



Creative Business Interiors, Inc.
 201 Moravian Valley Road
 Suite D
 Waunakee, WI 53597
 Phone: 608-249-0904
 Fax: 608-249-7350
 Email/Web:
 www.creativebusinessinteriors.com

Date Due:
Project: 17149
Quote: 17149.001
Status: New
Print Date: 10/29/18

Sold To: 7922-00
 Monona Terrace
 Community and Convention Center
 1 John Nolen Dr.
 Madison, WI 53703
 Attention: William Zeinemann

Bill To: 7922-00
 Monona Terrace
 Community and Convention Center
 1 John Nolen Dr.
 Madison, WI 53703
 Attention: William Zeinemann

Ship To: 7922-00
 Monona Terrace
 Community and Convention Center
 1 John Nolen Dr.
 Madison, WI 53703
 Attention: William Zeinemann
 Phone: (608)261-4010
 Email: wzeinemann@mononaterace.com

Date Entered	Salesperson	FOB	Terms
10/04/2018	Molly Hooper	D	Net 15

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
1			Re:Paul Brayton Lounge Seating Creative Business Interiors, Inc. is pleased to submit this proposal for your project. We appreciate the opportunity to submit this proposal for your review and approval. We look forward to working with you on this project.			
2	00	QUOTE	205 Portofino Arm Chair Textile: Viva, 3.25 LY EACH Base Style :205 Portofino Self Return Mechanism Options: Teflon Glides Note: QTY (40) UPHOLSTERY: VIVA-027 Cranberry QTY (40) UPHOLSTERY: VIVA-038 Penny	80	869.00	69,520.00 T
3	00	QUOTE	205-H36R Portofino 36 Inch Round Ottoman Textile :Viva, 3.25 LY EACH Base Options: Teflon Glides NOTE: VIVA-028 Redwood	2	592.00	1,184.00 T
4	00	QUOTE	205-H1 Portofino Single Cove Ottoman NOTE: VIVA-028 Redwood Options: Teflon Glides	2	392.00	784.00 T
5	00	QUOTE	205-H2 Portofino Double Cove Ottoman NOTE: VIVA-028 Redwood Option: Teflon Glides	8	402.00	3,216.00 T
6	00	FREIGHT	Freight Charges	1	5,231.00	5,231.00 T

This Quote Expires On 12/21/2018

Subtotal 79,935.00
 Total Tax 0.00
TOTAL AMOUNT - USD \$79,935.00



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Project Notes:

- Specific Inclusions:
- Terms: 50% deposit / net 15 days
 - Quoted price is the discounted cash price. Please inquire for standard pricing
 - No cancellations, returns, or changes upon final acceptance of proposal
 - Installation during regular working hours Monday through Friday 8:00 a.m. to 5:00 p.m.
 - Staging and uncartoning to be done in area(s) agreed upon by both parties
 - Prices include product only unless otherwise specified
 - Access to installation areas must be clear of debris and other trades prior to start date
 - Area must be clear of any existing furniture and equipment
 - Final cleanup includes removal of packaging materials and wiping surfaces
 - Any changes or out-of-scope work will require client sign-off and will incur additional costs
- Specific Exclusions:
- Client responsible for moving existing furniture, personal items, supplies and equipment
 - Prices do not include vacuuming
 - Work does not include hookup of systems furniture to building electrical
 - Work does not include wiring, hook-up, and/or disconnection of data and communications
 - Creative Business Interiors, Inc. and its subcontractors will not be responsible for unknowable and unforeseeable conditions that may arise throughout work on this project

Approved By

Date

Terms. All terms including the grant of the security interest in the goods to secure the purchase price shall be part of the contract upon acceptance by customer.

Payment for the Project. The project shall be payable by the Customer to Creative Business Interiors, Inc. as follows:

- Fifty percent (50%) of Project Cost payable upon execution of this contract.
- Progress payments and/or partial contract billings for work completed to date, due 15 days from invoice date.
- Balance of Project Cost payable within fifteen (15) days of notice to Customer by Creative Business Interiors, Inc. of substantial completion of Project.
- Service charge of one and one-half percent (1.5%) per month, or for any part thereof, on the unpaid balance of the Project Cost if not paid within thirty (30) days of the due date of any payment required hereunder.

The Project Cost does not include the costs resulting from a change in the project requested by the customer. All requests for changes by the Customer must be in writing and signed by the Customer and Creative Business Interiors, Inc. ("Change Order"). Any increases costs resulting from a Change Order shall be payable by the Customer to Creative Business Interiors, Inc. at the time of the Change Order.

Cancellation. Upon the acceptance of this Project by Creative Business Interiors, Inc., Customer may cancel the Project Services and/or Furniture order subject to the following cost assessments, which reflect the damages suffered by Creative Business Interiors, Inc. on such a cancellation and not a penalty:

- Project services – Actual cost incurred in performance of Project Services, including allocated overhead and time incurred based on hourly billing rates established by Creative Business Interiors, Inc. plus twenty (20%) of the Project Services cost as liquidated damages and not as a penalty.
- Furniture – Project Cost of all Furniture ordered for Customer unless the order can be cancelled, then the pro rata Project Cost of Furniture based on the manufacturer cost reduction to the regular manufacturer cost to Creative Business Interiors, Inc.

Patent, Trademark, Copyright, etc. All drawings, plans blueprints, descriptions and computer programs, images or printouts produced and developed by Creative Business Interiors, Inc. for use in conjunction with the Project are the exclusive property of Creative Business Interiors, Inc. and are not the property of the Customer. Any use, copy, transmission or reproduction is prohibited unless the prior written consent of Creative Business Interiors, Inc. is obtained.

Quality of Work. The quality of design and workmanship by Creative Business Interiors, Inc. in the design and construction of the Project shall be that of an interior design and construction company regularly engaged in the business of providing such services.

Warranty by Creative Business Interiors, Inc. Creative Business Interiors, Inc. shall warrant all work and materials provided by Creative Business Interiors, Inc. for construction of the project to be free of defects in workmanship, performance, and materials for a period of six (6) months from the date the Project is completed. Creative Business Interiors, Inc. does not warrant, and the Customer shall have no recourse against Creative Business Interiors, Inc. for the condition of workmanship of any of the furniture selected by the Customer in connection with the Project. Creative Business Interiors, Inc. specifically disclaims any warranty of merchantability of fitness for the particular purpose. Creative Business Interiors, Inc. shall assist Customer in resolving any disputes over or in relation to the furniture; however, the Customer's sole recourse in regard to any defects in such furniture shall be with the manufacturer and its warranty on such furniture. There are no other representations promises, warranties, agreements, or understandings not expressed herein.

Liability. The liability of Creative Business Interiors, Inc. under its warranty set forth in section above, or for any other reason in connection with the Project, shall be limited to (1) the Project Cost minus the Furniture cost of the Project Cost, or (2) correction by Creative Business Interiors, Inc. of any errors or defects in the Project; as Creative Business Interiors, Inc., in its sole discretion, shall determine. Under no circumstances shall the Customer be entitled to consequential or punitive damages.

Insurance. Creative Business Interiors, Inc. shall keep in effect until such time as the Project is complete: (1) worker's compensation insurance as required by law, (2) comprehensive general liability insurance in a minimum amount of \$1,000,000.00, and (3) automotive liability insurance coverage in a minimum amount of \$1,000,000.00. Upon request by Customer, Creative Business Interiors, Inc. shall provide the Customer with evidence of such coverage.

Compliance With Laws. Creative Business Interiors, Inc. shall comply with all applicable federal, state and local laws, orders, regulations and ordinances which govern, or relate to the Project. Without limiting the foregoing, Creative Business Interiors, Inc. shall comply with all safety and health requirements related to the Project.

Indemnification. Creative Business Interiors, Inc. shall indemnify and hold harm-less the Customer against any and all losses, claims or suits arising from the ser-vices provided by Creative Business Interiors, Inc. in connection with

the Project, for or on account of, any injury to or death of persons, damage to or destruction of property belonging to the Customer by reason of the willful misconduct of Creative Business Interiors, Inc., it's officers, employees or agents in connection with the Project.

Notice Required Under Wisconsin Law.

Creative Business Interiors, Inc., as the prime contractor on the Project, provides the following notice required under Wisconsin law"

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claims are duly paid.

Creative Business Interiors, Inc., as the subcontractor on the Project, provides the following notice required under Wisconsin law:

As a part of your Construction Contract, your contractor or builder has already advised you that those who furnish labor or materials for the work will be notifying you. The undersigned first furnished labor or materials on

For the improvement now under construction at your real estate at

Please give your mortgage lender the extra copy of this notice within 10 days after you received this, so your lender, too, will know that the undersigned is included in this job.

Lien Waivers. Upon written notice by Customer, Creative Business Interiors, Inc. shall furnish the Customer with lien waivers in full from all subcontractor and material suppliers to the Project and a lien waiver by Creative Business Interiors, Inc. in the amount of the payment by the Customer to Creative Business Interiors, Inc.

Title to project Materials and Furniture. All rights titles and interest to all Project materials and furniture delivered to the site of the Project shall remain with Creative Business Interiors, Inc. until full payment is received by Creative Business Interiors, Inc. therefore, customer represents and warrants that it shall provide Creative Business Interiors, Inc. with a secure place for the storage of all project materials and furniture and shall hold harmless and indemnify Creative Business Interiors, Inc. for the contract value of any such loss suffered to the materials or furniture by theft, fire or other acts of man or God unless such loss is caused by the negligence or willful misconduct of Creative Business Interiors, Inc. This indemnify herein shall be payable to Creative Business Interiors, Inc. by Customer on demand.

Independent Contractors. The relationship between Creative Business Interiors, Inc. and the Customer is that of independent contractors. Nothing contained in this Agreement shall be construed to create a principal-agent or employer-employee relationship between the parties. Neither party shall represent to others that it is the agent of the other.

Assignment. This Agreement and the rights and responsibilities hereunder shall not be assignable by either party without prior written consent of the other party.

Entire Agreement. This agreement contains the final agreement of the parties, all prior oral or written agreements, quotations, understandings or representations having been merged into this writing.

Applicable law. The law to govern the conduct of the parties under this Agreement and to govern the interpretations of its terms shall be that of the State of Wisconsin.

Site Condition. Customer represents and warrants to Creative Business Interiors, Inc. that the Project site is free from all dangerous conditions or hazards, including, by way of illustration and not limitation, environmental, structural and mechanical. Upon discovery of any dangerous condition or hazard by Creative Business Interiors Inc., as determined by Creative Business Interiors, Inc. to be such, Creative Business Interiors, Inc. shall immediately cease work and notify Customer of the dangerous condition or hazard. Customer shall correct such dangerous condition of hazard or direct Creative Business Interiors, Inc. to do so under a Change Order. The Deadline for Completion shall be extended by the period of delay and any reasonable time period for Creative Business Interiors, Inc. to again commence the Project, as determined by Creative Business Interiors, Inc.