



Canyon High School
Santa Clarita, CA
Contract # 24052
Design Professional Services

We thank you for your time and consideration in this project, and will work hard to insure this project's success. Prices indicated in Cost Breakdown are good for 60 days from presentation date, and will be re-evaluated after that and adjusted according to current prices.

Broadcast Design International Inc. will provide the professional services listed in the BDI column below. Any items in the Canyon High School column will be provided by Canyon High School directly, or by a subcontractor to Canyon High School.

In accepting this agreement, Canyon High School (hereinafter called client) agrees to cooperate with BDI requests for information and provide prompt answers to all questions regarding this project.

Professional Services

| <u>Item</u> | <u>Description</u> | <u>BDI</u> | <u>Canyon High School</u> |
|---------------------------------------|---|-----------------|---------------------------|
| 1 | Design Fee and Design Drawings for design of Canyon High School proposed studio set. Includes the following: A. Original Presentation: Color CAD rendering(s), color/material sample board. B. One additional final rendering(s) and floorplan reflecting changes requested during presentation if needed. C. Additional changes to rendering(s) and floorplan will bill at \$150 per hour of design and CAD time. | \$7,500 | |
| 2. | (1) Site visit (including travel expenses). | \$500 | |
| 3. | Drafting package to include: •Floor plan to a scale of 1/4" = 1'-0" (in AutoCAD format) of studio space which includes all set pieces (to scale) in relation to existing room. •Interior elevation drawings (in AutoCAD format) showing wall heights and wall finish materials. •List of all materials being used to finish set pieces. | \$4,000 | |
| Subtotal Professional Services | | \$12,000 | \$0 * |

PROJECT TOTALS

| <u>Description</u> | <u>BDI</u> | <u>Canyon High School</u> |
|---|--------------------|---------------------------|
| Professional Services | \$12,000.00 | \$0.00 |
| SUBTOTAL | \$12,000.00 | \$0.00 * |
| CA sates tax (Los Angeles County) rate of 9.5% on \$12,000 | \$1,140.00 | \$0.00 |
| TOTAL | \$13,140.00 | \$0.00 |
| TOTAL Both Columns | \$13,140.00 | |

*Plus items indicated as "by "Canyon High School".

*Any additional district or local taxes to be paid by client directly.

PERFORMANCE GUIDELINES

Based on years of project experience serving the broadcast industry, it is recommended that the following points guide our working relationship to insure a timely project completion:

The Role of Project Coordinator A project coordinator should be designated at the station to handle all communications to and from station concerning this project, including, but not limited to (a) insuring that decisions made by station personnel concerning this project are properly channeled, and (b) contacting BDI frequently during the project regarding questions, suppliers, schedules, station responsibilities, etc.

Prompt Attention to All Inquiries & Correspondence Quick response to inquiries and correspondence is essential. Important points of phone conversations should be documented in project binder and confirmed in letterform.

Change of Key Client Personnel During the Design Process If any key station personnel change during the conceptualizing process of a design, a holding period should take place and all designs and schedules shall be re-evaluated.

Notification of Delays The station project coordinator will notify BDI of any possible delays due to non-completion of station responsibilities concerning the project.

AGREEMENT

This agreement is hereby made and entered into on the 28th day of August, 2019 by and between Broadcast Design International, Inc. (hereinafter called Designer), Oceanside, California, and Canyon High School, Santa Clarita, CA, (hereinafter called Client).

Designer shall furnish to Client the following materials and professional services:

- A. (1) color print of each rendering
- B. Floorplan

PAYMENT TERMS

Client shall pay Designer in U.S. funds for the materials and professional services described in this agreement according to the payment schedule below:

| | | |
|-----------------------|---------------------------|--------------------|
| 80% Deposit Due | Upon Contract Approval | \$10,512.00 |
| 20% Final Payment Due | Upon completion of design | \$2,628.00 |
| | Total | \$13,140.00 |

Note: Payment schedule is related to milestones on Project Schedule. In event payment schedule is changed and/or delayed, production schedule will be directly affected.

The required information for wire transfer is as follows:

Chase Bank
Attn: Electronic Processing
4147 Oceanside Blvd
Oceanside, CA 92056 USA
Account: 469547785
ABA/Swift: Chasus33
Routing: 322271627
Phone: +1-760-724-6281

For payment by check:

Make payable to:
Broadcast Design International, Inc.
3760 Oceanic Way, Suite 503
Oceanside, CA 92056

OTHER PAYMENT CONDITIONS

Additional Time

Client will pay Designer, One Hundred Fifty Dollars, (\$150.00), per hour or fraction thereof, plus Designer's out of pocket expense for any design changes requested by Client after design acceptance.

Reimburse Miscellaneous Project Expenses

Client will reimburse Designer for incidental project expenses such as reproductions, blueprints, postage, long distance phone charges, handling of drawings and specifications, etc., and miscellaneous transportation, overnight shipping and living expenses while in travel status. Client will reimburse Designer for any unforeseen services or materials approved by Client.

Overtime Charges Due to Missed Deadlines

The project price is based on the Client's prompt delivery to Designer of required items (such as artwork, negatives for duratrans, equipment specifications, etc.) on or before established deadlines. Client agrees to pay any overtime and rush charges due to Client failure to meet specified deadlines.

Interest Due for Past Due Accounts

Payments due the Designer under this Agreement shall bear interest at the legal rate commencing thirty (30) days after billing date.

Preferred Mailing Services

For prompt delivery of project documents, drawings, etc., the Client authorizes Designer to send these items "bill receiver" and indicates preferred overnight service by inserting account number in the space provided below:

DHL # _____

Federal Express # _____

Other: _____

Ownership of Materials

All designs furnished under this contract are and shall remain the exclusive copyrighted property of Designer. Client shall not permit said designs to be used in any other market, or re-use for any other purpose by Client or any other person without the express written consent of Designer and the payment of compensation thereof.

AGREEMENT MODIFICATIONS

Modifications in Writing

This agreement may be amended by mutual written consent of both Designer and Client. All terms and conditions not specifically amended will prevail for the balance of the project. It is mutually understood that any changes in project scope may require schedule adjustments.

Increases in Project Scope

The project scope may be increased if Client approves a written change order describing the additional materials or services and corresponding payment. Client will return a signed change order copy to Designer and pay the change order amount in full before additional materials or services are furnished.

Reductions in Project Scope

Any project reductions (materials or services deleted) desired by Client after design acceptance must be requested in writing by Client and submitted to Designer for approval. Client agrees to pay Designer for any completed work in progress to that point plus a 25% restocking fee for all deleted items.

ATTORNEY'S FEES

If either party commences a legal action to enforce any of the terms of this contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

CONTRACT IN ENTIRE

This contract sets forth all of the terms and conditions of the Agreement between the parties. Only those items described in the "Professional Services"/Cost Breakdown sections are included in this project. Any oral representations by either party that are not included herein are not legally binding.

GOVERNING LAW

This contract is entered into by Designer in San Diego County, California and is to be governed by the laws of The State of California. Any suit to enforce the provisions of this contract may be brought in San Diego County, California.

FORCE MAJEURE

Neither Designer nor the Client shall be liable to the other for the non-performance of its obligations hereunder due to any event of "force majeure", including but not limited to, fire, flood, earthquake, explosion, act of God, equipment failure, riot or civil disturbance, war, any government law, or regulation, court order, or other cause not reasonably within the control of the non-performing party.

FINAL DOCUMENTATION

Client agrees to provide Designer with a video tape of the premiere newscast as well as approximately 5 minutes of video of the set completely lighted with no talents on set. Video to include full 180-degree pan, wide shots, cross shots, and detail shots. The Client also agrees to provide Designer with high-resolution digital photos taken by a professional photographer of left, center, and right wide shots, and close-ups of the various elements.

CLIENT

Authorized Signature

Print or type name

Title

Date

DESIGNER

Authorized Signature by
(For Broadcast Design International, Inc.)

Print or type name

Title

Date