



Purchase order No.: P509-009965

Date 09/17/2024

Revision Number 2

<b>Vendor: 249422</b> READ WINDOW PRODUCTS INC  5900 WEISBROOK LANE Knoxville, TN 37909 USA  Contact: Tel: accounting@readwindow.com	<b>Bill To:</b> South Beach Resort Condominium Association, Inc.  9271 S John Young Pkwy Orlando, FL 32819 USA  Email:	<b>Ship To:</b> SBR-South Beach Resort  3020 Owners Club Ct. Myrtle Beach, SC 29577 USA  <b>Attention:</b>
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**Shipping Method:****Payment Terms:****FOB:**

NET30

Line number	Item number	Description	Delivery	Unit	Quantity	Unit price	Amount
1		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-LR-400 2BR LR Main Window 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	87.00	113.75	9,896.25
2		Ripplefold Manual Full Length Sheer - Double Track Ceiling M - TAG: SU- LR-400a 2BR LR Main Window 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	87.00	115.00	10,005.00
3		ADA Ripplefold Manual Full Length Drapery - Double Track Cei - TAG: SU-LR-400ADA 2BR LR Main Window 2024 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	3.00	126.75	380.25
4		ADA Ripplefold Manual Full Length Drapery - Double Track Cei - TAG: SU-LR-400aADA 2BR LR Main Window 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	3.00	129.75	389.25

Line number	Item number	Description	Delivery	Unit	Quantity	Unit price	Amount
5		Flat Roman Shade with Self Valance - TAG: SU-LR-401 2 BR LR Patio Door 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	87.00	209.25	18,204.75
6		Motorized Flat Roman Shade with Self Valance - TAG: SU-LR-401 ADA 2 BR LR Patio Door 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	3.00	356.50	1,069.50
7		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-MB-402 2 BR Master Bedroom 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	87.00	209.50	18,226.50
8		Ripplefold Manual Full Length Sheer - Double Track Ceiling M - TAG: SU-MB-402 2 BR Master Bedroom Sheer 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	87.00	116.25	10,113.75
9		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-MB-402 ADA 2 BR Master Bedroom 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	3.00	217.25	651.75
10		Ripplefold Manual Full Length Sheer - Double Track Ceiling M - TAG: SU-MB-402 ADA 2 BR Master Bedroom Sheer 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	3.00	124.00	372.00
11		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-GB-403 2 BR Guest Bedroom 2025 South Beach E - H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	90.00	277.25	24,952.50
12		Ripplefold Manual Full Length Sheer - Double Track Ceiling M - TAG: SU-GB-403a 2 BR Guest Bedroom 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	90.00	122.75	11,047.50

Line number	Item number	Description	Delivery	Unit	Quantity	Unit price	Amount
13		Flat Roman Shade with Self Valance - TAG: SU-K-404 1 BR Kitchen 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	30.00	152.00	4,560.00
14		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-DR-405 1 BR Dining Room Main Window 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	30.00	113.75	3,412.50
15		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-DR-405a 1 DR Main Window 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	30.00	108.50	3,255.00
16		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-LR-406 LR Main Window 202 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	30.00	162.75	4,882.50
17		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-LR-406a LR Main Window 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	30.00	122.75	3,682.50
18		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-MB-407 1 BR Master Bedroom 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	30.00	125.50	3,765.00
19		Ripplefold Manual Full Length Drapery - Double Track Ceiling - TAG: SU-MB-407a1 BR Master Bedroom 2025 South Beach E-H Renovation See designer spec for additional information Please tag as stated above	9/17/2024	EA	30.00	120.25	3,607.50
20		Field Measure Fee - Measure Fee	9/17/2024	EA	5.00	750.00	3,750.00
21		Installation Fee -	9/17/2024	USD	46,150.00	1.00	46,150.00
22		Measure Travel Charge per trip	9/17/2024	EA	1.00	1,550.00	1,550.00
23		Installation Travel Charge per trip	9/17/2024	EA	6.00	2,500.00	15,000.00

<b>Sub total :</b>	<b>198,924.00</b>
<b>Tax :</b>	<b>16,076.31</b>
<b>Order total :</b>	<b>215,000.31</b>

**FOR THE PURCHASE AND SALE OF GOODS:**

**THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE ATTACHED PURCHASE ORDER BETWEEN BUYER AND SELLER UNLESS A PRIOR CONTRACTUAL AGREEMENT HAS BEEN ESTABLISHED BETWEEN BUYER AND SELLER.**

**1. DEFINITIONS:**

- a. BUYER shall mean Holiday Inn Club Vacations Incorporated or any of its related or affiliated entities.
- b. SELLER shall mean any person or company to whom the purchase order has been given.
- c. GOODS shall mean the materials, products, or all other things to be purchased or to be supplied as specified in the PURCHASE ORDER.
- d. PURCHASE ORDER shall mean the contract to purchase the Goods and any addendums thereto attached to these Terms and Conditions.

**2. ACCEPTANCE:** This PURCHASE ORDER constitutes an offer by BUYER to SELLER upon the Terms and Conditions stated herein and in the body of the PURCHASE ORDER, and will become a binding contract upon acceptance either by acknowledgement or performance in whole or in part. No additional or different terms contained in any invoice, quote, proposal, sales order, packing slip, or other document supplied by SELLER will be binding on BUYER, and BUYER expressly rejects such additional or different terms. This PURCHASE ORDER may be amended only by a writing signed by BUYER.

**3. NON-ASSIGNMENT:** Assignment by SELLER of this Purchase Order or any part thereof without written consent of BUYER shall be void.

**4. CHANGES:** BUYER reserves the right at any time, by way of a signed writing, to make changes in the PURCHASE ORDER or any part thereof. SELLER agrees to accept any such changes subject to this paragraph. No change to or modification of the items, specification, terms, conditions, prices, and delivery schedule shall be binding upon BUYER unless expressly agreed in writing by BUYER. In the event that any GOODS subject of the PURCHASE ORDER are affected by changes in drawings, specifications or design, SELLER shall notify BUYER within 7 days, but SELLER shall not, without prior written consent of BUYER, incorporate any such changes in the PURCHASE ORDER.

**5. BUYER'S RIGHT TO ADEQUATE ASSURANCE:** BUYER may, in writing, demand adequate assurance of due performance by the SELLER under the terms of the PURCHASE ORDER. Until such assurance is received, BUYER may suspend any performance required of it, including payment. If SELLER does not provide BUYER with such an assurance, in writing, BUYER may repudiate the PURCHASE ORDER. Acceptance of any improper delivery does not prejudice BUYER's right to demand adequate assurance of SELLER's performance.

**6. TERMINATION:** BUYER may terminate the PURCHASE ORDER at any time and for any reason by providing SELLER with written notice of such termination. In the event of termination as a result of SELLER's breach of any portion of the PURCHASE ORDER or the Terms and Conditions, BUYER shall have no liability whatsoever to SELLER. Otherwise, in the event of termination SELLER shall be entitled to receive only reasonable costs and expenses incurred in performance of the PURCHASE ORDER to the date of termination, provided SELLER submits notice of the costs and expenses incurred to BUYER within 30 days after the date of termination. BUYER shall have the right to audit all elements of any termination claim and SELLER shall make available to BUYER, upon request, all books, records and documents related thereto. Any termination by BUYER shall be without prejudice as to any claims for damages or other rights of BUYER against SELLER.

**7. DELIVERY:** Time is of the essence for the PURCHASE ORDER. The time stipulated for delivery of GOODS shall be strictly adhered to. If in order to comply with BUYER's required delivery date it becomes necessary for SELLER to ship by a more expensive way than specified in the PURCHASE ORDER, any increased transportation costs resulting shall be paid for by SELLER. Without prejudice to SELLER's obligation to deliver the GOODS on time, SELLER shall give BUYER notice in writing immediately if any delay is foreseen. Failure to deliver on the date specified in the PURCHASE ORDER shall entitle BUYER to (without prejudice to any other rights it may have):

- a. Cancel the PURCHASE ORDER without any penalty to BUYER; or
- b. Refuse to accept any subsequent delivery of the GOODS which SELLER attempts to make; or
- c. Recover from SELLER any expenditure reasonably incurred by BUYER in obtaining the GOODS in substitution from another SELLER; or
- d. Claim damages for any additional costs incurred by BUYER which are in any way attributable to SELLER's failure to deliver the GOODS on the due date.

SELLER shall not deliver the GOODS in advance of the delivery schedule without the express authorizations of BUYER. In the event that SELLER ships materials or products in advance of the delivery schedule, BUYER reserves the right to return, with shipping charges to be reimbursed by SELLER, or to store at SELLER's expense all such materials or products received by BUYER in advance of the schedule. In the event that SELLER over ships materials or products in an amount greater than agreed to in the purchase order, BUYER reserves the right to return, with shipping charges to be reimbursed by SELLER, or to store at SELLER's expense all such quantities received in excess of the quantities called for in the PURCHASE ORDER. Alternatively, BUYER may provide written notification to SELLER that it shall accept the over shipment and pay for the excess quantity.

**8. SHIPPING TERMS:** Unless specified otherwise on the face of the PURCHASE ORDER, the FOB point is BUYER'S location. SELLER bears all risk of loss or damage to the GOODS and title passes to BUYER upon delivery of the GOODS to BUYER's location.

**9. WARRANTY:** SELLER expressly warrants, in addition to all warranties which may be implied by law, that all GOODS covered by this order shall conform to the specifications, drawings, samples or other description upon which this order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. To the extent that GOODS are not manufactured or supplied pursuant to detailed designs furnished by BUYER, SELLER also warrants that such GOODS will be free from defect in design. Inspection, test, acceptance or use of the GOODS furnished hereunder shall not affect SELLER's obligation under this warranty, and such warranty shall survive inspection, test, acceptance and use. This warranty shall run to BUYER, its successors, assigns, customers and the users of its products. SELLER agrees to replace or correct defects in any GOODS not conforming to the foregoing warranty promptly, without expense to BUYER, when notified of such non-conformity by BUYER. In the event of failure by SELLER to correct defects in or replace non-conforming GOODS promptly, BUYER, after reasonable notice to SELLER, may make such corrections or replace such GOODS and charge SELLER for costs incurred by BUYER thereby. Nothing herein shall limit BUYER's right to be reimbursed for any and all damages resulting from any breach of this warranty, including, without limitation, consequential and indirect costs of any nature.

**10. PRICE:** SELLER warrants that the prices charged to BUYER for the GOODS furnished pursuant to the PURCHASE ORDER, which shall not be higher than shown on the PURCHASE ORDER, are no higher than prices

charged on orders for comparable GOODS placed by others for similar quantities of GOODS on similar conditions subsequent to the last general announced price change. In the event SELLER breaches this warranty the prices of the GOODS shall be reduced accordingly and retroactively to the date of such breach. If at any time during the term of the PURCHASE ORDER BUYER is able to secure a specific amount of any GOODS herein specified of equal quality from another party at a lower price than that herein stated, and if, after notice in writing, SELLER is unwilling or unable to meet such lower price, BUYER shall have the right of purchasing such specific amount and applying it against the PURCHASE ORDER. SELLER agrees that any price reduction in the GOODS subsequent to placement of this order, but prior to shipment, will be applicable to this order. Unless otherwise specified on the PURCHASE ORDER, the contract price includes all applicable federal, state and local taxes and any duties or other charges applicable to the GOODS.

**11. INSPECTION:**

- a. SELLER shall be responsible for ensuring that all inspections and testing for the GOODS are properly and adequately performed.
- b. SELLER shall ensure that BUYER or any third party appointed by him has the opportunity to inspect and witness any testing of the GOODS at any time at SELLER's workplace or any other places where such GOODS may be.
- c. Such inspection or testing including the witnessing thereof shall not relieve SELLER from any of its responsibilities and liabilities under the Purchase Order nor shall it restrict BUYER's right to inspect the GOODS upon delivery.
- d. The GOODS will be subject to a final inspection and acceptance or rejection upon arrival at their destination and/or completion of the installation as specified in the Purchase Order.

**12. INVOICE AND PAYMENT:** For each shipment of goods, SELLER shall submit one original invoice marked "Original" to the BUYER'S Accounts Payable department to the appropriate "Bill To" address identified on the PURCHASE ORDER. Taxes and freight, if any, must be separately itemized. The Purchase Order Number, Line Item Numbers, SKUs and/or Line Item Descriptions, Quantities, Unit Prices, Extended Line Item Prices, and the Total Price must appear on all invoices. Determination of payment date, whether under net or discount terms, will be based on the latest of (i) the date the GOODS are received, (ii) the date provided in this Purchase Order for the receipt of GOODS, or (iii) the date an accurate invoice is received in the Accounts Payable Department. Payment will be deemed to have been made when deposited in the mail.

**13. INSURANCE:** SELLER shall, at SELLER's expense, obtain and keep in force during the term of the PURCHASE ORDER, a policy of 1) Comprehensive Public Liability Insurance (including comprehensive General Liability Supplement Insurance) insuring BUYER, SELLER and any other party requesting or required to be added to such policy or policies as an additional insured (as their interests may appear) against any and all liability arising out of or in any way connected to the sale of goods or services performed for BUYER. Such insurance shall be in an amount of not less than \$3,000,000.00 combined single limit for property damage, independent contractors, contractual liability, product and completed operations, bodily injury and personal and advertising injury with a deductible not to exceed \$1,000.00; 2) Workers Compensation Insurance (or similar insurance) in an amount not less than the statutory limits of the applicable workers compensation laws or other similar federal or state laws. The SELLER not being required to carry workers compensation insurance under the aforementioned laws shall not excuse SELLER's obligation herein; and 3) Employer's Liability Insurance in an amount not less than \$500,000.00 per occurrence, combined single limit, for bodily injury or disease. SELLER shall have the right to insure and maintain insurance coverages set forth in this paragraph 13 using any combination of primary and excess coverage and under blanket (or umbrella) insurance policies so long as such coverages comply with the terms and amounts required in this paragraph 13. If a general aggregate limit applies, either the general aggregate limit shall apply, or the general aggregate limit shall be twice the required per occurrence, combined single limit.

**14. COMPLIANCE WITH LAW:** SELLER shall meet the requirements of all federal, state and local laws, ordinances, directives, administrative orders, rules, regulations, and permits applicable to the GOODS. SELLER shall likewise comply with all employee related laws, including but not limited to OSHA, and shall provide safeguards and protective devices and take any other actions necessary or appropriate to protect the health and safety of its employees, BUYER, its related entities and their employees and guests as well as the general public.

**15. INDEMNIFICATION AND HOLD HARMLESS:** SELLER shall indemnify, defend and hold BUYER and its related entities and respective officers and employees (the "Indemnified Parties") free and harmless of, from and against 1) any and all third party claims, demands, damages, liabilities, losses, costs, expenses, liens, suits or judgments (hereinafter "Third-Party Claim(s)") caused by or arising out of or related to SELLER's sale of goods to BUYER; and/or 2) any and all SELLER or SELLER employee, agent or sub-contractor injuries, claims, demands, damages, liabilities, losses, costs, expenses, liens, suits or judgments (hereinafter "SELLER Claim(s)") caused by or arising out of or related to SELLER's employee(s), agent(s) or sub-contractor(s) sale of goods to BUYER (Third Party Claims and SELLER Claims may also be referred to as a "Claim"). In the event a Claim is made against or incurred by BUYER, BUYER shall have the right and option to undertake and control the defense of such Claim with counsel of its choice. Such election by BUYER to undertake and control the defense of Claim(s) shall not relieve SELLER of its obligation to indemnify and hold harmless the Indemnified Parties. All reasonable costs and expenses incurred by BUYER in protecting its interests against Claim(s) referred to in this paragraph, including, but not limited to, court costs, attorneys' fees, paralegals' fees, professional and expert fees in all proceedings and at all levels, shall be borne by SELLER.

**16. GOVERNING LAW AND VENUE:** The internal laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Any disputes between the Parties shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. SELLER irrevocably agrees that the state or federal courts of Florida shall have exclusive jurisdiction for hearing and determining any suit, action or proceedings and/or to settle any disputes arising out of or in any way relating to these Terms and Conditions or their validity or the relationship of the Parties ("Proceedings") and for enforcement of any judgment against SELLER. Notwithstanding, nothing in this paragraph shall (or shall be construed to) limit the right of BUYER to bring Proceedings against SELLER in any other court of competent jurisdiction nor shall the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

**17. LITIGATION:** In connection with any litigation arising out of the transaction or relationship of the parties evidenced by this Purchase Order, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs, including without limitation fees and costs incurred upon the appeal of any lower court decision and in any bankruptcy or reorganization proceeding.

**FOR THE PERFORMANCE OF SERVICES:**

**THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY BETWEEN HOLIDAY INN CLUB VACATIONS INCORPORATED OR ANY OF ITS RELATED OR AFFILIATED ENTITIES, AS MAY BE APPLICABLE ("Holiday Inn Club Vacations") AND EACH VENDOR PERFORMING SERVICES ("VENDOR") ("AGREEMENT"), UNLESS A PRIOR CONTRACTUAL AGREEMENT HAS BEEN ESTABLISHED BETWEEN Holiday Inn Club Vacations AND VENDOR.**

**PURCHASE ORDER** shall mean the contract for performance of services and any addendums thereto attached to this Agreement.

**1. MATERIALS, LABOR, SUPPLIES AND EQUIPMENT:** Vendor shall provide at its own cost and expense, all labor, supervision, equipment, transportation, supplies, materials, tools, and other items necessary or appropriate in connection with the services provided by Vendor. Vendor will use only governmental and industry registered materials and supplies which are deemed safe and are commonly accepted in its industry.

**2. ACCEPTANCE:** This constitutes an offer for services by Vendor to Holiday Inn Club Vacations upon the Agreement stated herein and will become a binding contract upon acceptance either by acknowledgement by Holiday Inn Club Vacations or performance in whole or in part by Vendor. No additional or different terms contained in any invoice, quote, proposal, sales order, or other document supplied by Vendor will be binding on Holiday Inn Club Vacations, and Holiday Inn Club Vacations expressly rejects such additional or different terms. This PURCHASE ORDER used for services may be amended only by a writing signed by Vendor.

**3. UTILIZATION OF SERVICE AREAS:** Vendor shall use facilities and service areas located on Holiday Inn Club Vacations's premises only in connection with services agreed upon between the parties.

**4. FEES, PERMITS AND LICENSES:** Vendor, at its own cost and expense, shall obtain and maintain all governmental licenses, permits, inspections and registrations that may be required for the proper and lawful conduct of Vendor's business. Vendor shall furnish Holiday Inn Club Vacations with all licenses and permits upon request. Vendor shall not do or permit to be done any act or thing which might subject Holiday Inn Club Vacations to any liability or responsibility for injury to any person or property at Holiday Inn Club Vacations. Vendor shall not create or maintain any nuisance at Holiday Inn Club Vacations and shall not do any act tending to injure Holiday Inn Club Vacations, its property, guests, invitees or the general public.

**5. RELATIONSHIP OF PARTIES:** It is understood and agreed that Vendor in performing its services described in this Agreement shall always be considered and in every manner an independent contractor with Holiday Inn Club Vacations. Nothing in this Agreement, expressed or implied, is intended or shall be construed to create a joint venture, partnership or other business relationship between the parties other than the contractual terms contained in this Agreement. Neither party hereto shall have the power or authority to bind the other.

Furthermore, nothing contained herein shall be construed to confer upon any persons, including, but not limited to, employees, agents or independent contractors of Vendor, other than the parties hereto, any rights under or by reason of this Agreement.

Vendor acknowledges that Vendor is responsible for all withholding, social security, self-employment, workers' compensation, unemployment compensation and all other employment taxes generally paid by an employer or an employee. Vendor will not be treated by Holiday Inn Club Vacations as an employee for any purpose, including federal tax purposes.

All persons employed or engaged as employees or otherwise by Vendor in performance of the services under this Agreement shall remain solely in the employ or service of Vendor, and shall for all purposes be considered the employees, agents or independent contractors of Vendor. Vendor shall assume all and every responsibility for such employees, agents or independent contractors including but not limited to workers' compensation coverage, if required, liability insurance, federal withholding, FICA and all other federal, state and local taxes. Holiday Inn Club Vacations shall in no manner and for no purpose whatsoever be responsible for any benefits, taxes or other conditions of employment or service for Vendor or any persons working for Vendor. Vendor will provide acceptable evidence to Holiday Inn Club Vacations that all persons employed or used by Vendor are properly and adequately insured and does hereby indemnify and hold Holiday Inn Club Vacations harmless from and against any and all cost, fees, fines, damages, judgments, taxes and the like associated in any way with Vendor, Vendor's employees, agents or independent contractors or any other persons engaged in any manner or capacity by Vendor to fulfill Vendor's obligations under this Agreement.

**6. INSURANCE:** Vendor shall, at Vendor's expense, obtain and keep in force during the term of this Agreement, a policy of 1) Comprehensive Public Liability Insurance (including comprehensive General Liability Supplement Insurance) insuring Holiday Inn Club Vacations, Vendor and any other party requesting or required to be added to such policy or policies as an additional insured (as their interests may appear) against any and all liability arising out of or in any way connected to the services, work or activities performed at or for Holiday Inn Club Vacations. Such insurance shall be in an amount of not less than \$3,000,000.00 combined single limit for property damage, independent contractors, contractual liability, product and completed operations, bodily injury and personal and advertising injury with a deductible not to exceed \$1,000.00; 2) Workers Compensation Insurance (or similar insurance) in an amount not less than the statutory limits of the applicable workers compensation laws or other similar federal or state laws. The Vendor not being required to carry workers compensation insurance under the aforementioned laws shall not excuse Vendor's obligation herein; and 3) Employer's Liability Insurance in an amount not less than \$500,000.00 per occurrence, combined single limit, for bodily injury or disease. Vendor shall have the right to insure and maintain insurance coverages set forth in this paragraph 6 using any combination of primary and excess coverage and under blanket (or umbrella) insurance policies so long as such coverages comply with the terms and amounts required in this paragraph 6. If a general aggregate limit applies, either the general aggregate limit shall apply, or the general aggregate limit shall be twice the required per occurrence, combined single limit.

**7. INDEMNIFICATION AND HOLD HARMLESS:** Vendor shall indemnify, defend and hold Holiday Inn Club Vacations and its related entities and respective officers and employees (the "Indemnified Parties") free and harmless of, from and against 1) any and all third party claims, demands, damages, liabilities, losses, costs, expenses, liens, suits or judgments (hereinafter "Third-Party Claim(s)") caused by or arising out of or related to Vendor's performance or non-performance of services on or off Holiday Inn Club Vacations property; and/or 2) any and all Vendor or Vendor employee, agent or sub-contractor injuries, claims, demands, damages, liabilities, losses, costs, expenses, liens, suits or judgments (hereinafter "Vendor Claim(s)") caused by or arising out of or related to Vendor's employee(s), agent(s) or sub-Vendor(s) performance of services on or off Holiday Inn Club Vacations property (Third Party Claims and Vendor Claims may also be referred to as a "Claim"). In the event a Claim is made against or incurred by Holiday Inn Club Vacations, Holiday Inn Club Vacations shall have the right and option to undertake and control the defense of such Claim with counsel of its choice. Such election by Holiday Inn Club Vacations to undertake and control the defense of Claim(s) shall not relieve Vendor of its obligation to indemnify and hold harmless the Indemnified Parties. All reasonable costs and expenses incurred by Holiday Inn Club Vacations in protecting its interests against Claim(s) referred to in this paragraph, including, but not limited to, court costs, attorneys' fees, paralegals' fees, professional and expert fees in all proceedings and at all levels, shall be borne by Vendor.

**8. WARRANTY:** Vendor warrants and represents that any services provided by Vendor, as well as all labor, will be free of all defects. Vendor will provide services in accordance with their intended purposes for one (1) year after the completion of the services, or longer if it is Vendor's policy to warranty for longer than one (1) year. Vendor agrees to replace, repair or otherwise resolve any product related to services, or labor issue, as detailed by Holiday Inn Club Vacations and communicated to Vendor within a reasonable amount of time.

**9. EMPLOYEES OF VENDOR TO BE SATISFACTORY:** Vendor shall provide adequate personnel to permit the safe, adequate and timely performance of the services. All Vendors' employees, agents and independent contractors shall be trained and supervised in accordance with accepted industry practices and shall conform to the reasonable rules and regulations established from time to time by Holiday Inn Club Vacations. Holiday Inn Club Vacations has the sole and absolute right (without reason or prior notice), to remove any of Vendor's employees, independent contractors or agents from Holiday Inn Club Vacations property at any time and to prohibit any of Vendor's employees, independent contractors or agents from entering onto Holiday Inn Club Vacations property.

**10. GOVERNING LAW AND VENUE:** The internal laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Any disputes between the Parties shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. Vendor irrevocably agrees that the state or federal courts of Florida shall have exclusive jurisdiction for hearing and determining any suit, action or proceedings and/or to settle any disputes arising out of or in any way relating to this Agreement or its formation or validity or the relationship of the Parties ("Proceedings") and for enforcement of any judgment against Vendor. Notwithstanding, nothing in this paragraph shall (or shall be construed to) limit the right of Operator to bring Proceedings against Vendor in any other court of competent jurisdiction nor shall the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

**11. LIENS:** Vendor shall pay when due all bills incurred by Vendor in connection with the services, including without limitation all bills for labor, services, equipment, taxes and materials. If any lien is recorded against Holiday Inn Club Vacations in connection with Vendor's services, Vendor shall notify Holiday Inn Club Vacations and cause such lien to be discharged or transferred to other security within (30) days after notice thereof is received by Vendor. In the event Vendor shall fail to discharge or transfer to other security any such lien within said thirty (30) day period, Holiday Inn Club Vacations shall be entitled to discharge or transfer the lien and reasonable costs and attorneys' fees incurred by Holiday Inn Club Vacations in doing so shall be reimbursed by Vendor, upon Holiday Inn Club Vacations's demand, together with interest thereon at the maximum rate allowed by law from the date of disbursement to the date of reimbursement.

**12. AUTHORITY:** The person executing this Agreement on behalf of each of the parties hereby warrants that he is duly authorized to execute this Agreement on behalf of such party.

**13. COMPLIANCE WITH LAW:** Vendor shall meet the requirement of all federal, state and local laws, ordinances, directives, administrative order, rules, regulation, and permits applicable to the services. Vendor shall likewise comply with all employee related laws, including but not limited to OSHA, and shall provide safeguards and protective devices and take any other actions necessary or appropriate to protect the health and safety of its employees, Holiday Inn Club Vacations, its employees and guests as well as the general public.

**14. LITIGATION:** In connection with any litigation arising out of the transaction or the relationship of the parties evidenced by this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred in all proceedings and at all levels and in any bankruptcy or reorganization proceeding.

**15. COMPENSATION:** Vendor shall submit to Holiday Inn Club Vacations upon completion of the services for compensation due on such services performed by Vendor. Upon receipt of each invoice, Holiday Inn Club Vacations shall inspect the services rendered. If the services have been properly rendered to Holiday Inn Club Vacations's satisfaction in accordance with this Agreement, then Holiday Inn Club Vacations will approve the invoice in writing and remit payment to Vendor. If the services have not been rendered to Holiday Inn Club Vacations's satisfaction in accordance with this Agreement, Holiday Inn Club Vacations will provide Vendor with a written request detailing the corrective actions necessary. Upon receipt of an invoice, Holiday Inn Club Vacations, shall, within ten (10) days, either approve the invoice or request corrective action. Upon approval of an invoice, Holiday Inn Club Vacations shall remit payment to Vendor within thirty (30) days of such approval.