



# Purchase Order

Purchase Order #: PO-P910-207

Project P.O. #: P910-00160

## BILL TO

PKG Services LLC on Behalf of Client  
c/o PKG Services LLC as Agent  
PO Box 561152  
Orlando, FL  
32856-1152  
United States

P910- BOH Roller Shades-01

**Date Issued:** January 29, 2025, 11:50 am

**Created on:** January 23, 2025, 11:03 am

**Created by:** Kimberley Fernandez

**Status:** Pending Approval

**Version:** 2

**Delivery Date:** February 21, 2025

## VENDOR

Read Windows  
Wes Moore  
5900 Weisbrook Lane  
Knoxville, TN  
37909  
United States

## DELIVERY ADDRESS

Helios Grand Hotel  
8505 S Kirkman Rd  
Orlando, FL  
32819  
United States

## Details

	Item	Unit	Qty	Unit Price	Subtotal
1	DR-500 Roller Shades @ 130B (2), 103C, 130D, 130E	each	5	305.00	1,525.00
	Custom Single Roller Shade, Inside Mounted, Fascia (Anodized), Manual Bead Chain Clutch Control, 54" x 81"/S/M:P910/BOH/DR-500/Roller Shades @ 130A, 130B (2), 103C, 130D, 130E				
2	DR-500 Roller Shades @ 130E	each	1	234.00	234.00
	Custom Single Roller Shade, Inside Mounted, Fascia (Anodized), Manual Bead Chain Clutch Control, 48" x 44"/S/M:P910/BOH/DR-500/Roller Shades @ 130E				
3	DR-500 Roller Shades @ 133A, 133F, 133B (2), 107A, 107B, 107C	each	7	450.00	3,150.00
	Custom Single Roller Shade, Inside Mounted, Fascia (Anodized), Manual Bead Chain Clutch Control, 89" x 77"/S/M:P910/BOH/DR-500/Roller Shades @ 133A, 133F, 133B (2), 107A, 107B, 107C				
4	DR-500 Roller Shades @ 133D, 133E, 133F	each	3	390.00	1,170.00
	Custom Single Roller Shade, Inside Mounted, Fascia (Anodized), Manual Bead Chain Clutch Control, 75" x 77"/S/M:P910/BOH/DR-500/Roller Shades @ 133D, 133E, 133F				
5	N/A Installation	each	1	2,150.00	2,150.00
	Installation for above				
6	N/A Travel	each	1	100.00	100.00
	Installation Travel Charge / Per Trip (Mileage, Time, & Per Diem)				
7	Freight Freight, PPD & add	Lot, each	1	0.01	0.01
	Freight: Pre-paid and Add to the invoice.				

TOTAL: USD \$8,329.01

## Project Summary

Project	Amount
Universal Project 910	8,329.01

**Payment Terms:**

100% Prepayment

**Terms & Conditions:**

SEE FILES THAT ARE ATTACHED AT THE END OF THIS PAGE FOR A LISTING OF ADDITIONAL TERMS AND CONDITIONS AND UNIVERSAL'S DIRECT PAY TAX PERMIT. (Click on "View File Attachments" below to view/print "UNIVERSAL'S TERMS & CONDITIONS" AND UNIVERSAL'S "SALES AND USE TAX DIRECT PAY PERMIT".) Please note: Universal pays sales and use tax directly to the State of Florida. As such, no tax will be paid to any vendor for purchases made by or on behalf of Universal.

**DEFINITIONS & INSTRUCTIONS:**

Agency Engagement: PKG Services LLC, a procurement company, purchases products/services on behalf of our client, UNIVERSAL (hereinafter, "Universal"). PKG Services acts as an agent for Universal under an expressed grant of authority given by Universal, as entered into between PKG Services and Universal.

PKG Services is a procurement company/agent that purchases products/services from third-party vendors necessary to complete a project for Universal. The goods and services provided by third-party vendors are provided to Universal's property (for use on and/or by that property) to satisfy their new construction or renovation needs. The third-party provided goods are never marked up for resale, held as inventory of PKG Services for use at a later time, or used for the benefit of PKG Services or any of its other clients. PKG Services never takes title to (or possession of) any goods provided by third-party vendors. All tangible personal property associated with this project is owned by and for the exclusive use of Universal and its affiliated companies, and as such, Universal is the responsible party to pay all related sales and use taxes. All third-party vendor invoices are paid from funds supplied by Universal. In sum, no sale of a tangible product(s) is occurring between PKG Services and Universal.

PAYMENTS: PKG Services prefers to make payments via ACH deposits which process in three business days. In order to facilitate this, we will need the vendors bank account information. Specifically, the ABA Routing number and Account Number. Please provide this information via email to peter@pkgservicesllc.com or you can provide the name and email address of the individual that can provide this information and we will send them a secure link to enter it into our system. Optionally, you can provide this information to us via a phone call at 407-256-2347 and we will enter it.

INVOICES must be emailed to: peter@pkgservicesllc.com

Vendor shall include Purchase Order # on all invoices for proper processing.

Note: Questions regarding project scope and operations should be directed to:

Kimberley Fernandez

PKG Services

phone: (407) 719-2100

email: kimberley@pkgservicesllc.com

All items on this purchase order must be side marked with the Purchase Order number, project name, and designated tracking/spec number listed for each line item. Vendor is to ensure that a detailed packing list referencing PO number, project name, item description, tracking/spec number, and quantity accompanies each shipment and is easily identifiable, located, and affixed to the outside packing of the product.

Vendor must adhere to the PKG Services and Universal Terms & Conditions attached to this purchase order.

All items must be new, of contract quality and suitable for commercial use. All items must meet or exceed all applicable local, state, and federal codes. All items must be appropriate for tropical climates and high humidity.

Vendor is to provide shop drawings, finish samples, cuttings, strike offs and prototype(s) as noted on attached specification for final approval by a designated PKG Services representative. No production may commence until Vendor has received all written approvals from PKG Services. All substitutions must be submitted for written approval by a designated PKG Services representative prior to manufacturing and purchasing.

Acknowledgment of this purchase order is to be sent to Requestor. Any corrections/ modifications to the Purchase Order must be transmitted in writing to Requestor and acknowledged prior to processing order.

Warehouse Delivery Instructions, please contact:

Emily Barker  
Procurement Project Expeditor  
PKG Services  
PH: 407.640.1420  
Email: [emily@pkgservicesllc.com](mailto:emily@pkgservicesllc.com)

Kimberley Fernandez  
Procurement Project Manager  
PKG Services  
PH: 407.719.2100  
Email: [kimberley@pkgservicesllc.com](mailto:kimberley@pkgservicesllc.com)

**JCQ Services Warehouse Delivery Instructions**  
(only for products shipped to JCQ Services Warehouse)

Delivery appointments for the JCQ Services Warehouse must be made at least 48 business hours prior to the intended delivery time. If the delivery requires specialized equipment to off-load, appointments shall be requested 72 hrs. prior to the intended delivery date. Contact Coral Figueroa, email: [coralf@jcqservices.com](mailto:coralf@jcqservices.com) phone: 407-791-5105 to schedule appointments.

In order to process an email request, JCQ Warehouse is to receive an e-mail as follows:

- a. To: [Inbound@jcqservices.com](mailto:Inbound@jcqservices.com)
- b. CC: [Coral@jcqservices.com](mailto:Coral@jcqservices.com)
- c. CC: [kimberley@pkgservicesllc.com](mailto:kimberley@pkgservicesllc.com), [emily@pkgservicesllc.com](mailto:emily@pkgservicesllc.com), [info@pkgservicesllc.com](mailto:info@pkgservicesllc.com)
- d. E-mail format:

• Subject: PKG Services - P910 , Delivery Appointment Requests for (Vendor Name).

• Body of e-mail:

“Hello JCQ Team.

Could you please make the necessary arrangements to receive a delivery of (Qty), (Container size)\*\* for PO # (...) on (Desired date

for delivery MM/DD/YYYY) at (Desired time for delivery 24:00 Hrs.).

If you have any questions, contact (name of who is requesting the appointment) at (contact number).

Attached you will find packing slip for your reference.

Regards,

John Doe”

• Request for appointment shall include a copy of the vendor Packing Slip, and handling requirements.

PLEASE NOTE: ADDITIONAL PO PURCHASE PROCESS INSTRUCTIONS ARE REFERENCED IN ATTACHED FILE (see attached file to the PO).

**Required Documents:**

Document	Originals	Copies
Invoice	1	0
Packing List	1	0
Quality Certificate	1	0
Certificate of Origin	1	0
Shipping Bill	1	0

**Approvals**

User	Status
Peter K Grosseibl	Pending



PO Box 561152  
Orlando, FL 32856-1152  
407-256-2347  
info@pkgservicesllc.com  
www.pkgservicesllc.com

## **ADDITIONAL PO PURCHASE PROCESS INSTRUCTIONS**

### **Care & Cleaning**

Applies To: All Items

Manufacturer must submit care, cleaning, warranty, and maintenance instructions via email to requestor prior to final payment being released.

### **COM Receiving Report**

Applies To: All Items

Manufacturer will be required to submit receiving reports for any COM fabrics/leather/other materials and any excess material must be shipped with the final shipment from the factory. COM is to be clearly marked and identified within the shipment.

### **Sales Tax**

Applies To: All Items

SEE FILES THAT ARE ATTACHED TO PO FOR UNIVERSAL'S DIRECT PAY TAX

PERMIT. Please note: *Universal pays sales and use tax directly to the State of Florida.* As such, no tax will be paid to any vendor for purchases made by or on behalf of Universal.

### **Sidemark Cartons**

Applies To: All Items

All Items on this order to be properly protected and cartoned to withstand shipment by common carrier and storage in a warehouse facility.

Packing list must be supplied for EACH BOX. Contents of EACH BOX must be clearly identifiable. Buyer will back charge supplier for expenses involved in identifying product if this information is not supplied.

All cartons shall be labeled with the exact side marking listed on the purchase order. Failure to comply shall result in a chargeback to the supplier for the warehouse to correct this failure. These costs shall include, but are not limited to, a minimum charge of \$50 per man per hour for the warehouse to open, inventory and label cartons accordingly.

### **Finish Sample For Approval**

Applies To: All Items

(3) ea samples for each Finish must be sent to - and approved by PKG Services in writing, prior to the production commencement of this order. Send submittals to:

PKG Services  
Attn: Submittals, ph: 407-256-2347  
2112 Miscindy Place  
Orlando, FL 32806

### **Submit Shop Drawings For Approval.**

Applies To: All Items

Shop Drawings must be submitted and approved by PKG Services in writing, prior to the production commencement of this order. Submit shop drawings and supporting documents via email to [Kimberley@pkgservicesllc.com](mailto:Kimberley@pkgservicesllc.com) with CC to: [Peter@pkgservicesllc.com](mailto:Peter@pkgservicesllc.com) and [Jeff@pkgservicesllc.com](mailto:Jeff@pkgservicesllc.com)

### **Submittal Deadline**

Applies To: All Items

As part of the bid award, supplier agrees to provide shop drawings and/or finish samples for all items ordered within (3) weeks of issuance of purchase order for shop drawings and (2) weeks from receipt of control sample for finishes. Failure to provide drawings and samples within that time frame will result in supplier absorbing all costs associated with expedited/air shipment of the order.

### **Touch Up Kits**

Applies To: All Items

Vendor is to provide touch up kit, procedures, and formulas to facilitate touching up of product. Touch up kits will be required for every painted or stained finish and must be sent with the first shipment of pieces from the factory. Touch up kit is to be clearly marked and identified within the shipment.

### **Warranty**

Applies To: All Items

This order is being placed by PKG Services as agent only for our client, Universal, and is subject to the terms and conditions attached to this purchase order. All warranties shall inure to the direct benefit of client, Universal.

### **WPM (Wood Packaging Material)**

Applies To: All Items

If any WPM is used in the shipment of this order, the WPM must be ISPM 15 compliant. Vendor is responsible for all costs associated to remedy a shipment due to noncompliance. For additional information review the following U.S. Customs and Border Protection link by entering it into your web browser.

[https://help.cbp.gov/s/article/Article-720?language=en\\_US#:~:text=If%20WPM%20is%20unmarked%2C%20it,of%20the%20non%20compliant%20WPM](https://help.cbp.gov/s/article/Article-720?language=en_US#:~:text=If%20WPM%20is%20unmarked%2C%20it,of%20the%20non%20compliant%20WPM)

## **PURCHASE ORDER TERMS AND CONDITIONS**

**1. ACCEPTANCE:** Consultant accepts this Agreement and terms and conditions. Consultant shall, to Universal's satisfaction, provide all of the services, designs, materials, parts, equipment, and labor as described on the purchase order and as necessary to properly complete the requirements of the purchase order (the "Work") The mere delivery of the Work by Consultant to Universal will not constitute acceptance of the Work by Universal; nor will payment constitute final acceptance as the Work is subject to inspection and testing by Universal after delivery. Universal may reject the Work or any part thereof that contains defects, such as defective materials or workmanship or does not conform to the description of Work, the specifications or samples. Rejected Work may be returned at Consultant's risk and expense at invoice plus applicable transportation charges.

**2. PAYMENTS/TAXES:**

(a) Consultant shall submit an invoice for Work performed under validly issued Universal purchase orders. Each invoice shall include the purchase order number, description of Work, total dollars billed and any other information requested by Universal. Invoices shall be e-mailed to [peter@pkgservicesllc.com](mailto:peter@pkgservicesllc.com). Invoices for Work received on or after the 25th day of a month shall be dated as of the first day of the following month. Invoices will be accompanied by a completed applicable lien waiver if requested by Universal. After receipt of invoices and provided that this Agreement has been executed by the parties and that Consultant has otherwise timely and fully complied with the terms of this Agreement including, but not limited to, providing all required documentation, including certificates of insurance, Universal will then pay Consultant as stated below for all Work which Universal agrees has been satisfactorily performed. (b) Universal shall pay all undisputed and correct invoices as follows: Consultant shall be paid within thirty (30) days following the receipt and acceptance of Consultant's invoices by Universal unless otherwise stated on the purchase order. (c) Notwithstanding the foregoing, failure or delay by Universal in good faith to make payment shall not be deemed a breach of this Agreement. Universal reserves the right not to pay any invoice for Work or deliverables issued more than ninety (90) days from when Work or deliverables were rendered. (d) Universal may withhold or nullify (whether or not on account of subsequently discovered evidence) the whole or part of any payment to the extent necessary, as determined by Universal, to protect Universal from loss on account of: (i) defective Work not remedied; (ii) claims filed or reasonable evidence indicating probable claim filings; (iii) failure of Consultant to make necessary payments to its subcontractors of any tier for materials or labor in connection with this Agreement; and (iv) reasonable doubt that the Agreement can be completed on time and/or for the balance then unpaid. When any of the above are remedied or removed, payment will be made for the amounts withheld in accordance with the payment schedule stated herein. Except as otherwise provided for herein, Universal will have the right to offset against any amounts then or thereafter due to Consultant, or to be reimbursed by Consultant for, any costs Universal may incur as a result of Consultant's acts, delay or error in performance of the Work. (e) As a condition to payment, Universal may require Consultant to provide conditional or unconditional lien waivers from Consultant's subcontractors and suppliers in a form acceptable to Universal. Further, Universal may, after notice to Consultant and in the exercise of Universal's reasonable judgment, elect to make direct payments to any of Consultant's subcontractors or suppliers should Universal consider direct payment to be necessary to avoid the encumbrance of Universal's title to the real estate on which the Work is to be located or Universal's title to the Work or if Consultant's non-payment threatens to prevent or delay the completion of the Work. (f) If, at any time during the performance of the Work, Consultant believes that Universal has increased the Scope of Work, Consultant will provide written notice to Universal that Consultant may seek additional remuneration or time to perform the Work under this Agreement. The notice to be given under this paragraph must be given within two (2) business days following the event which gives rise to Consultant's claim. Consultant's failure to make timely notification to Universal will serve, at Universal's option, as a basis for denying the claim. (g) To the extent there is Florida state sales taxes applicable to the transactions between Consultant and Universal, such taxes will be collected and paid directly to the taxing agency by Consultant, all Florida use tax due on Consultant invoices, and not charged by Consultant, will be accrued and remitted directly by Universal and will not be included on invoices from Consultant.

**3. CHANGES TO THE WORK:** Universal may add to or deduct from the Work by issuing a Directive (a written document signed by the parties consisting of additions, deletions, or other revisions to this Agreement or other instructions as to the performance of the Work or the activities of Consultant or of its subcontractors) to Consultant describing the nature and scope of the change in the Work the ("Scope Change"). Unless the Directive indicates that it is for a quote only, Consultant will immediately proceed with the performance of the Scope Change. Within the time allotted in the Directive, Consultant will respond with what it believes to be an appropriate dollar amount to add to or subtract from the Compensation by reason of the Scope Change. A reasonable fee for the Scope Change or a reasonable credit for any reduced scope will be established for the change. If the parties agree upon the amount of the addition or deduction, a written Change Order to the Agreement will be signed. Any Scope Change work undertaken by Consultant will be governed by the terms and conditions of this Agreement, as amended by a Change Order.

**4. TERMINATION:** Universal may, for any reason and at any time, elect to terminate the performance of further Work or any portion of the Work under this Agreement upon written notice. In this event, Universal will pay Consultant for all Work completed and reasonable direct costs incurred for any Work authorized and performed prior to the termination (unless the reason for the termination is Consultant's breach, in which case Universal may off-set its increased cost of the Work by the undisbursed Compensation, in addition to such other remedies as are provided by law). Consultant will turn over to Universal all Work then completed or partially completed including all

materials, equipment, originals and copies of computer-generated designs on all electronic storage media and calculations, specifications and other information generated by Consultant as part of the Work. In no event however shall the amount due Consultant exceed the Compensation. The Agreement is conditioned upon Consultant's promise to deliver the Work in the quality, quantity and Schedule specified in the Agreement. Failure to perform in this manner will cause the Agreement to be subject to termination by Universal upon written notice to Consultant.

**5. CONFIDENTIALITY/PROMOTION:** (a) Consultant agrees to refrain at all times from disclosing Universal's trade secrets, systems, concepts and designs, financial data and general business information which is not generally known by the public and which gives Universal an advantage over its competitors who do not know or use this information to others or from using it except for the benefit of Universal and to refrain from any other acts which would tend to destroy the value of this information to Universal. Consultant will secure appropriate agreements with each of its employees and subcontractors assigned to the Project so that each will agree to the obligations of this Article. (b) Without the prior written approval of Universal, Consultant and Consultant's employees will not discuss the Project or their relationship to it with any branch of the media or with any third party nor will they furnish any written materials, photographs, drawings or sketches relating to the Project to any media entity or third party. Consultant will not use Universal's name or its association with Universal in any form of advertising or promotions without Universal's prior written consent. Further, Consultant will not utilize the name of Universal or any of its fanciful characters or themes, whether real or fictitious, associated with Universal's products, or any other intellectual properties owned or controlled by Universal or any of its affiliated companies without the prior written consent of Universal, which consent may be withheld by Universal in its sole judgment. (c) Notwithstanding anything herein to the contrary, any party subject to confidentiality obligations hereunder or under any other related document (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, such party's U.S. federal income tax treatment and the U.S. federal income tax structure of the transactions contemplated by this Agreement relating to such party and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure. However, no such party shall disclose any information relating to such tax treatment or tax structure to the extent nondisclosure is reasonably necessary in order to comply with applicable securities laws. (d) The provisions of this Paragraph 5 shall survive the closeout or sooner termination of this Agreement.

**6. LABOR:** (a) Consultant represents and warrants that all Work which is sold to Universal under this Agreement were produced in compliance with Sections 6, 7, and 12 of the Fair Labor Standards Act and its regulations. (b) In its performance of this Agreement, Consultant will not do or fail to do any act or thing that would cause an interference with the normal operation of Universal's business. (c) Whenever an actual or potential labor dispute delays or threatens to delay the performance of this Agreement, Consultant will immediately give written notice to Universal.

**7. INDEPENDENT CONTRACTOR:** Consultant, in the performance of the Work, is an independent contractor and not an employee, agent, joint venturer or partner of Universal. Nothing herein will be interpreted as creating the relationship of employer and employee between Universal and Consultant or between any employee or agent of Consultant and Consultant will retain the right to perform services for others during the Term.

**8. REPRESENTATIONS/WARRANTIES:** (a) (i) Consultant represents and warrants that any products, merchandise, equipment, creative instruments of service and Work provided to Universal under this Agreement will meet or exceed all applicable local, state or federal consumer and employee safety laws, including the Americans with Disabilities Act, and with those of any other governing bodies having jurisdiction over the Work. Consultant further represents and warrants that it has the right to enter into this Agreement and the products and merchandise supplied by Consultant to Universal will not infringe on the rights of any third party. If it is determined that the Work infringes the rights of any third party, Universal will have the right to return any infringing items immediately and will have no payment or other obligation to Consultant. If Universal has already paid Consultant for the infringing Work, Consultant will immediately refund Universal's payment(s). (ii) Consultant warrants that all items delivered pursuant to this Agreement are and will be free and clear of all liens and encumbrances and that Consultant has and will have good and marketable title to the Work. Consultant will protect, defend, hold harmless and indemnify Universal from and against any and all claims arising from these items. (b) Consultant represents to Universal that it has the professional experience and skill to perform the Work required to be performed under this Agreement; that it will comply with all applicable federal, state, county and city laws, statutes, regulations, codes, ordinances and orders and with those of any other governing bodies having jurisdiction over the Project, that it will perform the Work to be performed in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with the best interests of Universal; and that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur in the performance of the Work under this Agreement. (c) (i) Consultant represents and warrants that all Work furnished under this Agreement will be free from defects of material and workmanship and will conform to drawings and specifications. Where design is Consultant's, Consultant warrants that all Work furnished will be fit and sufficient for the purposes intended. The warranties of the Consultant together with its service warranties and guaranties, will run to Universal, its successor, assigns and customers. These warranties will remain in effect for a period of one (1) year after it is accepted by Universal. If, however, the Work furnished under this Agreement are standard commercial items, Universal may, in its discretion, accept by written notice, Consultant's standard warranty for this Work in lieu of the warranty provisions set forth in this Agreement. (ii) Consultant upon notification from Universal of a breach of warranty will at Universal's discretion either repair or replace the defective Work, or agree to an equitable adjustment in the Compensation. (d) Consultant represents and warrants that the price of the Work set forth in this Agreement does not exceed those charged by Consultant to any other customer

purchasing the same type of Work in like or similar quantities. (e) Consultant warrants that title to all Work and to all other materials and equipment covered by any invoice will pass to Universal, free and clear of all liens, claims, security interests or encumbrances, upon the creation of any tangible or identifiable portion of the Work. (f) Consultant warrants that the individual signing this Agreement on its behalf is authorized to do so.

**9. BOOKS AND RECORDS:** Consultant will maintain and make available to Universal's representatives at all times, Consultant's accounting books and records relating to only the Work performed under this Agreement, which will be retained by Consultant for a period of at least five (5) years from and after the completion of the Work. Universal, or its authorized representatives, will have the right to audit these books and records at all reasonable times during Consultant's regular business hours upon two (2) days prior notice to Consultant.

**10. OWNERSHIP OF DELIVERABLES:** (a) Universal will own all of the rights in and to all of the results and proceeds of the Work performed by Consultant, developed pursuant to this Agreement, including any intangible work product and tangible deliverables resulting from the Work, to use in any medium whether now existing or developed in the future, throughout the universe in perpetuity. To the extent the Work performed under this Agreement produces or includes copyrightable materials or designs, these deliverables are "works for hire" for Universal under all applicable copyright laws (including the United States Copyright Act) with Universal as the author, creator, or inventor upon creation of these materials. Universal will own all rights pertaining to this Intellectual Property as "works for hire" and Universal shall have the right to obtain in its name or in the name of its designee(s) all copyrights and copyright renewals and any other protections in connection with the protection of these copyrights. To the extent that this Intellectual Property does not constitute "works for hire" then Consultant expressly assigns to Universal all rights and ownership in and to the Intellectual Property to use in any medium whether now existing or developed in the future, throughout the universe in perpetuity. To the extent that the Work performed under this Agreement produces or includes patentable inventions, or other Intellectual Property, then Consultant expressly assigns to Universal all rights, title and ownership in and to the patentable inventions or other Intellectual Property and Universal will have all rights to the Intellectual Property. Consultant acknowledges that Universal is the motivating force and factor for this Agreement, and for purposes of Intellectual Property, has the exclusive right to this Intellectual Property deliverables produced by Consultant under this Agreement. (b) For any Intellectual Property that is developed under this Agreement or relies on existing technology for their exploitation, or in the event the deliverables provided under this Agreement contain software, Consultant grants to Universal and its assigns a royalty-free, perpetual license to utilize the Intellectual Property or software as part of the Work in any location in any manner for this application sufficient to fully exploit the Intellectual Property or to complete and utilize the Work or software without cost beyond any payments otherwise required by this Agreement. In the event that software provided pursuant to this Agreement is not owned by Consultant, Consultant will procure for Universal a license to use such software in accordance with this Paragraph 10. The license granted under this Article will survive and continue to remain in effect following any termination of this Agreement. Consultant agrees to sign all lawful papers considered by Universal as expedient to vest in it legal title to this license.

**11. INDEMNIFICATION:** (a) To the fullest extent provided by law, Consultant agrees to protect, defend, indemnify and hold harmless Universal City Development Partners, Ltd., Universal City Studios LLC, Universal Studios Company LLC, Universal Studios Hotel V LLC, UCF Hotel Venture V, a Florida General Partnership, LOHP V, LLC, NBCUniversal Media, LLC, Loews Hotels Holding Corporation, Steven Spielberg and any natural Person, in which Steven Spielberg owns a controlling interest (including, without limitation, Amblin Entertainment and DreamWorks LLC), the parent, subsidiary, affiliated and related companies of each of the foregoing, the successors and assigns of each of the foregoing, and the respective directors, officers, constituent general and limited partners, employees and agents of each of the foregoing (the "**Indemnitees**") from and against any and all liabilities, damages, losses, costs, claims, suits, judgments, settlements, fines, penalties and expenses (including reasonable attorney's fees relating to all arbitration, mediation, or litigation proceedings at all trial and appellate levels), or demands, including those demands arising from or for bodily injury, personal injury or death of persons, damage to property, product liability or any infringement of any proprietary right, including but not limited to, patent, copyright, trademark or trade secret (collectively "**Claims**") of whatever nature asserted against, imposed upon or suffered by any Indemnitee arising out of or resulting from, in whole or in part, (i) the breach or alleged breach of this Agreement, including without limitation any warranty, covenant or representation or any act or omission of or by Consultant or any of its Subcontractors of any Tier; (ii) any negligent acts, errors, omissions or reckless or intentional wrongful misconduct of Consultant or of any of its Subcontractors of any tier; (iii) any Claims arising from the presence of Consultant, any of Consultant's Subcontractors of any tier, or any of the employees, officers, directors, agents, licensees or invitees of Consultant or of any Subcontractor of any Tier, on Universal's property in connection with the Work; or (iv) the performance of any Work under this Agreement by Consultant or of Consultant's Subcontractors of any tier, and Consultant will make good to and reimburse the Indemnitees for any expenses incurred by the Indemnitees by reason of the Claims. Notwithstanding the foregoing, Consultant's indemnity obligations will not apply to any Claims to the extent arising from the Indemnitees' negligence or willful, wanton or intentional misconduct. (b) In any and all Claims against the Indemnitees by any employee of Consultant, any Subcontractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 11 shall not be limited in any way by any limit on the amount or type of damage, compensation or benefits payable by or for Consultant or any Subcontractor of any tier under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

**12. INSURANCE:** (a) Except as otherwise expressly provided in this Agreement, Consultant will pay for, procure and maintain, without credit or reimbursement therefore by Universal, in full force and effect from commencement

and during the entire term of this Agreement until final close-out of this Agreement and, as required by this Agreement, beyond the final close-out of this Agreement, the following kinds and amounts of insurance insuring Consultant and the Protected Entities and any SubConsultants of any Tier who do not carry the required insurance. Such insurance, and any insurance certificate provided by Consultant or Consultant's Subcontractors of any Tier, shall apply to the operations on behalf of Universal and its affiliated and related entities in the performance of any Work required under this Agreement and any other Agreement with Universal. Consultant's compliance with the requirements of this Paragraph 12 will not relieve Consultant of any other obligations or requirements contained in this Agreement.

(i) Statutory Workers' Compensation insurance and Employer's Liability insurance with a limit on the latter of not less than One Million Dollars (US\$1,000,000). Contractor's Workers' Compensation and Employer's Liability insurance coverage will include a waiver of subrogation in favor of the Protected Entities where permitted by Law.

(ii) Commercial General Liability insurance written on an occurrence basis with a combined single limit for bodily injury and property damage of not less than One Million Dollars (US\$1,000,000) per occurrence and Two Million Dollars (US\$2,000,000) in the aggregate. The Commercial General Liability insurance policy will include blanket coverage for contractual liability, Universal's (Universal) and contractor's protective liability, personal injury, products/completed operations, XCU (if applicable), longshoreman's, Jones Act or Wharfingers liability (if applicable), product liability and broad form property damage or its equivalent. Notwithstanding any other provision in this Paragraph 12 to the contrary, the products and completed operations coverage will remain in effect for two (2) years after the opening of the Project (of which the Work is a component) to the admission-paying general public or the completion of the applicable Work, whichever is later.

(iii) Business Automobile Liability coverage for all owned, hired or non-owned vehicles utilized by Consultant with a combined single limit of not less than One Million Dollars (US\$1,000,000) each occurrence for bodily injury, death and property damage.

(iv) In the event Consultant is transporting any portion of the Work or Universal owned personal property, Inland Transit Insurance and/or Cargo Liability Insurance, as applicable, for all owned, hired or non-owned vehicles utilized by Consultant or Consultant's transporter with a combined single limit of not less than (i) One Million Dollars (US\$1,000,000) or (ii) an amount sufficient to cover the full replacement cost of the property in transit for each occurrence for each loss.

(v) Umbrella/Excess liability insurance on a follow form basis with minimum limits of Three Million Dollars (US\$3,000,000). Such Umbrella/Excess liability insurance shall be in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability policies as required herein.

(b) At all times during the performance of the Work: (i) Consultant will be responsible for its personal property, tools and Consultant Equipment, whether owned, leased or rented by Consultant, and any component/new materials for which Universal does not retain title and shall insure its personal property for its full replacement value; and (ii) Consultant shall be responsible for all damage caused by Consultant or Consultant's Subcontractors of any Tier to any of Universal's personal property, including, without limitation, its tools, equipment, scenic or attractions, whether or not such personal property was provided by Universal for Consultant's use and regardless of whether or not the damage occurred on or off of Universal's property. Consultant shall promptly make good to and reimburse Universal for any expenses incurred by Universal by reason of such damage. (c) Consultant will cause its General and Automobile insurance carrier(s), including the Umbrella and/or Excess carriers, to add the Protected Entities as additional insureds. Consultant will cause its Inland Transit Insurance carrier or Cargo Liability Insurance carrier to add the Protected Entities as a loss payee. All such policies will contain a severability of interests provision. All such policies will be primary and non-contributing with any insurance maintained by the Protected Entities or any Subcontractor of any Tier who provides insured coverage for the Protected Entities. (d) Consultant will deliver to Universal, prior to the commencement of the Work, satisfactory evidence of insurance coverage for Consultant and its Subcontractors of any Tier in the form of an endorsement (or a form equivalent thereto satisfactory to Universal), or other form as required by Universal. All required insurance will be placed in A.M. Best-rated carriers satisfactory to Universal but with a minimum rating of at least A;X, Standard & Poor's A (or another similar rating service with a rating that Consultant can prove to Universal's satisfaction is equivalent thereto), and all such carriers shall provide to Universal in accordance with its policy provisions thirty (30) days' notice of cancellation, non-renewal or reduction of coverage. In the event that Consultant fails to deliver to Universal satisfactory evidence of insurance coverages within thirty (30) Days of the full execution of the Agreement, Universal may, at its sole option, either purchase insurance coverages equivalent to the insurance coverages required by this Paragraph 12 and deduct all costs associated with the purchase price of such insurance coverages from the Compensation or discontinue payment of the Compensation or any part thereof until such time as Consultant delivers to Universal satisfactory evidence of all required insurance coverages. Consultant will be responsible to pay all insurance premiums, including additional premiums if charged by carrier(s), for required waivers of subrogation and the endorsement of the policies to add the Protected Entities as required above. Coverage limit requirements outlined in this Paragraph 12 are the minimum to be provided and are not limitations of liability or of Consultant's indemnification obligations under this Agreement or of applicable Laws. Consultant may, at its expense, purchase larger coverage amounts. (e) Consultant and Consultant's insurance company waive all rights to claim against the Protected Entities with respect to any Claims of bodily injury, personal injury, or any losses or damage to real or personal property. (f) Consultant's failure to deliver satisfactory evidence of coverage will not be construed as a waiver of Consultant's obligation to provide the required insurance coverages. Consultant's compliance with the requirements of this Paragraph 12 will not relieve Consultant of any other obligations or requirements contained in this Agreement. (g) To the extent that Consultant employs Subcontractors of any Tier in the course of its performance of the Work, Consultant shall ensure that all Subcontractors of any Tier comply with the terms detailed in this Paragraph 12.

**13. ASSIGNMENT:** Consultant acknowledges and agrees that Universal has the right, in its sole discretion and without the consent of or consultation with Consultant, to freely assign, sell, transfer or pledge any or all of its

rights, and/or delegate any or all of its obligations (collectively, an "Assignment") under this Agreement, and this Agreement will inure to the benefit of any Person to which Universal makes such an Assignment. Universal's sole obligation is to notify the Consultant of such assignment. Consultant further agrees to do all things reasonably necessary to assist Universal with such assignment and to effectuate that purpose all without additional cost to Universal or its assignee. Consultant recognizes that its services are personal to it and will not assign, sell or transfer this Agreement or the right to receive the Compensation without Universal's prior written consent, which consent may be withheld in Universal's sole judgment.

Universal may assign this Agreement to any Universal associated entity without the consent of Consultant and this Agreement will inure to the benefit of Universal and its successors and assigns. Consultant recognizes that its services are personal to it and will not assign this Agreement or the right to receive the Compensation without Universal's consent, which consent may be withheld in Universal's sole judgment.

**14. SUBCONTRACTORS:** Subcontractors means any person or entity of any tier, including materialmen, having a direct or indirect contract with Consultant or a subcontractor to perform any of the Work or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work. Consultant will not engage the services of any subcontractor(s) of any tier without the prior written approval of Universal which approval Universal will not unreasonably withhold.

**15. ENVIRONMENTAL COMPLIANCE:** (a) WASTE: Consultant shall provide proper on site collection of all waste material generated on site as a result of the Work, including proper containment of the waste and proper waste characterization and labeling of the waste based upon Consultant's knowledge and/or laboratory analysis by a state of Florida certified environmental laboratory and as required by law or Universal. Consultant will also provide Universal's Environmental Health and Safety Department ("EHS") with copies of all Material Safety Data Sheets for products brought on site by Consultant prior to bringing any material on site. (b) AIR: All activities involving the generation of any regulated Air Pollutant, including Criteria Pollutants such as Particulate Matter, and other Hazardous Air Pollutants, (e.g., Volatile Organic Compounds such as solvents) such as sanding, buffing, abrasive blasting, coating generating mists and aerosols, all as defined under the Clean Air Act and the State of Florida environmental air regulations, must occur utilizing Particulate Matter and/or Volatile Organic Compound capturing equipment to prevent emission to the atmosphere, (e.g., paint booth type structures or other encapsulating devices). All air emissions must be recorded as required by Universal's air emission permit and/or EHS for permitting requirements, via "air emission utilization logs" and the Consultant must keep a written record of the volume of each type of chemical products used during the course of the Work while on Universal's property. Consultant must provide all documentation as required by Universal's air emission permit to the EHS representative within 5 working days from the end of each calendar month for the length of this Agreement. (c) WATER: As defined under the Clean Water Act, the State of Florida environmental water regulations, and local water regulatory agencies, (e.g., South Florida Water Management District and City of Orlando), the Consultant will comply with all stormwater and Industrial Wastewater regulations. Consultant must obtain permission from EHS prior to discharging any construction site stormwater retention, waste waters, or chemical products to the on-property stormwater systems or on-property sanitary system. Consultant will take precautions at all times while on Universal property, to ensure any accidental releases or arbitrary discharges/disposals of regulated wastewaters or other chemical substances are never discarded to the environment, i.e. soils, groundwater and/or stormwater systems.

**17. LEGAL PROCEEDINGS:** The parties agree to submit any and all issues, disputes or claims ("Disputes") which may arise under this Agreement to mediation with a mutually agreed upon independent mediator. The parties agree to share equally in the mediation costs incurred. Mediation in good faith is condition to instituting litigation of any Dispute under this Agreement. The parties agree that venue and jurisdiction of any litigation between them will be vested solely in a court of competent jurisdiction sitting in Orange County, Florida and agree to accept service of process outside the State of Florida in any matter to be submitted to any court pursuant to this Agreement they agree. The parties expressly agree to waive trial by jury in any such legal proceeding. This Agreement will be interpreted under, and enforced in accordance with, the laws of the State of Florida without regard to conflicts of law.

**17. SEVERABILITY:** If a Court of competent jurisdiction holds any of the provisions of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or any portion of them, will remain unaffected.

**18. ENTIRE AGREEMENT:** This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements between them. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation outside those expressly enumerated in this Agreement. This Agreement may be supplemented, amended or modified by the mutual agreement of the parties if in writing and signed by parties. In the event of a conflict between these Terms and Conditions and the Scope of Work, these Terms and Conditions shall prevail.



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## Sales and Use Tax Direct Pay Permit

Issued Pursuant to Chapter 212, Florida Statutes

DR-16P

R. 01/16

TC

Rule 12A-1.097  
Florida Administrative Code  
Effective 01/16

TPP-0379	08/20/2019	08/31/2024	TPP - TANGIBLE PERSONAL PROPERTY, LARGE PURCHASES
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Permit Number      Effective Date      Expiration Date

Self-Accrual Authority Type

The entity named below has met the requirements for self-accrual authority as indicated above.

ATTN KELLY CARLINE  
UNIVERSAL CITY DEVELOPMENT PARTNERS LTD  
1000 UNIVERSAL STUDIOS PLZ  
ORLANDO FL 32819-7601

Business Partner #: 0000593930

This permit authorizes the holder to self-accrue the sales tax due as defined in Chapter 212, Florida Statutes (F.S.), and described below.

### Authorized Uses of the Direct Pay Permit

#### Apportionment (APP)

- ✓ The apportionment of tax by eligible **air carriers** for the purchase or use of tangible personal property, as provided in section (s.) 212.0598, F.S.
- ✓ The partial exemption applicable to **vessels** and parts thereof used in interstate or foreign commerce for the purchase of vessels and parts thereof, as provided in s. 212.08(8), F.S., and Rule 12A-1.0641, Florida Administrative Code (F.A.C.).
- ✓ The partial exemption applicable to **railroads** and parts thereof used in interstate or foreign commerce by licensed railroad carriers for purchases of tangible personal property, as provided in s. 212.08(9)(a), F.S., and Rule 12A-1.064, F.A.C.
- ✓ The partial exemption applicable to **motor vehicles** and parts thereof used in interstate or foreign commerce by **licensed common carriers**, as provided in s. 212.08(9)(b), F.S., and Rule 12A-1.064, F.A.C.

#### Purchases of Tangible Personal Property (TPP)

- ✓ The purchase of tangible personal property by dealers who annually **purchase in excess of \$10 million of taxable tangible personal property** in any county for the dealer's own use.
- ✓ The purchase of tangible personal property by dealers who annually **purchase at least \$100,000 of taxable tangible personal property**, including maintenance and repairs for the dealer's own use, when the taxable status of the property will only be known by its use. The taxable status of the property will be known by its use when the dealer's normal trade or business characteristics require the dealer to purchase tangible personal property that will either become a component part of a product manufactured for sale or will be used and consumed by the dealer.

#### Promotional Materials (PRO)

- ✓ The purchase of promotional materials, as defined in s. 212.06(11)(b), F.S., by dealers who are unable to determine at the time of purchase whether the promotional materials will be used in Florida or exported from Florida only when the seller of promoted subscriptions to publications sold in Florida is a registered dealer and is remitting sales tax to the Department on publications sold in Florida. The dealer purchasing and distributing promotional materials and the seller of the promoted subscriptions to publications are not required to be the same person.

#### Real Property Leases (RPL)

- ✓ The **lease or license to use real property** subject to tax under s. 212.031, F.S., by dealers who are **required to remit sales tax electronically**, as provided under s. 213.755, F.S., from a number of independent owners or lessors of real property.
- ✓ The **lease of or license to use real property** subject to the tax imposed by s. 212.031, F.S., by a dealer who leases or obtains licenses to use real property **from a number of independent property owners** who, except for the lease or license to the dealer, would not be required to register as dealers engaged in the business of leasing real property.
- ✓ The **lease or license to use real property** subject to the tax imposed by s. 212.031, F.S., by **operators of amusement machines or vending machines** who lease or obtain licenses to use real property from property owners or lessors for the purpose of placing and operating an amusement or vending machine.

## General Information for All Direct Pay Permit Holders

Each permit holder must have a valid dealer's *Sales and Use Tax Certificate of Registration* (Form DR-11) or *Certificate of Authorization to Pay Use Tax* (Form DR-11U). Upon cancellation of either certificate, this permit must be canceled and surrendered.

Permit holders may provide a copy of this permit to a selling dealer instead of paying tax for authorized purchases to the selling dealer.

Permit holders are required to file tax returns according to their filing frequency and pay to the Department the amount of sales and use tax due on transactions for which this permit was extended. A tax return must be filed, according to the filing frequency, even if no tax is due.

### Recordkeeping requirements:

- Every holder of a *Sales and Use Tax Direct Pay Permit* is required to keep and preserve all information and documentation necessary to substantiate the holder's authorization for the permit. The holder is also required to document the payment of all tax due on its purchases of tangible personal property and services.
- A dealer of tangible personal property and services is not required to collect sales and use tax, as identified on the direct pay permit, on sales made to the permit holder.
- Permit holders and dealers selling to permit holders are required to keep these records until the taxes imposed and administered by Chapter 212, F.S., may no longer be determined and assessed under s. 95.091(3), F.S.
- Electronic storage of all required records through use of imaging, microfiche, or other electronic storage media will be sufficient compliance with the provisions of this subsection.

**This permit expires five years from the effective date listed on the permit.** The Department will provide a renewal notice to the permit holder 60 days prior to the expiration date of the permit. A person who does not receive a renewal notice or needs more information regarding the notice may contact Account Management, MS 1-5730, Florida Department of Revenue, 5050 W Tennessee St, Tallahassee FL 32399-0160.

In the event the original *Sales And Use Tax Direct Pay Permit* is lost or destroyed, the permit holder may obtain a replacement by visiting any local Department of Revenue service center or calling the Department at 850-488-6800. Send written requests to Account Management, MS 1-5730, Florida Department of Revenue, 5050 W Tennessee St, Tallahassee FL 32399-0160.