

## Design Package Proposal

July 29, 2016



### YOUR PROJECT:

# City of El Lago

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CUSTOMER

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SYSTEM DESIGNER

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**Bay Brook**

STORE INFORMATION

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## Overview / Project Goals

The vision for this project is to take the City Center Media Space and make the functionality easy to handle for any age. The goal is to use some of the existing equipment and infrastructure, but find a way to simply control the system. Secondly, to implement a revolving availability to support the system. Magnolia Audio Video is a company that has been in business for over 60 years, and there's an expectation that goes along with having a system that Magnolia touches. Best Buy owns and backs Magnolia to ensure that our clients understand we are a company you can count on contacting for support years after the completion of the installation.

### Installation Information

**Date**

N/A

**Address**

N/A

### Pricing

Standalone

\$11,439.00

**Grand Total** (without tax):

\$11,439.00

*All proposal grand totals are +/- 10% without tax included*

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## System: Standalone

Pricing \$11,439.00

We want to simplify this system, and the easiest way to do that is by separating the Video Components from the Microphone and DJ systems. You will have a wall-mounted iPad to operate the system, with an easy to use user interface to control the system. The Cable Box, DVD Player, and Apple TV will operate on its own system, with its own set of speakers. The speaker system will not be MONO like the current system is.

The DJ connections and Microphone connects will continue to work manually as they currently do. This is due to the limitations of the mixing boards.

The AV system speakers will have their own pre-amplifier and power amplifier to prevent them from being under powered. Near wires will need to be run from the media closet to accommodate the new speakers. They will be flush-mounted speakers that will look like small 8" round speakers in the ceiling tiles.

The projector screen will continue to be controlled manually by the wall-switch, but the projector and all video sources connected to it will be controlled by the universal remote system. The iPad can be used, as well as a small hand-held rechargeable remote control.

Products to be used in the project:

- Marantz MM8077 amplifier
- Marantz SR5011 pre-amplifier
- (7) Sonance CM860 in ceiling speakers
- Oppo BDP103 bluray disc player
- Control 4 system powered by an EA5 series processor
- iPort Wallstation with iPad Air Charging Case
- Apple TV second generation
- Connection cabling for analog and HDMI connections
- Installation and programming of the system
- 90 day labor warranty

Magnolia will also be rolling out a new program in August called Magnolia Care. Magnolia Care is a new yearly renewable subscription for system maintenance, support, and on site troubleshooting. Pricing will be released at

launch and can be added to an existing system. Magnolia Care requires 30 day, 90 day, 6 month, and 1 year visits to verify the health of the system. The program will also have a product available that will send constant updates to Magnolia Service Technicians who will be notified of a problem before the user detects it. Remote-support will also be capable for this service. More details to come in August.



Rooms

## About Magnolia

# Inspirational Showrooms. Elite Audio, Video and Home Automation Brands. Exceptional Personalized Service.

For over 60 years Magnolia has been dedicated to one thing, 100% customer satisfaction, offering premium audio, video and home automation products to connoisseurs who demand nothing but the best.

At Magnolia, our dedication to every customer isn't just a saying, it's a way of life, and something we take very seriously. That dedication starts and ends with one thing - customer service. While we offer an amazing array of products, we ultimately know that your satisfaction is determined by a much higher standard. That's why we employ dedicated System Designers, Installers, Engineers and Project Managers that provide planning, design and installation of home electronics projects that follow our simple design philosophies of reliability, ease of use, and value. And as your project turns from a dream on paper into a reality in your home, you can be assured that every Magnolia employee is dedicated to exceeding your every expectation.

Magnolia offers some of the finest audio and video gear in the industry, including products for home cinemas, home automation, outdoor living and much more. Our brands read like a who's who in the home electronics industry, with names that include McIntosh, Sonus faber, Bowers & Wilkins, Martin Logan, Savant and Control4. And with our interactive family rooms and dedicated demo rooms, you'll be able to experience these products in our showrooms, just like you would at home.

As a wholly owned subsidiary of Best Buy, Magnolia is backed by one of the strongest names in the home electronics industry. With Best Buy's strength and Magnolia's commitment to customer service, we will ensure you get the best brands and an installation and Design team that will be with you every step of the way.

Thank you for considering Magnolia for your next home entertainment project. We look forward to offering you the finest in services and support, from inspiration to installation and well into the future.

YOUR SYSTEM DESIGNER  
DESIGNER, SYSTEM

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Brands considered for your project:



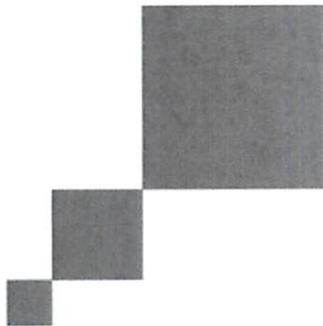
Control4 is one of the most simple control systems on the market, winning many awards for its ease of use and intuitive menu. This is why they are used in over 80 countries. A Control4 Smart Home coordinates the technology in your life into complete, brilliant experiences—interactions that fit your lifestyle. With one touch, dim the lights, play music, turn up the heat, lock the doors and arm the security system. Or, have your house respond to your schedule and needs without touching anything at all!

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From humble beginnings in a basement in the early 1950s, Marantz has gone on to make some of the most iconic and respected products in the history of the audio industry. Marantz is committed to delivering the highest levels of audio performance coupled with exceptional reliability. They feel that nothing – absolutely nothing – should get in the way of reproducing music exactly the way the artist intended. That's why their single philosophy is: "Because Music Matters."

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**SONANCE**<sup>®</sup>

With its introduction of the first residential in-wall speaker, Sonance forever changed the way architects and interior designers integrate sound into the design of a room. In originating the idea of the in-wall speaker, suddenly the placement of speakers was limitless, with both walls and ceilings becoming part of the blank canvas. With Sonance, speakers became less obtrusive, but no less acoustically precise. Sonance speakers make sound an element of design while continually providing audiophile quality sound.

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## Sales and Installation Agreement

The terms set forth herein, together with the TERMS AND CONDITIONS attached hereto and the terms of the Proposal to which this page is attached, each of which is incorporated herein by reference, constitutes the agreement of Magnolia Hi-Fi, LLC ("Magnolia") to sell to the customer identified below ("Customer") and Customer to purchase from Magnolia, the products and/or other materials necessary to complete the project described in the Proposal ("Equipment") and the installation, design, and/or other services to complete the project described in the Proposal ("Services") in connection with the location set forth below ("Location") (the "Agreement").

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The Location of the project where the Equipment is to be installed and the Services performed is:

Customer accepts the scope of work and terms of payment for the project described in the Magnolia Design Center Proposal dated \_\_\_\_\_ ("Proposal") in the total amount of \_\_\_\_\_ ("Proposal Amount"). Customer agrees to pay the Proposal Amount, as may be adjusted as set forth in the Agreement, to Magnolia in exchange for the Equipment and Services provided by Magnolia to complete the project according to the terms of the Agreement.

The Proposal Amount is based upon the information known to Magnolia on the date of the Proposal, including the then current cost of the Equipment, information provided by the Customer to Magnolia and the terms of the Proposal. Additional charges may apply due to changes in the cost of Equipment as permitted herein, changes to the scope of the Services and/or Equipment that are initiated by the Customer, and/or information about the Location subsequently discovered by Magnolia.

Please initial to show you agree with the following:

- Special orders require a 15% non-refundable deposit per Section 1.2 of the Terms and Conditions.
- Custom orders require full non-refundable payment prior to Magnolia ordering per Section 1.3 of the Terms and Conditions.
- Customer, at its expense and prior to delivery and installation of the Equipment at the Location, shall prepare the Location in an appropriate manner and shall cause the Location to conform to any utility, climate control, and communication interface specifications that Magnolia or the manufacturers of the Equipment may supply. Customer acknowledges that Magnolia does not install, repair or modify electrical wiring for power, heating or lighting purposes. Magnolia does not provide, fabricate, or install custom built cabinets.
- Upon project completion a Magnolia representative will review installation and functionality of all equipment with the customer per the approved Proposal. Any incomplete or unsatisfactorily completed items from the approved Proposal will be noted, and Magnolia agrees to remedy any agreed upon items in a reasonable amount of time. Customer agrees to sign a Project Completion Acknowledgement form upon satisfactory completion of the project per the approved Proposal.

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## Sales and Installation Agreement (Continued)

**Payment terms:** Unless otherwise agreed to by the parties in writing, for each phase of performance of the project, all costs (including applicable taxes) related to such phase including, but not limited to, costs for Equipment, other parts, and Services shall be paid in full by Customer prior to commencement of Services by Magnolia for such phase. Special and Custom Orders are subject to special payment terms as set forth in the TERMS AND CONDITIONS. Magnolia may cancel delivery of Equipment and/or cease performing Services in the event a required payment is not timely made as required.

**All payments made by customer to magnolia are non-refundable** except where allowed in accordance with Magnolia's return policy in connection with the return of certain Equipment.

*Magnolia and Customer have signed this Agreement effective the last date indicated below when accepted by Magnolia.*

I have read and agree to the [terms/proposal] and agree to using this electronic record to provide written consent for the work to proceed. To request a free copy of this disclosure by mail or e-mail, call 1-877-643-9682.

Magnolia Representative

Customer

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date 7/29/2016

Signature \_\_\_\_\_

Date 7/29/2016

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## Terms and Conditions

"Magnolia" as used herein refers to Magnolia Hi-Fi, LLC. "Customer" as used herein refers to the customer referenced on the Agreement to which these terms and conditions are attached (the "Agreement"). Terms not defined in these Terms and Conditions shall have the meaning as set forth in the Agreement.

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### Section 1 - Price, Charges, and Taxes

**1.1 Pre-Payment.** Unless otherwise set forth in the Agreement, all costs and estimated costs for Equipment and Services (as each is defined in the Agreement) must be pre-paid prior to commencement of performance of Services or delivery of any Equipment for each phase of the Services as described in the Agreement. Where Customer pays with a credit card, Customer agrees not to file a claim with the credit card company to obtain a refund of any funds paid to Magnolia ("chargeback"), and Customer further agrees to pay to Magnolia any funds subject to a chargeback processed in contravention of this provision unless Customer can prove with clear and convincing evidence that it did not receive the Equipment or Services for which it paid.

**1.2 Special Orders.** All orders for Equipment not generally carried by Magnolia and/or which require that an order be placed directly with the manufacturer or distributor of such Equipment ("Special Order") shall be subject to a non-refundable deposit of fifteen percent (15%) of the price of the Equipment. The non-refundable deposit will not be returned to Customer under any circumstance, including a return of the Equipment, other than the Equipment (as ordered) becomes unavailable.

**1.3 Custom Orders.** All orders for Equipment where Customer has requested specific attributes (e.g., finish, color, size) or where manufacturer builds only to order ("Custom Order") shall require complete and full payment of the price of such Equipment at the time the Custom Order is placed. The purchase price for Custom Order Equipment is non-refundable. The non-refundable purchase price shall not be returned to Customer under any circumstance other than a complete failure to deliver Equipment. Any Customer complaint concerning the condition of Custom Order Equipment or whether it meets specifications shall be handled as a warranty claim under the manufacturer's warranty.

**1.4 Permits.** Customer is responsible for the cost of and obtaining any required building permits. Where a permit is specifically required for work being performed by Magnolia, Magnolia shall cooperate with Customer to procure such permit. Customer shall hold Magnolia harmless for any costs and expenses that arise from Customer's failure to cooperate in the procurement an applicable permit.

**1.5 Costs.** If Magnolia employs any legal process to recover any amount due and payable from Customer hereunder, Customer shall pay all costs of collection and reasonable attorney fees.

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## Terms and Conditions (Continued)

**1.6 Freight and Insurance.** Customer shall reimburse Magnolia for all charges for transportation, rigging, and drayage and for insurance, if any, of the Equipment in transit. If Magnolia uses a third-party mover or carrier to ship the Equipment to the Location, Magnolia shall, unless it notifies Customer to the contrary, arrange for shipment or carriage of the Equipment, collectively or by component, to Customer F.O.B. point of manufacture or shipment.

**1.7 Taxes.** Customer shall be responsible for applicable taxes on Equipment and Services.

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### Section 2 - Delivery, Inspection, and Services

**2.1 Site Preparation.** Customer, at its expense and prior to delivery and installation of the Equipment at the Location, shall prepare the Location in an appropriate manner and shall cause the Location to conform to any utility, climate control, and communication interface specifications that Magnolia or the manufacturers of the Equipment may supply. Magnolia shall not be required to perform the Services unless the Location is free of dust, debris and/or other impediments as Magnolia may reasonably determine, and Magnolia has reasonable cooperation and access to the Location, the designated work area, utilities and functional utility shutoff controls. Magnolia reserves the right to refuse or reschedule work due to unsafe site conditions which includes, without limitation, extreme temperatures, unsanitary conditions, circumstances that pose potential code violations, natural disasters, or the existence of other hazards.

**2.2 Delivery and Inspection of Equipment.** Customer is responsible for accepting delivery of Equipment at the Location. In the event Customer authorizes a third party to accept delivery or Magnolia to deliver in the absence of Customer, Customer hereby waives any right to claim non-delivery of goods, in whole or in part, where Magnolia can reasonably establish a delivery of the Equipment based on its records. Customer shall promptly inspect the Equipment upon its arrival at the Location and shall notify Magnolia if Customer finds any nonconformity or defect in the Equipment.

**2.3 Service Dependencies.** Customer acknowledges and agrees that where Services to be provided and/or completed by Magnolia are dependent on others performing work (e.g., providing power, building enclosures or cabinetry) Magnolia will not be liable for any delays in completing its Services due to incomplete work of others. Upon discovery of any unknown or undisclosed information concerning the condition of the project site or the status of dependencies, the project scope and/or schedule is subject to alteration.

**2.4 Service Exclusions.** Magnolia does not install, repair or modify electrical wiring for power, heating or lighting purposes. Magnolia does not provide, fabricate, or install custom built cabinets. Magnolia may, however, provide dimensions and specifications for cabinetry as agreed upon by Customer and Magnolia. Magnolia does not provide fabrication or installation of customer speaker grills and/or coverings. Magnolia does not provide painting of speaker grills, wall plates or other accessories. Certain non-standard wall plates will require additional charges. Magnolia does not provide outdoor in-ground wiring services and will not modify grass or landscape services

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## Terms and Conditions (Continued)

or provide labor or tolls for trenching buried cable. Magnolia will install and configure control systems and controllers sold by Magnolia and will integrate audio/video functions, but Magnolia does not integrate lighting or other powered devices with such control systems (once integrated, such powered devices can be configured to operate with the control system by Magnolia).

**2.5 Adult Must Be Present.** If persons under the age of 18 are present at the Location without adult supervision, Magnolia personnel will not perform Services.

**2.6 Right to Modify Location.** Customer represents and warrants ownership of the Location or that Customer has obtained the valid consent of the owner to make necessary changes to the Location that may arise out of the performance of the Services. In addition, Customer has reviewed any restrictive covenants or association restrictions to confirm that any changes arising from the Services do not violate any such covenants or restrictions. Customer agrees to hold Magnolia and its employees, contractors and agents harmless from any claim that Customer or Magnolia failed to obtain valid consent of the owner of the Location or violated any covenant or restriction.

**2.7 Change Orders.** If changes are required in the Equipment or the Services the prices will be revised in writing signed and agreed by both parties ("Change Order"), and prices will thereafter be modified to the extent necessary by the Change Order.

**2.8 Architects or Builders.** In appropriate situations the Customer may designate in a writing delivered to Magnolia a representative such as a builder, architect or interior designer who shall have authority as indicated in the writing to sign for and commit the Customer to price and other modifications to Equipment, design, locations or diagrams, and any such designated agent shall be deemed "Customer" for purposes of the Agreement.

**2.9 Lathe and Plaster.** Notwithstanding anything in these Terms and Conditions to the contrary, Magnolia will use commercially reasonable efforts to eliminate the possibility of cracks in lathe and plaster walls while performing the Services. However, Customer acknowledges and agrees that due to the nature of construction of such materials, Magnolia shall not be responsible or liable for any resulting damage to such lathe and plaster walls.

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## Section 3 - Warranties and Limitations

### 3.1 Limited Warranty and Disclaimer.

**3.1.1 Limited Equipment Warranty.** Magnolia's sole obligation, and Customer's exclusive remedy, for any defect or nonconformity in the Equipment shall be for Magnolia to cooperate with Customer to provide it with the benefit, if any, of the warranty and support commitment of the third-party manufacturers and suppliers of the Equipment. Customer, recognizing that Magnolia is not the

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## Terms and Conditions (Continued)

manufacturer of the Equipment, expressly waives any claim against Magnolia for any failure of the Equipment. Customer may independently seek to obtain directly from the manufacturers of the Equipment maintenance or repair of the Equipment under any warranty or guarantee provided by such manufacturer. Customer acknowledges, unless Customer obtains separate service agreements with such manufacturers and suppliers or other third party covering maintenance or repair of the Equipment at the Location, that such manufacturers and suppliers may require Customer to deliver defective Equipment to their authorized service centers for maintenance or repair.

**3.1.2 Limited Services Warranty.** As Customer's exclusive remedy for any nonconformity or defect in the Services for which Magnolia is responsible, Magnolia shall, during the ninety (90) day period following the completion of delivery and installation of the Equipment at the Location, provide reasonable efforts to correct or cure such nonconformity or defect.

**3.1.3 Conditions Precedent.** Magnolia shall bear no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the Services if (1) the Equipment is not properly installed by a party other than Magnolia; (2) the Equipment is not maintained and operated under normal conditions by qualified personnel (where required); (3) the Equipment incorporates spare or replacement parts other than those purchased under this Agreement; (4) the Equipment has been altered, abused, misused, or taken apart; (5) the nonconformity or defect (or other breach with respect to the condition or operation of the Equipment) has not been reported to Magnolia within ninety (90) days following the completion of delivery and installation of the Equipment at the Location; or (6) the nonconformity or defect has arisen as a result of damage to the Equipment occurring subsequent to delivery thereof to the Location, unless, in any such case, such event or condition directly results from the fault or negligence of Magnolia.

**3.1.4 Disclaimer.** With the sole exception of the preceding undertakings, MAGNOLIA DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT (INCLUDING ANY PROGRAMS), INCLUDING ITS CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. MAGNOLIA FURTHER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE AND QUALITY OF ANY OTHER PERFORMANCE BY MAGNOLIA HEREUNDER.

**3.2 Limitation of Liability; Indemnification.** Customer agrees that except for direct property damage or personal injury resulting from Magnolia's negligence while performing Services in no event shall Magnolia be liable to Customer or any other person for any damages including, without limitation, any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against Customer by any other party, even if Magnolia has been advised of the possibility of such claims or demands, arising out of or related to the Services, or installation, de-installation, use of or inability to use the Equipment. Further, Customer affirmatively releases, and agrees to indemnify, defend and hold harmless Magnolia (including its employees, officers, directors and agents) from and against (i) any loss, liability, or damage that Customer may suffer as a result of acts or omissions by Magnolia at the request or approval of Customer, including but not limited to, any changes or alterations to the Location (e.g., changes to walls, baseboards, or

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## Terms and Conditions (Continued)

floors), (ii) any claim against, or loss, liability, or damage suffered by Magnolia arising out of a breach of Customer's obligations (including representations and warranties) set forth in the Agreement, and (iii) any claim against, or loss, liability or damage suffered by Magnolia arising out of Customer's negligence or willful misconduct. Some states do not allow limitations or release of certain damages or liability, so the above limitation of liability and release may not apply to Customer.

**3.3 Allocation of Risk.** The foregoing sections on limited warranty, warranty exclusions and limited liability reflect a bargained-for allocation of risk between Customer and Magnolia. Customer acknowledges and agrees that Magnolia's prices and/or rates set forth in the Agreement would be different if the foregoing allocation of risk were different.

**3.4 Force Majeure.** Magnolia shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its control.

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### Section 4 - Limited License

Subject to the terms and conditions in this Agreement, Magnolia grants Customer a non-transferable, non-assignable, non-exclusive, royalty-free limited license, without the right to sub-license, to use the (i) paper or electronic copies of documentation produced and delivered to the Customer under the Agreement, including but not limited to the Proposal, drawings, specifications and/or any other instruments of service provided by Magnolia (the "Documentation"), and (ii) any source code developed by Magnolia for Customer in connection with the Services (the "Source Code"). Notwithstanding the foregoing, in no event shall Customer (i) sell, transfer, distribute, reverse engineer or create any derivative works using the Documentation or the Source Code or (ii) use the Documentation or the Source Code for any illegal purpose.

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### Section 5 - Default

**5.1 Events of Default.** Any of the following shall constitute an "Event of Default" under the Agreement:

**5.1.1** Customer's failure to pay to Magnolia any charge, cost, or other payment accruing hereunder, if such delinquency has not been corrected within ten (10) days after Magnolia has given Customer written notice of such delinquency.

**5.1.2** Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the Equipment, if such failure has not been corrected within ten (10) days after Magnolia has given Customer written notice of such failure; or

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## Terms and Conditions (Continued)

**5.1.3 Allocation of Risk.** Any act or event whereby Customer (a) is or becomes insolvent, (b) is or becomes a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of Customer, if such proceeding has not been dismissed within 30 days, or (c) makes a general assignment for the benefit of creditors.

**5.2 Effect of Default.** Upon the occurrence of an Event of Default Magnolia may (a) terminate this Agreement and invoke all rights Magnolia possesses upon termination and (b) if Customer remains liable for any monetary obligation created under this Agreement, accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum, or repossess so much of the Equipment as remains in Customer's possession.

**5.3 Waiver.** No delay or failure of either party in exercising any right hereunder, nor any partial exercise thereof, shall be deemed to constitute a waiver of any rights granted hereunder or at law. The presence or absence of an Event of Default shall in no way prejudice or abridge the right of Magnolia to seek and obtain in appropriate circumstances stoppage of goods in transit or reclamation of goods after delivery.

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### Section 6 - Risk of Loss

Customer shall bear the entire risk of loss or damage to any Equipment after it is delivered to the Location. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees or charges prescribed under this Agreement. Customer shall, at its own expense, obtain and maintain property and casualty insurance for the Equipment against all risk of loss or damage.

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### Section 7 - Miscellaneous

**7.1 Public Announcements.** Customer shall not make any public announcement or press release regarding the Agreement or any of the provisions contained herein without the prior express written consent of Magnolia. Customer shall not list Magnolia as (or otherwise communicate to third parties that Best Buy may be willing to act as) a reference for Magnolia's products/services without Magnolia's prior express written consent.

**7.2 Trademarks.** Under no circumstances may Customer use any of Magnolia's trademarks, trade names, service marks or any other identifying marks of Magnolia without first obtaining Magnolia's prior express written consent.

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## Terms and Conditions (Continued)

**7.3 Governing Law.** The Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota without regard to its or any other jurisdiction's conflicts of laws principles.

**7.4 Entire Agreement.** This writing is intended by the parties as the final and binding expression of their contract and agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations and agreements.

**7.5 Terms and Conditions Govern.** These Terms and Conditions are intended to govern the relationship of the parties hereto and cancel and supersede any terms and conditions which may appear in the Agreement, any invoice, purchase order, receipt or other form issued during the course of performance of the Services.

**7.6 Assignment/Delegation** Magnolia may assign any some or all of its rights under the Agreement. Notwithstanding the foregoing, Magnolia may hire or appoint or contract with third parties or other subcontractors of its choice to (i) assist Magnolia in managing its obligations under the Agreement; (ii) act as its agent in managing the Agreement on its behalf; and/or (iii) provide Services.

**7.7 Amendments.** The Agreement may not be modified except by a writing referencing the Agreement and signed by both of the parties hereto.

**7.8 Severability.** If any provision herein shall be deemed or declared unenforceable, invalid or void by a court of competent jurisdiction, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms.

**7.9 Payment.** Payment is due in accordance with the payment terms in the Agreement. Magnolia reserves the right to charge interest at the greater of (i) 1.5% per month or (ii) the maximum amount of interest as permitted by applicable law on any unpaid balance. Customer's failure to make all payments in accordance with the payment terms in the Agreement or otherwise adhere to the payment terms set forth in the Agreement may lead to delays in the Services, without penalty or liability to Magnolia.

**7.10 Marketing.** Customer grants, and, in the event that Customer is not the owner of the Location, Customer shall cause the owner of the Location to grant, Magnolia a perpetual, non-exclusive, royalty-free license to use images taken by Magnolia of the Location, including the Equipment and the completed Services, for marketing purposes.