



821 Martin Ave
 Santa Clara, CA 95050
 408-736-7912

ORDER NO. 1942625

WORK ORDER# P1942625

SOLD TO: Cust# 26260
 ATTN: Arn Andrews
 TOWN OF LOS GATOS CENTRAL SERV
 ATTN: ACCOUNTS PAYABLE
 P.O.BOX 655
 LOS GATOS, CA 95031

SHIP TO: ATTN: Hold for installer
 TOWN OF LOS GATOS CENTRAL SERV
 110 E Main Street
 Los Gatos, CA 95030

JOB DUE: 08/30/21 at 12:00PM

Delivery/Shipping

CONTACT Arn Andrews/TOWN OF LOS GATOS CENT	PHONE (408) 354-6836	PURCHASE ORDER# Forbes Mill Footbridge Panels	SALES REP Prizcyla Chan
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JOB# Forbes Mill Footbridge Panels	JOB NAME Forbes Mill Footbridge Panels (35)	BILLER Wade Opsal	LOC 017
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OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
2215	PRESENTATION COLOR - SETUP <i>File set-up and review, preflight, eProof and print set-up</i>	1	1	1x1	1	EA		58.50
2206.02	PRESENTATION COLOR - ADHESIVE BACK VINYL <i>Children's artwork - insert into black frame - enlarged to create the 41" x 44' panels - ABV (J180)</i>	82	1	41x44	1066	SF		8261.50
4036	SURFACE LAMINATION 3 MIL <i>Anti-graffiti lam</i>	82	1	41x44	1066	SF		4690.40
4065.01	INSTALLATION (Non Taxable) <i>Installation of (35) panels</i>	1	1	1x1	1	EA		2565.00
5204	SPECIAL PACKAGING <i>Special packaging</i>	1	4	1x1	4	EA		80.00
2215.02	DTS - PROOF <i>Reduced size Hardcopy proof of each image - Gang print</i>	1	1	1x1	1	EA		200.00
5201.Z1a	DELIVERY ZONE 1 REMOTE 95033-LOS GATOS	1	1	z1a	1	EA		35.00
5205	FUEL SURCHARGE	1	1		1	EA		7.00
----- ORDER NOTES -----								
- *HOLD FOR INSTALLER*								
-- ADDITIONAL DELIVERIES -- PHOTOGRAPHS To CHRISTINA BERNASCONI TOWN OF LOS GATOS 24797 LOMA PRIETA AVE LOS GATOS, CA 95033								
Please mail payments to our NEW remit address: ARC Document Solutions, LLC 9740 Research Drive Irvine, CA 92618-4327 Thank you								

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
15897.40		1233.25	17130.65		17130.65

Invoices undisputed for 45 days are final.

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 9740 Research Drive Irvine, CA 92618

1942625

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EXHIBIT C

TERMS AND CONDITIONS

These Terms and Conditions and the Estimate to which they are attached (collectively, the "Agreement") constitute the entire agreement between ARC Document Solutions, LLC ("ARC"), and the customer identified in the Estimate ("Customer").

1. **SERVICES.** Customer agrees for ARC to perform the services and/or provide the materials and goods described in the Estimate ("Services"), which is incorporated by reference. ARC will provide all management, supervision, labor, materials, tools, equipment, facilities, and elevation plans necessary to perform its obligations hereunder. Customer is responsible for providing all drawings, plans, specifications and/or other documentation reasonably required for ARC to perform the Services (collectively, "Documents"). Customer acknowledges that the installation costs set forth in the Estimate include a predetermined amount of travel required to perform the Services and that change orders, construction delays, limiting on-site conditions, or other forces outside of ARC's control may result in unforeseen additional travel or costs for which Customer will be liable. ARC will promptly notify Customer of any change in the cost of the Services based on the availability of materials and ARC will not commence work until it has received Customer's written consent regarding any such increased costs and a change order is issued. The Services do not include fees and costs for de-installation and/or removal of materials installed as part of the Services.

2. **CHANGE ORDERS.** Customer is solely responsible for notifying ARC of any required or desired changes to the Services by submitting a written change order to ARC specifically referencing this Agreement and detailing the requested changes. ARC will promptly notify Customer of any resulting increase in the cost of the Services and ARC will not commence work under a change order until it has received Customer's written consent regarding any such cost increase. ARC's time for performing the Services will be extended as reasonably necessary to accommodate any change order and in no event will ARC be liable for any resulting time overruns.

3. **ELEVATION PLANS & PROOFS OF CONCEPT.** ARC will not be liable for any issues resulting from discrepancies between the Documents and the actual build environment. In the event that Customer instructs ARC to rely on Customer's dimensions and measurements rather than allowing ARC to perform a site survey to field verify such dimensions, measurements and site conditions prior to production and fabrication, Customer will be solely liable for any inaccuracies in Customer-approved elevation plans and additional expenses incurred therefrom. Customer shall provide ARC with a proof of concept upon request during the initial development and concept phase, and, if applicable, an additional proof of concept following approval of the final architectural drawings and documents.

4. **CUSTOMER RESPONSIBILITIES.** In addition to the responsibilities set forth above, Customer is solely responsible for: (a) the content of all Documents; (b) obtaining any licenses, permits and/or consents necessary for ARC to perform the Services; and (c) immediately notifying ARC of any material changes to the Documents which may affect the Services. ARC's ability to perform the Services will not be contingent upon ARC entering into any subcontractor or other third-party agreement. If any part of the Services are to be performed at a Customer-specified location, Customer is solely responsible for providing ARC with access to such location. Services which are part of a larger construction project will not be scheduled or performed until Customer provides ARC with the complete and most recent Documents or a hyperlink to access the Documents.

5. **LOW/NO-VOC PAINT DISCLAIMER.** Paints with no or low amounts of volatile organic compounds ("VOC") are known to cause issues with adhesion when installing vinyl graphics using traditional methods. Accordingly, if Customer cannot meet the minimum condition required for adhering wall graphics to any surface prior to installation, ARC reserves the right to decline the installation and/or hire a qualified tradesman to bring the surface to ARC's minimum standards. Should Customer refuse to allow ARC to prime or otherwise treat such a surface, Customer will be solely responsible for any additional costs for material, labor or otherwise which ARC may incur on account of adhesion issues.

6. **COMPLIANCE.** Each party represents and warrants that, during the term of this Agreement, it will comply with all laws applicable to the performance of its obligations hereunder.

7. **FEES & PAYMENT; TAXES.** Customer will pay all fees as specified in this Agreement in U.S. Dollars. Except as otherwise provided herein, fees are non-cancellable and non-refundable. Fees for the Services are due within thirty (30) days of receipt of invoice without deduction of any kind. Any late payments will be subject to a service charge equal to 2% per month of the amount due or the maximum amount allowed by law, whichever is less. All returned checks will be assessed a fee of Fifty Dollars (\$50.00). The amounts payable to ARC are exclusive of any sales, use, excise, value added, import, business, service, goods and services, consumption, withholding or other applicable taxes, tariffs or duties ("Taxes"). Customer is solely responsible for payment of all Taxes except for any taxes based solely on ARC's net income.

8. **TERM & TERMINATION.** The term of this Agreement will commence upon the date that Customer signs the Estimate and will continue until ARC informs Customer in writing that the Services are complete, unless sooner terminated as provided herein. Either party may terminate this Agreement for cause upon thirty (30) days' written notice (ten (10) days in the event of non-payment) to the other party of a material breach of this Agreement if such breach remains uncured at the expiration of such notice period. Except as otherwise provided herein, upon termination of this Agreement by either party, ARC will refund Customer any prepaid fees for unperformed Services and make all completed work available for Customer to pick up; Customer will not be entitled to incomplete work performed as part of the Services. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to ARC prior to termination. If (a) Customer's account is thirty (30) days or more overdue or (b) Customer is in material breach of its obligations hereunder, in addition to any of its other rights or remedies, ARC reserves the right to suspend the Services, without liability to Customer or any third party, until such amounts are paid in full, including any late payment fee, or until such material breach is cured to ARC's reasonable satisfaction.

9. **CONFIDENTIALITY.** Both parties acknowledge that in the course of performance hereunder, they may have access to confidential or proprietary information of the other party

("Confidential Information"). Each party agrees to use Confidential Information only as necessary to fulfill their respective obligations hereunder and to hold such Confidential Information in confidence, except such disclosure as may be required by law. Each party agrees that it will treat all Confidential Information with at least the same degree of care as it accords to its own Confidential Information, but not less than reasonable care. Following termination of this Agreement, neither party will be required to maintain Confidential Information of the other party and may destroy such Confidential Information unless otherwise agreed to in writing.

10. **LIMITED WARRANTY.** ARC represents and warrants that the Services will be performed in a professional and workmanlike manner and materially in accordance with the Documents. This limited warranty will survive for a period of one (1) year from installation or delivery by ARC and does not cover issues or failure resulting from abuse, misuse, alteration, acts of nature or disaster, unauthorized repair or installation, or use of the Services in deviation from the Documents or this Agreement. Subject to Section 5, ARC's sole liability (and Customer's exclusive remedy) for any breach of this warranty will be, in ARC's sole discretion and at no charge to Customer, (a) to use commercially reasonable efforts to correct the reported non-conformity or, if ARC determines that is unviable, (b) to refund Customer an amount commensurate with the reported non-conformity.

11. **DISCLAIMER.** THE ABOVE WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED ABOVE, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS." CUSTOMER WILL BE SOLELY RESPONSIBLE FOR DETERMINING THAT CUSTOMER'S PROPOSED USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS IN CUSTOMER'S JURISDICTION(S). If installation is not part of the Services, Customer assumes all risk of loss associated with installation upon delivery or acceptance of the Services.

12. **INDEMNIFICATION.** ARC will indemnify and hold Customer, its officers, directors, agents and employees harmless from and against any and all liabilities, damages, losses, expenses, claims or judgments made by third parties, including reasonable attorneys' fees (collectively "Claims"), arising out of bodily injury or death or damage to or loss of property caused by the gross negligence or willful misconduct of ARC. Customer will indemnify and hold ARC, its officers, directors, agents and employees harmless from and against any Claim arising out of (a) bodily injury or death or damage to or loss of property allegedly caused by acts or omissions of Customer, its employees, agents or third parties, (b) any claim that the ARC's use of the Documents in providing the Services infringes or violates the copyright, trademark, patent, trade secret, or other rights of a third party, or (c) a breach of any representation, warranty, or obligation of Customer under this Agreement.

13. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ARC'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER.

14. **RELATIONSHIP OF THE PARTIES.** Customer and ARC are and at all times will be and remain independent contractors as to each other. At no time will either party be deemed to be the agent or employee of the other party, and no joint venture, partnership, agency or other similar relationship will be created or implied by virtue of this Agreement.

15. **MODIFICATION.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

16. **SUBCONTRACTORS AND ASSIGNMENT.** ARC may subcontract the provision of the Services, or any part thereof, including installation, to subcontractors selected by ARC. Customer will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement. ARC may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent.

17. **GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by the laws of the State of California without giving effect to any conflict of law provision. Any legal claim, suit, action or proceeding arising out of this Agreement will be instituted exclusively in the courts of the State of California in the City and County of San Francisco.

18. **ATTORNEYS' FEES AND COSTS; WAIVER OF JURY.** The prevailing party in any action to enforce or interpret this Agreement will be entitled to recover its reasonable attorneys' fees and costs incurred in such action. To the extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Agreement, without which, the parties would not have entered into this Agreement.

19. **NOTICES.** Notices to be given or submitted by either party to the other pursuant to this Agreement will be in writing and directed to the addresses in the Estimate or as otherwise provided to the other party in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid. Copies of all notices to ARC will be sent to: ARC Document Solutions, LLC, Attn: Legal Department, 12657 Alcosta Blvd., Suite 200, San Ramon, CA 94583.

**All work done pursuant to this Estimate is subject to the attached Terms and Conditions. By signing this Estimate, you agree to pay for the work and services detailed in the above (subject to change based on availability and pricing of materials) and that you have read, understand and agree to the Terms and Conditions.*

Customer Name: _____ Name and Title: _____

Signature: _____ Date: _____