



PROPOSAL

200097-04
 Date: 09/10/2021
 Expires: 10/10/2021
 Drawing Numbers: 200097-03

Project: AIMS K-12 College Prep School District **Client:** AIMS K-12 College Prep School District
 171 12th St 171 12th St
 Oakland, CA 94607 Oakland, CA 94607

Contact: Tiffany Tung 510 893 8701 tiffany.tung@aimsk12.org

subject to discovery in any arbitration or court action, pursuant to Evidence Code Section 1152.5. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then in the discretion of the arbitration(s) or judge, that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such arbitration or court action. Any dispute or claim in law or in equity arising out of or relating to this order, which is not settled through a mediation, shall be decided by neutral, binding arbitration and not by court action, except as provided by CA law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of either the American Arbitration Assoc. construction industry rules, or Judicial Arbitration and Mediations Services, Inc./Endispute (J.A.M.S./Endispute). The claimant first filing for arbitration shall make the selection between A.A.A. and J.A.M.S./Endispute rules. The parties to arbitration may agree in writing to use different rules and/or arbitrator(s). In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the CA Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. Should either Seller or Buyer employ an attorney to institute arbitration and/or litigation to enforce any of the provisions hereof, to protect its interests in any manner arising under this order or to collect damages for the breach of this order, the prevailing party shall be entitled to recover reasonable attorneys fees, costs, charges and expenses, including consultants and/or expert witness fees, expended or incurred therein.

15) Inspection: Buyer shall inspect the Display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days of installation, the Display shall be deemed in all respects approved and satisfactory to Buyer.

16) Delivery and Performance: Seller shall commence the construction of Display and prosecute the work thereon with due diligence until the completion. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control. Completion of the Display, ready for installation, shall be deemed equivalent of actual installation in the event that Seller shall be prevented from making the installation by reason of failure or neglect of Buyer to prepare the premises for such installation, as herein provided, or other default on the part of Buyer. Buyer will provide reasonable access to area behind Display, if required to complete installation of it.

17) Designs & Drawings: Customer acknowledges that Golden Gate Sign Company's designs and drawings are original unpublished drawings prepared for customer in a sign program designed exclusively for customer's business. The designs and drawings are the exclusive property of Golden Gate Sign Company and are not to be shown to anyone outside of customer's organization, nor to be reproduced, copied or exhibited in any fashion. Customer specifically agrees that Golden Gate Sign Co. will be entitled to injunctive relief (in addition to all other legal remedies) in a court of competent jurisdiction, for any violation of these terms.

18) Price: is based on simultaneous fabrication and installation of all signage proposed in this agreement.

I/we: herewith order said Display in accordance with the above terms and conditions.

Salesperson: Erik Karlsrud

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____