engaged in business similar to that of National Signs; and (c) in accordance with all applicable laws, codes, ordinances, and regulations.

27. **SAFETY.** National Signs will be responsible for its own activities during its performance of the Services and any Additional Services. National Signs will be responsible for the safety of its employees and contractors. National Signs shall comply with its safety program and any reasonable safety rules established or required by Customer. If at any time Customer directs National Signs to perform a task which would be in violation of National Signs' safety program or would present an unreasonable danger to anyone, National Signs may decline Customer's directive without recourse.

28. **INSURANCE.** At all times during the performance of the Services and any Additional Services, National Signs agrees to maintain appropriate levels of insurance including: commercial general liability, auto liability, and workers' compensation. Upon Customers' written request, National Signs will provide documentation evidencing its insurance coverage. If Customer requests or requires National Signs procure insurance coverage which is beyond or exceeds National Signs' normal insurance program, then Customer agrees to pay the increased costs attendant to that additional insurance coverage.

29. **TRADEMARKS, PATENTS, ETC.** Except as otherwise agreed in writing, Customer shall be responsible for and shall pay any royalties and/or licensing fees which may be due in connection with the Services or Additional Services, and with respect to any materials that may be provided by National Signs to Customer in connection with the Services or Additional Services. Customer shall defend all suits or claims of any patent, copyright, trademark, or other proprietary right that may be brought against National Signs arising out of the Services or Additional Services performed under this Agreement.

30. **INDEPENDENT CONTRACTOR.** National Signs hereby agrees to perform the Services, as well as any Additional Services requested by Customer and agreed-to by National Signs. National Signs represents, and Customer agrees, that: (a) National Signs is an independent contractor and will not be deemed or considered to be acting as a servant, agent, or employee of Customer; (b) National Signs will be solely responsible for all payments to its employees, suppliers, and subcontractors (including compliance with tax, workers compensation, and other employer related laws or obligations); and (c) National Signs' personnel shall be solely directed and supervised by National Signs.

31. **ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment of this Agreement without prior written consent shall be void and of no force and effect.

National Signs may, in its discretion, utilize subcontractors or other independent contractors in connection with performing the Services and any Additional Services under this Agreement. If utilized, National Signs will require its subcontractors or other independent contractors to be bound to the terms of this Agreement, including insurance obligations by National Signs.

32. **NOTICES.** Unless otherwise specified, all notices and communications in accordance with or related to this Agreement shall be between authorized representatives of the Parties who are designated in writing by the Parties. Notices shall be in writing and may be served either personally on the authorized representative of the receiving Party, or by courier, express delivery, or certified mail to the address shown on the face of this Agreement or as otherwise authorized by proper notice. Notices shall be effective only when received. The requirement of written notice may not be waived and such written notices are a condition precedent to the exercise of all rights and remedies under this Agreement.

33. **ACCEPTANCE OF THE AGREEMENT.** This Agreement will become binding on the Parties when executed by an authorized representative of the Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes. A copy of the signed Agreement may serve as the original document, and such copies may be transmitted via e-mail.



34. CUSTOMER’S AUTHORITY. Customer’s authorized representative represents and warrants that he/she has full authority and legal right to execute, deliver, and perform this Agreement and Customer has duly authorized such action. Customer’s execution of, delivery, and performance of this Agreement shall not contravene any applicable law, regulation or judgment or the articles of incorporation, bylaws, or partnership agreement of Customer and shall not constitute a default under any agreement to which Customer is a party.

35. CONFORMITY WITH APPLICABLE LAW / SEVERABILITY. The terms and provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and the intent of the Parties. The Applicable Law affecting the legality, validity, or enforceability of any provision of this Agreement is made a part of such provision and will operate to amend such provision to the minimum extent necessary to bring the provision into conformity with the Applicable Law and cause the provision, as modified, to continue in full force and effect. Further, if any provision of this Agreement is deemed to be illegal or unenforceable under (and only if the provision cannot be conformed to the Applicable Law) then such provision shall be deemed severed and removed from this Agreement and the balance of this Agreement will be reformed to carry out the Parties’ intent to maximum extent practicable under the Applicable Law.

Authorized Signature	Date	National Signs, LLC Authorized Signature	Date

**National Signs, LLC License #18011**

**Regulated by the Texas Department of Licensing and Regulation P.O. Box 12151 Austin, Texas 78711**

**Telephone: (512) 463-6599 Toll-Free (In Texas): (800) 803-9202 Online-<http://www.license.state.tx.us/Complaints>**