



Rev. #: 0
 Rev. Date: 4/17/2020
 Temp Ver: 5.6.4

Czarnowski Orlando
 10850 Lee Vista Blvd., Suite 108
 Orlando, FL 32829
 Ph: 407-438-6406 / Fax: 407-856-9838

Job Number: **136298.002**
 Original Est Date: **4/9/2020**
 Account Director: **Mark Cooper**
 Account Manager: **Lauren Mulder**

ESTIMATE PROPOSAL

CUSTOMER INFORMATION:

PROJECT INFORMATION:

Client: Visit Orlando

Project: IMEX 2020-- Booth #3

Contact: **Gayanne Gromm**
 Address: **6277 Sea Harbor Drive, Suite 400**
 City/State: **Orlando, FL**

Venue/City: **Sands Expo**
 Show Start: **9/15/2020**
 Ship Date: **TBD**

Type	Item	Qty.	Unit Cost	Total
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Czarnowski Production Services

OE	Czarnowski Creative Design Czarnowski Creative Services, Concept Design and Renderings as required through project completion.	1	\$ 3,700.00	\$ 3,700.00
OE	Czarnowski Account / Project Management Czarnowski Account Management and Project Management services throughout the design, manufacturing and installation phases of the project.	1	\$ 2,970.76	\$ 2,970.76
OE	Czarnowski Detailing Services Czarnowski CAD and Engineering services throughout all phases of the project to include control drawings, manufacturing drawings, structural drawings and assembly / installation drawings as required through project completion.	1	\$ 1,828.16	\$ 1,828.16
OE	Las Vegas Warehouse Pull & Prep Remove the properties required for IMEX from Las Vegas storage & remove from database. Stage for pick up.	1	\$ 4,003.59	\$ 4,003.59
OE	Handling Based on 16.95 per CWT - 9,500 lbs both out & in.	1	\$ 3,220.50	\$ 3,220.50
OE	Labor to Receive Returning Properties Receive in the returning properties, inspect for any damages & if any exist prepare damage report with photos. Check in items to database & return to designated storage area.	1	\$ 2,295.84	\$ 2,295.84
OE	New Graphic - Above booth structure Produce one (1) 8'6" high x 18'7" engineered fabric graphic to be used with existing white back graphic.	1	\$ 2,606.36	\$ 2,606.36

Czarnowski Production Services - Sub Total			\$ 20,625.21	\$ 20,625.21
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Direct Czarnowski Services

OE	Installation & Dismantle Labor	1	\$ 13,798.72	\$ 13,798.72
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Hours



Date	Activity	Lead	Crew	ST	OT	DT	ST Rate	OT Rate	DT Rate	Sub Total
9/12/2020	Install	1	3	0	8	0	\$106.16	\$169.16	\$0.00	\$5,413.12
9/13/2020	Install	0	0	0	0	0	\$106.16	\$169.16	\$0.00	\$0.00
9/14/2020	Install	1	2	8	0	0	\$106.16	\$169.16	\$0.00	\$2,547.84
9/15/2020	Show	1	0	4	0	0	\$106.16	\$169.16	\$0.00	\$424.64
9/18/2020	Dismantle	1	3	0	8	0	\$106.16	\$169.16	\$0.00	\$5,413.12
Total Hours				28	64	0				\$13,798.72

OE	I&D Materials	1	\$	540.96	\$	540.96
	Visqueen, tape, etc.					
OE	I&D Travel & Expenses	1	\$	2,500.00	\$	2,500.00
	This includes air fare, hotel, transportation, per diem.					

Direct Czarnowski Services - Sub Total	\$	16,839.68	\$	16,839.68
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Show Site / Third Party Services

****Paid with VO supplied credit card. Freight & carpet will be paid by CZ. All costs are budgetary, actual will b**

OE	Transportation	1	\$	2,160.00	\$	2,160.00
	Pick up CZ Las Vegas - Deliver to Sands Expo - pick up & deliver back to CZ Las Vegas.					
OE	Drayage - Exhibit to Advance Warehouse	1	\$	10,502.25	\$	10,502.25
	This includes shipping the booth properties to advance warehouse & is based off of 9500 lbs. <i>This is an estimate only based on 2019's kit & is based off of placing the order on client's provided card.</i>					
OE	A/V Rental Equipment	1	\$	-	\$	-
	Gayanne to place order with John at TRS. I can place it as well, just let me know.					
OE	Floor Electrical Service	1	\$	1,066.00	\$	1,066.00
	This includes (1) 5 AMP, (4) 10 AMPS, & (1) 20 AMPS. <i>This is an estimate only based on 2019's kit & is based off of placing the order on client's provided card.</i>					
OE	Floor Electrical Labor	1	\$	1,810.00	\$	1,810.00
	This includes the labor needed for all the electrical. <i>This is an estimate only based on 2019's kit & is based off of placing the order on client's provided card.</i>					
OE	Carpet & Padding	1	\$	3,600.00	\$	3,600.00
	This includes 32 x 50 white carpet with extra thick padding.					
OE	Lead Retrieval	1	\$	450.00	\$	450.00
	This includes (1) basic unit. <i>This is an estimate only based on 2019's kit & is based off of placing the order on client's provided card.</i>					
OE	Cleaning / Porter	1	\$	2,445.00	\$	2,445.00
	This includes daily vacuuming & periodic porter service. <i>This is an estimate only based on 2019's kit & is based off of placing the order on client's provided card.</i>					

Show Site / Third Party Services - Sub Total	\$	22,033.25	\$	22,033.25
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PROJECT FABRICATION ESTIMATE SUBTOTAL	\$	20,625.21
State Tax (The above prices are subject to Applicable local and state taxes)	ESTIMATE ONLY	\$ 1,340.64



PROJECT FABRICATION ESTIMATE TOTAL

\$ 21,965.84

PROJECT SERVICES ESTIMATE SUBTOTAL

\$ 38,872.93

State Tax (The above prices are subject to Applicable local and state taxes)

ESTIMATE ONLY

\$ 2,526.74

PROJECT SERVICES ESTIMATE TOTAL

\$ 41,399.67

TOTAL PROJECT ESTIMATE

\$ 63,365.51

Proposal Expires - Last Day to Order Date
7/27/2020

Payment Schedule is as follows: Due Date
8/28/2020

Amount

50% payment required with project approval. \$ 31,682.76

Balance due (net 30 from date of final invoice)

Deposit invoices are due upon receipt. All deposits and final payments should be submitted to:

Czarnowski Display Service, Inc.
6067 Eagle Way
Chicago, IL 60678-1060

Terms and Conditions

- Agreement.** Upon the earlier of Customer's execution of the above purchase order (regardless of whether labeled "Purchase Order" or "Estimate" or given any other similar designation) or Czarnowski's initiation of the Services (the "Effective Date"), these Terms and Conditions shall be deemed a part of and incorporated into the purchase order and together these documents shall constitute a binding agreement between Customer and Czarnowski referred to herein as the "Purchase Order." In the event Customer and Czarnowski are bound by a master services agreement, the terms of which govern this Purchase Order, the terms of the master services agreement shall supersede any inconsistent terms herein, except that the pricing terms in Paragraph 3 below take precedence over any inconsistent pricing terms in the master services agreement. Any amendment to this Purchase Order must be in a writing signed by both parties.
- Services and Deliverables.** "Services" refers to the services set forth on the Purchase Order, including, without limitation, any and all production services (the "Production Services"), direct services (the "Direct Services"), third-party services (the "Third-Party Services"), and any corresponding Deliverable(s). "Deliverable" refers to any physically built or creative material fixed in tangible form which Czarnowski develops for Customer as part of the Services. Customer shall supply Czarnowski with all graphics and logos necessary for the Services. All dimensions set forth in the Purchase Order are approximate in nature. No material changes to the Services may be required by Customer unless both parties have prepared and executed a change order.



- 3 **Pricing.** The purchase price set forth on the Purchase Order is based upon Czarnowski's charges for the Production Services, the Direct Services, and the Third-Party Services. The charges identified under the Production Services are a fixed price. The charges identified under the Direct Services are an estimate based upon Czarnowski's standard hourly rates and the expected amount of installation and dismantle time to complete the Services; the final amount due and owing for the Direct Services will be based upon Czarnowski's standard hourly rates multiplied by the actual hours spent by Czarnowski performing installation and dismantle services in order to complete the Services. The charges identified for the Third-Party Services is an estimate based upon the expected costs to and charges by Czarnowski in engaging third-parties to complete Services; the final amount due and owing for the Third-Party Services will be based upon the actual costs to and charges by Czarnowski in engaging third-parties to complete Services. The "Total Purchase Price" consists of the charges for the Production Services, the Direct Services and the Third-Party Services. Customer shall be responsible for and shall pay any and all state and local sales tax, use tax, rental tax, lease tax or their equivalent in connection with the Services.
- 4 **Payment Schedule.** Customer agrees to pay Czarnowski the Total Purchase Price as follows: (a) 50% of the purchase price set forth on the Purchase Order on or before the Effective Date; and (b) following completion of the Services, Czarnowski shall invoice Customer for the remaining balance of the Total Purchase Price, and this invoice shall be paid by Customer within thirty (30) days of receipt. In the event of a late payment, Czarnowski may charge Customer interest at a rate of 1.5% per month.
- 5 **Delivery and Acceptance.** Czarnowski shall deliver all Deliverables FOB at the Czarnowski facility identified on the Purchase Order. Czarnowski shall not be liable for any delay in delivery that is not caused by the gross negligence or willful misconduct of Czarnowski. Customer will have seven (7) calendar days from receipt of a Deliverable to notify Czarnowski in writing that it rejects a Deliverable (in whole or in part) and the specific reasons for the rejection. If Customer fails to reject a Deliverable within this timeframe, Customer shall be deemed to have accepted the Deliverable. If Customer timely notifies Czarnowski of any rejection, Czarnowski shall have thirty (30) days to cure and/or redeliver the Deliverable or any part thereof.
- 6 **Return of Rentals.** Except as otherwise set forth on the Purchase Order, all rental items shall be shipped back to the Czarnowski facility identified on the Purchase Order upon completion of the final show or event for which the items were provided (the "Return Date"). In the event Customer returns or otherwise abandons the rental items prior to the Return Date, Customer shall remain responsible for the Total Purchase Price. Customer shall pay Czarnowski for any costs or expenses associated with the repair of damage to any rental items, other than normal "wear and tear."
- 7 **Term and Termination.** Either party may immediately terminate this Purchase Order by providing written notice to the other in the event: (a) the other party breaches any material term of this Purchase Order, and the breaching party fails to cure the breach within thirty (30) days of its receipt of written notice of breach from the non-breaching party; or (b) the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors. In the event of the expiration or termination of this Purchase Order, and in addition to any other Customer obligations which survive termination of this Purchase Order, Customer shall pay Czarnowski the following: (i) any fees and payments owed for Services performed as of the effective date of the termination; and (ii) any and all amounts due for third party non-cancellable contracts entered into by Czarnowski for the performance of the Services.
- 8 **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its affiliates and its and their respective officers, directors and employees (the "Indemnitees") from and against any and all claims, damages, liabilities, settlements and related costs (including reasonable attorneys' fees) arising from or related to: (a) the Indemnifying Party's breach of any obligation under this Purchase Order; and/or (b) any claim by any third party arising from the negligence or willful misconduct of the Indemnifying Party or its employees, agents or subcontractors.
- 9 **DISCLAIMER OF WARRANTIES.** CZARNOWSKI GIVES NO WARRANTIES EXCEPT THOSE EXPRESSLY CONTAINED HEREIN AND FURTHER DISCLAIMS ALL OTHER WARRANTIES IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10 **Ownership of Designs.** No ownership rights in the Deliverables or any information, drawings, designs or other documentation prepared or provided by Czarnowski in connection with the Services shall vest in Customer unless and until the completion of the Services and Customer's payment of the Total Purchase Price. Customer acknowledges and agrees that Customer shall not, without the prior consent of Czarnowski, use, reproduce, or disclose to any third party any drawings or designs, in whole or in part, that are prepared or provided by Czarnowski in connection with the Services unless and until the completion of the Services and Customer's payment of the Total Purchase Price. This Paragraph does not, and shall not be construed to, create any ownership rights of Customer in any rental items.
- 11 **LIMITATION OF LIABILITY.** CZARNOWSKI'S AGGREGATE LIABILITY UNDER THIS PURCHASE ORDER, WHETHER BASED ON CONTRACT OR TORT, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CZARNOWSKI PURSUANT PARAGRAPH 4 OF THIS PURCHASE ORDER. ADDITIONALLY, IN NO EVENT WILL CZARNOWSKI BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUE, WHETHER ANY CLAIM IS BASED ON EITHER CONTRACT AND/ OR TORT.



12 **Governing Law and Venue.** This Purchase Order shall be construed in accordance with, and all disputes hereunder will be governed by, the laws of the state of Illinois, without reference to conflict of laws principles. Any action, suit, or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Purchase Order shall be commenced only in a state (or, if appropriate, federal) court located in Cook County, Illinois, and each party consents to the jurisdiction of such court.

13 **Survival.** The parties' respective obligations under this Purchase Order that would reasonably be expected to survive the expiration or termination of this Purchase Order, for any reason, will survive.

Approved by: _____ Date: _____