

**UTILITY BOX ART PROGRAM AGREEMENT
FOR THE DOWNTOWN SAN DIEGO PARTNERSHIP
CLEAN AND SAFE PROGRAM**

This **UTILITY BOX ART PROGRAM AGREEMENT** is entered into as of **July 23, 2018** (the "Effective Date") between Visual, and **DOWNTOWN SAN DIEGO PARTNERSHIP CLEAN AND SAFE PROGRAM**, a California nonprofit corporation ("Client"), and Client and Visual are hereinafter referred to jointly as the "Parties" and each as a "Party", with reference to the following facts:

- A. Visual is in the business of providing public art in the form of painted utility boxes.
- B. Client desires to retain Visual to perform such services on its behalf for the purpose of implementing beautification efforts Downtown via public art projects.

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services.

1.1. AGREEMENT PERIOD. This Agreement shall commence **July 23, 2018** ("Commencement Date") and continue through completion of the project unless terminated sooner pursuant to the termination provision provided in this Agreement.

1.2. SCOPE OF SERVICES. Visual shall provide the basic services described in Exhibit A attached hereto (the "Services").

Implementation. Client and Visual agree that before any Implementation is to be provided, Visual will provide a written estimate for approval by Client. This estimate shall include fees, supplier charges, and incidental expenses. The Implementation will not proceed until Client has given Visual written approval and provides an authorized purchase order. If any portion of the Implementation is to be provided by any third parties, Visual's services with respect to such portion of the Implementation shall be restricted to providing specifications, coordination, and quality-checking. Unless otherwise specified in this Agreement, Visual shall have no responsibility to the providers of such Implementation, and charges shall be billed directly to Client. While not responsible for Implementation, Visual may, in its supervisory capacity, assume responsibility for paying such charges, and Visual shall be entitled to reimbursement from Client for Implementation costs plus a handling charge as specified in Section 3.3.

Term. The term of this Agreement (the "Term") shall commence on **July 23, 2018** and shall continue in accordance with the services set forth in Exhibit A, unless otherwise modified by mutual written agreement by both parties or otherwise terminated in accordance with Section 8 of this Agreement.

2. Compensation.

Project Fee. As compensation for Visual's services, Client shall pay to Visual a deposit of 20% (\$2,950) of the project fee at the beginning of the Term of this Agreement. The Client will then pay Visual \$2,950 (20% of the total) after the completion of every set of 10 boxes. The total to be paid to Visual by the client will equal \$14,750 for 50 boxes.

2.1 Automatic Annual Increase. N/A

2.2 Reimbursable Expenses. In addition to payment of the fees, Client agrees to reimburse Visual for all other actual and reasonable out-of-pocket expenses incurred by Visual with respect to the Services so long as they are pre-authorized by Client, such authorization not to be unreasonably withheld.

2.3 Payment Terms. Visual shall invoice Client at the beginning of the project period. All amounts not paid within thirty (30) days from the date of such invoices shall automatically bear interest from such thirtieth (30th) day at the rate of ten percent (10%) per annum. This charge shall be in addition to, and not in limitation of, any other remedies Visual may have under applicable law. Notwithstanding anything to the contrary in this Section 3.3, any payments that Visual shall be required to make on behalf of Client shall be paid by Client no later than the earliest date on which Visual is required to make payment on behalf of Client. In the event that Visual does not receive payment by the date set forth above, Visual shall have the right to not purchase or contract on behalf of Client or to cancel any contracts previously entered into on behalf of Client, and, in the event that Visual shall cancel any such contracts, Client shall be solely responsible for any charges, commissions and fees incurred prior to, or as a result of, such cancellation.

2.4 Revisions and Additions. Visual shall keep Client informed of additional services that are required and shall use reasonable efforts to request Client's approval for any additional services which cause the total fees, exclusive of any Reimbursable Expenses and surcharge for rush work, to exceed the Retainer.

2.5 Records. Visual shall maintain records of hours and Reimbursable Expenses and shall make such records available to Client for inspection on request.

3. Contractor's Requirements Relating to Employees.

Contractor shall hire, employ, discharge control, and supervise all personnel and labor necessary for performance of the duties described in this Agreement. Contractor shall use its best efforts to exercise reasonable care to select qualified, competent, and trustworthy employees. All employees shall be employees of Contractor and not DSDP. Contractor shall comply with all laws, ordinances, statutes, codes, and regulations including, without limitation, governmental anti-discrimination laws and the requirements of the American with Disabilities Act relating to employees and all requirements relating to employee tax, employee benefits, and other federal and state requirements. Contractor shall make whatever reports may be required by the state and

federal governments relative to such taxes or deductions. All employees shall be covered under Contractor's Worker's Compensation insurance policy at Contractor's expense.

3.1 Living Wage: The Contractor must comply with the City of San Diego Living Wage ordinance. If it is determined that the Contractor is not comply with living wage, any fees, costs or penalties associated with noncompliance will be paid for by Contractor. Contractor shall provide payroll reports for all employees working on the contract showing compliance with Living Wage requirements. Confidential employee information may be redacted. You may visit the following links for specific requirements.
<http://www.sandiego.gov/purchasing/programs/livingwage/>.

3.2 Prevailing Wage: Prevailing Wages. Pursuant to SDMC section 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to SDMC sections 22.4201 through 22.4245. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate) and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. **Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code (Labor Code) sections 1720 through 1861, Contractor and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

(a) Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

(b) The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more

additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Contract.

2. **Penalties for Violations.** Contractor and its subcontractors shall comply with Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

3. **Payroll Records.** Contractor and its subcontractors shall comply with Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

4. **Apprentices.** Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. **Working Hours.** Contractor and subcontractors shall comply with Labor Code sections 1810 through 1815 including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of Labor Code sections 1810 through 1815.

6. **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. **Labor Code Section 1861 Certification.** Contractor, in accordance with Labor Code section 3700, is required to secure the payment of compensation of its employees and by signing this Agreement, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."

8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the Equal Opportunity Contracting Department at 619-236-6000.

(c) **Higher Wage Rate Applies.** Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.

4. Client's Obligations

4.1 **Client Representatives.** Client shall appoint certain persons listed on Appendix A attached hereto with full authority to provide or obtain any necessary information and approvals that may be required by Visual (the "Client Representatives"). The Client Representatives shall be responsible for coordination of briefing, review, and the decision-making process with respect to persons and parties other than Visual and its subcontractors. If, after any one Client Representative has approved a specific stage of design, documentation, or other materials associated with or related to the Services, Client or any other authorized person of Client requires changes that require additional services from, Client shall pay all fees and expenses arising from such changes as additional services. Additionally, CLIENT SHALL BE RESPONSIBLE FOR ALL NECESSARY REPORTING UNDER APPLICABLE CAMPAIGN FINANCE REGULATIONS.

4.2 **Materials to be Provided by Client.** Client shall provide accurate and complete information and materials to Visual and shall be responsible for the accuracy and completeness of all information and materials so provided. Client represents and warrants that all materials supplied to Visual are owned by Client or that Client has all necessary rights in such materials to permit Visual to use them for the Services and any additional services, and that Client shall do all things necessary to maintain its rights in such information and materials.

5. Rights and Ownership.

5.1 **Rights.** Upon payment of all fees and expenses, the work product, designs, concepts, and plans created by Visual in relation to the Services shall be for the exclusive use of Client other than for the promotional use of Visual. Client shall not obtain any right to use pre-existing copyrights, inventions, discoveries, and proprietary processes or information used by Visual or third parties in executing the Services or the Implementation.

5.2 **Ownership.** Upon payment of all fees and expenses, the work product, designs, concepts, and plans created by Visual in relation to the Services shall be owned by Client. Notwithstanding anything to the contrary in this Section 6, any material or ideas prepared or

submitted to Client by Visual, which Client chooses not to produce or for which Client shall not have made payment as contemplated herein, will remain the property of Visual (regardless of whether the physical embodiment of creative work is in the possession of Client in the form of copy, artwork, plates, recordings, films, tapes, etc.) and may be submitted to other clients of Visual for their use, provided that such submission or use does not involve the release of any confidential information regarding the business or methods of operation of Client. For purposes hereof, "produce" shall be defined as any material which is created in tangible form pursuant to the provisions of this Agreement.

6. Indemnification.

6.1 By Visual. Visual shall indemnify and hold Client harmless with respect to any claims, loss, suit, liability or judgment suffered by Client, including reasonable attorney's fees and costs, based upon or related to any item prepared by Visual or at Visual's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by or approved by Client and incorporated into any materials or advertisement prepared by Visual.

6.2 By Client. Client agrees to indemnify and hold Visual harmless with respect to any claims, loss, liability, damage or judgment suffered by Visual, including reasonable attorney's fees and court costs, which results from the use by Visual of any material furnished by Client or where material created by Visual or at the direction of Visual is materially changed by Client, subject to the indemnification in Section 7.1 above. Information or data obtained by Visual from Client to substantiate claims made in advertising shall be deemed to be "material furnished by Client to Visual." In furtherance and not in limitation of any other provision of this Agreement, Client shall have the right at any time to direct Visual to cancel any plans, schedules or work in progress; provided, however, that Client shall indemnify Visual against any loss, cost or liability Visual may sustain as a result of such action, and provided further, that Visual shall be entitled to any and all commissions, fees and payments for Services performed prior to the instructions of Client to cancel, and for advertising and materials placed or delivered thereafter if Visual is unable to halt such placement or delivery. Under no circumstances shall Visual be obliged to breach any lawful contractual commitment to a third party.

7. Termination.

7.1 Method. This Agreement may be terminated upon either (i) a material breach of this Agreement, (ii) a thirty (30) day written notice, or (iii) at the completion of the services set forth in Exhibit A. All indemnities shall continue even after any such termination.

7.2 Fees and Expenses. Upon any termination, Client shall pay all fees and expenses incurred in connection with the Services up to the date of termination. Client shall also pay all fees and expenses imposed on Visual as a result of cancellation of such commitments, including

severance payments. Upon the termination of this agreement and payment of all sums due as provided herein, Visual shall transfer, assign, and make available to Client, or its representative, all property and materials in Visual's possession or control belonging to Client.

7.3 Failure to Pay. In conjunction with and in addition to the provisions of section 3, in the event Client fails to make any payment of fees and expenses due to Visual within thirty (30) days of the date of an invoice, Visual shall have the right to notify Client in writing, and if such payment is not made within ten (10) days following Client's receipt of such notice, Visual will have the right to (i) suspend all future performance of Visual's obligations under this agreement, without limiting any of Client's obligations to Visual, until such time as Client has made all such payments; or (ii) immediately terminate this agreement, and all right, title, and interest in any and all materials and elements created and produced hereunder, including, without limitation all copyrights in all works of authorship, shall automatically revert to Visual for all uses and purposes whatsoever. Visual's exercise or failure to exercise any of the foregoing rights will not be deemed a waiver or release of any other rights or remedies Visual may have at law or in equity.

8. Insurance Requirements Prior to the Commencement Date, Contractor shall furnish DSDP with a certificate(s) of insurance and the endorsements specified below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor agrees to provide to The City of San Diego and its respective elected officials, officers, employees, agents and representatives the same protection as afforded to DSDP.

(1) **Commercial General Liability.** Commercial General Liability (CGL) insurance written on a current version of the ISO Occurrence form CG 00 01 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(2) **Commercial Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on a current version of the ISO form CA 00 01 or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).

(3) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of

subrogation against DSDP and the City and its respective elected officials, officers, employees, agents, and representatives.

(A) **Deductibles.** All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to DSDP at the time the evidence of insurance is provided.

(B) **Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by this Agreement, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by DSDP. DSDP will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

(C) **Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to DSDP before any performance is initiated under this Agreement.

(1) **Commercial General Liability Insurance Endorsements.**

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an additional insured using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents, the DSDP and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of DSDP and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(2) Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured DSDP and the City and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. DSDP and the City is an additional named insured and insurer waives the right of subrogation against the DSDP and the City and its respective elected officials, officers, employees, agents and representatives.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self-insurance of DSDP and the City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(3) Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against DSDP and the City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for DSDP and the City.

(D) Reservation of Rights. DSDP and the City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to DSDP and the City.

(E) Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

(F) Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

9. Miscellaneous.

9.1 Waiver. No covenant, term or condition of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing, signed by the party against whom enforcement is sought, and any waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

9.2 Sales Tax. Client shall pay any sales, use, or other transfer taxes that may be applicable to the services provided under this Agreement, including any tax that may be assessed on audit of Visual's tax return.

9.3 Assignment. Neither Client nor Visual may assign or transfer their interest in this Agreement without the written consent of the other.

9.4 Force Majeure. Notwithstanding anything in this Agreement to the contrary, no delay or failure of any performance required hereunder by either party shall be an event of default, which delay or failure has resulted in whole or in part from any unforeseen act of God, fire, flood, strike, riot, war, governmental interference, import controls, tariffs or unavailability of materials through normal commercial channels.

9.5 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. The words "include," "includes," and "including" shall be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

9.6 Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

9.7 Exhibits and Recitals. All recitals and exhibits to this Agreement are incorporated herein by this reference and all references herein to "Agreement" shall mean this Agreement together with all such recitals and exhibits.

9.8 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by any other party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on the part of any party of any breach, default or noncompliance under the Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be

in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

9.9 **Warranty of Authority.** Each person executing this Agreement represents and warrants that he or she has full power and authority to do so that no other authorizations or approvals of any kind are necessary.


9.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original.

9.11 **Survival.** Section 6, Section 7, and Section 9 of this Agreement shall survive termination of this Agreement and shall remain effective notwithstanding such termination

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

DATED: July 13, 2018

DOWNTOWN SAN DIEGO PARTNERSHIP
CLEAN AND SAFE PROGRAM

By:  7/18/18
Alonso Vivas

Date

VISUAL


By:  7/19/18
Jason Gould Date

EXHIBIT A

1. **Description.** The artist, Visual, agrees to complete 50 utility boxes for the Client. The boxes are will be distributed between Cortez Hill, City Center, Gaslamp Quarter, East Village, and Marina – in an order to be determined by the Client.
2. **Branding.** Implementation of art will remain consistent with the branding guidelines per the material previously provided by the Client. Visual will get approval from the Client on the overall design for each neighborhood before implementing the project in each specific neighborhood. Art will not promote any particular creed, race, individual group and will not cover numbers or decals on the utility boxes.
3. **Payment Terms.** A deposit of 20% (\$2,950) of the total will be paid before beginning the project. 20% (\$2,950) will be paid after completion of every set of 10 boxes.
4. **Deadlines.** Work will begin upon acceptance by Visual of deposit from the Client and after inspection of boxes by SDG&E, when required.
5. **Restoration/Maintenance.**
 - 5.1. The client will purchase the agreed upon clear coat paint and will provide a generator for its application, when applicable.
 - 5.2. Visual will provide the labor for application of clear coat point for the agreed upon cost of \$500 (\$25/box), which is included in the value of Section 3. Payment Terms.
 - 5.3. Visual will provide the Client with the color codes of any colors used that are not included in the provided Brand Guide.

