WORKSPACE INTERIORS FURNITURE AGREEMENT

This Workspace Interiors Furniture Agreement ("**Agreement**") is entered into this ___ day of _____, 2020 ("**Effective Date**") by and between Workspace Interiors, a division of Office Depot, LLC ("**Workspace Interiors**"), and IDEA Florida, Inc, ("**Customer**"). Workspace Interiors and Customer are each a "party" and collectively are the "parties" to this Agreement.

Workspace Interiors agrees to sell to Customer the furnishings (collectively, the "**Furnishings**") and other services described from time to time in separate written proposals (each, a "**Proposal**") provided by Workspace Interiors on the following terms and conditions. All transactions relating to the Furnishings and Proposals are subject to these terms and conditions set forth in this Agreement. The Proposal shall include the quotation documents, order forms, cover letters, and the like, of which these terms and conditions form a part, and which represent the understandings between Workspace Interiors and Customer. The parties agree as follows:

1. **Pricing.** Prices shall be determined by Workspace Interiors in its sole discretion. Prices quoted for Furnishings, installation fee and freight charges, as applicable, are firm for a period of thirty (30) days from the date of Proposal, which is incorporated herein by reference. Thereafter, pricing is subject to change without notice. Sales of Furnishings pursuant to this Agreement shall not be included in Net Sales for calculation of any rebates under other agreements, unless explicitly set forth in such other agreements. Notwithstanding the foregoing, nothing stated herein shall conflict with or prevent Customer's ability to receive any OMNIA purchasing rebates available to Customer.

Customer's signing/initialing of the Proposal or Customer's issuance of a purchase order, order confirmation or other similar documentation shall constitute Customer's acceptance of the Proposal, including the prices, quantities and types of Furnishings offered therein. Installation will be included on each Proposal and calculated at twenty percent (20%) of the total product price quoted in the Proposal. Freight will be included on each Proposal and calculated at ten percent (10%) of the total product price quoted in the Proposal. Should costs associated with Freight or Installation increase or decrease on a project by three percent (3%) or more, Workspace Interiors and IDEA Florida, Inc agree to adjust the Freight and Installation charges by one percent (1%) for every three percent (3%) change from the original charges stated on the Proposal.

2. **Term & Termination.** This Agreement will be effective for a period of one (1) year from the Effective Date (the "**Initial Term**"). Thereafter, this Agreement may be renewed for two (2) successive two (2) year periods (each a "**Renewal Term**"), upon written agreement of the parties, and shall continue in full force and effect until terminated in accordance with the provisions herein. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

3. **Credit.** Customer must receive credit approval from Workspace Interiors prior to each order of Furnishings. Credit may be established upon acceptance of satisfactory credit information, including a completed credit application. Customer's credit limit shall be established by Workspace Interiors, which reserves the right to lower Customer's credit limit or refuse to deliver any orders if at any time: (a) Customer is delinquent in making payments or is otherwise in breach of this Agreement; or (b) Customer's credit standing becomes impaired or reasonably unsatisfactory to Workspace Interiors.

4. **Payment.**

a. **Deposits.** Dependent upon current credit worthiness, a minimum deposit of thirty percent (30%) may be required prior to the entering of any order. Workspace Interiors shall be entitled to delay processing Customer's order until it receives Customer's deposit in full. No interest shall accrue against such deposit. Workspace Interiors reserves the right to modify the amount of Customer's required deposit or require an additional deposit based on various factors, including, but not limited to, Customer's credit and the manufacturer(s) of the Furnishings ordered.

b. **Terms.** Invoices are due thirty (30) days from the date of invoice, unless otherwise specified in the Proposal or a duly executed written agreement between the parties. Invoices not paid within twenty (20) days shall bear interest at the rate of 1.5% per month or the maximum amount allowed under law, whichever is less, from the due date of the invoice. Invoices will be issued to Customer after installation is substantially completed, unless otherwise agreed to in writing by the parties. "Substantial completion" of installation shall mean that installation has been completed for the material elements of the project, pending satisfaction of punch list items. Notwithstanding the foregoing, if substantial completion is delayed for more than thirty (30) days for reasons

beyond Workspace Interior's control, an additional deposit will be required. Installation fees and freight charges will be itemized separately on the invoice.

c. **Withholding.** NO MORE THAN TEN PERCENT (10%) OF PAYMENT MAY BE WITHHELD ON AN INVOICE FOR OBJECTIVELY LEGITIMATE ITEMS SET FORTH ON THE PUNCH LIST PROVIDED IN ACCORDANCE WITH SECTION 7.B. CUSTOMER SHALL GIVE WRITTEN NOTICE OF SUCH WITHHOLDING TO WORKSPACE INTERIORS PRIOR TO THE DATE PAYMENT IS DUE. ONCE PUNCH LIST ITEMS HAVE BEEN REMEDIED, CUSTOMER SHALL REMIT UNPAID BALANCE WITHIN TWENTY BUSINESS (20) DAYS AFTER WORKSPACE INTERIORS COMPLETED AGREED UPON REPAIRS AND ADJUSTMENTS.

d. **Taxes.** Customer shall pay all applicable taxes assessed on the sale of Furnishings. In order to claim an exemption from such taxes, Customer must supply Workspace Interiors a valid exemption certificate prior to delivery of the Furnishings, except for government entities for which a certificate is not required.

5. Orders.

a. **Approval; Changes.** Customer shall have sole responsibility to verify that information within the Proposal, including, but not limited to, product number, fabric, specifications and quantities, is correct. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates, only upon prior written notice by Workspace Interiors to Customer of such amount and acceptance by Customer, prior to Workspace Interiors rendering such services. If such changes or modifications result in additional products, parts, materials or labor, they will also be billed to Customer at prevailing rates in accordance with this section.

b. **Cancellations.** Unless mutually agreed upon in writing by the parties, all orders are non-cancelable, not returnable and all sales are final.

c. **Orders that Cannot be Fulfilled.** If any Furnishings cannot be supplied, Workspace Interiors and Customer will work to find an agreeable substitution of similar furnishings. If the parties cannot agree to a substitution, the order will be revised to remove such item(s) and the balance of the order shall be adjusted accordingly.

6. Storage and Other Charges.

a. **Storage Off-Site**.
   (i) Furnishings delivered by Workspace Interiors, or its designated agent, prior to the scheduled installation date may be stored by Workspace Interiors, subject to space availability, at Customer's request at no charge for thirty (30) days. Storage charges will be invoiced for Furnishings stored beyond the initial thirty (30) day period. In addition, if installation of the Furnishings is delayed beyond the scheduled installation date, due to no fault of Workspace Interiors, storage charges incurred by Workspace Interiors as a result of the delay will be invoiced to Customer from the first day of storage and will be billed monthly thereafter. All additional charges incurred by Workspace Interiors for freight charges, transportation costs, extra or excessive sorting or handling, shall be paid by Customer upon receipt of an itemized list of expenses by project.
   (ii) When the Furnishings are shipped directly to Customer from the manufacturer, Workspace Interiors will coordinate shipments with the Customer to arrive at the job site at a reasonable time prior to the scheduled installation date. If Workspace Interiors, or its designated agent, is prevented from delivering the Furnishings to the job site as a result of any cause or event beyond the control of Workspace Interiors, the Furnishings will be rerouted to another suitable location. Any charges associated with such storage will be invoiced to the Customer from the first day of storage and will be billed monthly thereafter. All additional charges incurred by Workspace Interiors for freight charges, rerouting charges, transportation costs, extra or excessive sorting or handling, shall be paid by Customer upon receipt of an itemized list of expenses by project.

b. **Storage by Customer.** Upon delivery of the Furnishings to the job site, Customer shall, at its own expense, provide adequate and secure storage space for staging of the Furnishings during installation. Customer will be responsible for the security of the Furnishings while stored during installation. It is understood and agreed that neither the loss, theft or substantial damage to or of Furnishings after delivery but prior to installation shall relieve Customer of its obligation to make payments required pursuant to the Agreement. If the Furnishings must be moved during installation due to other trades or any other reason out of Workspace Interiors' control ("**Additional Moving**"), Customer shall pay the cost of Additional Moving at the applicable installation labor rate.

7. Inspections.

a. Inspection upon Delivery and Freight Claims

(i) Workspace Interiors, or its designated agent, shall receive, inspect, and make any necessary freight claims, except when shipments are direct from the manufacturer. However, Workspace Interiors may elect to meet direct trailer shipments at the job site and inspect the items in accordance with this provision. Workspace Interiors shall notify Customer of such election for direct shipments.

(ii) Unless Workspace Interiors elects to meet direct trailer shipments at the job site as outlined above, when shipments are direct from the manufacturer, Customer will be responsible for receiving and inspecting shipments. Customer agrees that it will have necessary receiving personnel available for accepting delivery. Freight claims for damaged Furnishings shall be valid only if the damage is recorded and signed for on the bill of lading or freight bill. If damage to Furnishings is discovered, Customer must keep all packing materials. No claim for Furnishings damaged in transit can be accepted unless Customer notifies Workspace Interiors in writing of all claims for damaged or lost merchandise within three (3) days of delivery. Workspace Interiors will file all such freight claims with the carrier. Workspace Interiors' responsibility for freight claims ceases once clear receipt is given to Customer by the carrier.

(iii) Workspace Interiors is not responsible for concealed damage and/or latent defects discovered more than thirty (30) days after delivery.

b. Inspection of Furnishings/Installation. Furnishings delivered and brought onto the job site as scheduled shall be inspected immediately upon delivery and completion of installation, if applicable, and accepted by the Customer, subject to any exceptions as noted in writing. Within three (3) business days of the delivery, and installation, if applicable, of the Furnishings, Customer must notify Workspace Interiors in writing of any discrepancies. Customer and Workspace Interiors shall immediately identify in writing a punch list of all necessary repairs and adjustments. Workspace Interiors shall have a reasonable time to cure said discrepancies. If no discrepancies are identified by Customer within three (3) days after delivery and installation, if applicable, Furnishings will be deemed accepted by Customer.

8. Delivery and Installation Timing. Pricing set forth in Section 1, above, is for delivery and installation of the Furnishings during regular business hours, excluding weekends and holidays recognized by Workspace Interiors. Delivery and/or installation outside of regular business hours may result in increased pricing. Additional labor costs resulting from overtime work performed at Customer's request will be paid by Customer at the standard overtime rate of Workspace Interiors and/or its agent(s). Additional installation requests made by Customer at the time of installation that are outside of the scope of the Proposal will be charged based on additional time incurred by Workspace Interiors and/or its agent(s), only upon prior written notice to Customer of the additional time and cost for such request.

9. Trade Regulations. If trade agreements, regulations or contracts in force at the time of installation restrict Workspace Interiors' ability to use its own installation personnel to erect, assemble, dismantle, attach, affix, or bolt in place any Furnishings, or perform other installation of the Furnishings, Customer shall bear all additional costs resulting from such restrictions.

10. Delivery/Jobsite Requirements.

a. Condition of Jobsite. Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be reasonably clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges, only upon prior notice to Customer. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures Workspace Interiors that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. Workspace Interiors shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.

b. Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to Workspace Interiors. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, Workspace Interiors may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate licensed professionals.

c. Permits. Permits are the responsibility of the Customer unless expressly provided in the Proposal.

11. Title and Risk of Loss. Title to Furnishings and all risk of loss or damage thereto shall pass to Customer upon delivery to Customer and Substantial Completion of installation, if any.

12. Warranties and Limitation of Liability. Workspace Interiors warrants that Workspace Interiors is the legal and rightful owner of Furnishings or that it is legally licensed and/or authorized to sell and/or distribute Furnishings. Except as set forth below in Section 15, all Furnishings delivered under this Agreement will be free and clear of any and all encumbrances of any kind. Customer acknowledges that Workspace Interiors is not the manufacturer of any Furnishings purchased hereunder. Customer shall be entitled to all applicable end-user warranties provided by the manufacturer(s) associated with the Furnishings purchased by Customer hereunder. Workspace Interiors will use commercially reasonable efforts to assist Customer in asserting such warranty rights. Labor is not included.

THE WARRANTIES EXPRESSLY STATED IN THIS SECTION SUPERSEDE ALL INCONSISTENT PROVISIONS OF ANY AND ALL PURCHASE ORDERS, INVOICES, ACKNOWLEDGMENTS, OR OTHER WRITINGS OR STATEMENTS, WRITTEN OR OTHERWISE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, WORKSPACE INTERIORS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND PRODUCT LIABILITY, SPECIFICALLY INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding anything to the contrary, in no event will Workspace Interiors be liable for any indirect, special, incidental, or consequential damages, including without limitation damages for lost data or lost profits, whether based on contract, tort, or any other legal theory, even if advised as to the possibility of such damages.

13. Customer's Defaults and Remedies. The following shall be Defaults by Customer under this Agreement: (a) failure to make any payment or perform any obligation under this Agreement; (b) bankruptcy, insolvency, receivership or liquidation, or assignment for the benefit of creditors of Customer or any guarantor of Customer; or (c) sale, or encumbrance to or of Furnishings or the seizure, levy, or attachment of or to Furnishings prior to full payment for the Furnishings. Upon the occurrence of a Default, Workspace Interiors may, at its option and without notice, to the extent permitted by applicable law: (i) declare all amounts payable to be immediately due and payable; (ii) refuse to cause further deliveries hereunder to be made; (iii) immediately terminate this Agreement; or (iv) exercise all of the rights of a secured creditor under the Uniform Commercial Code, including, without limitation, repossession of any Furnishings delivered to Customer. The rights and remedies granted to Workspace Interiors hereunder are cumulative and nonexclusive. The exercise of any right or remedy under this Agreement shall be without prejudice to the exercise of any other rights or remedies provided by law or this Agreement. If Customer shall consist of more than one person or entity, the obligations hereunder of such persons or entities shall be joint and several.

14. Insurance.

a. Workspace Interiors shall procure and maintain at its own expense the following insurance coverage: Workers' Compensation insurance in amounts required by the law(s) of the state in which the installation work is performed; Employer's Liability insurance in amounts not less than $1,000,000 each accident for $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit for bodily injury by disease; Commercial General Liability insurance (occurrence) with a combined single limit for bodily injury and property damage of $1,000,000 each occurrence; $1,000,000 for personal injury liability; and $1,000,000 general aggregate; and Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000.

In the event that Workspace Interiors is installing the Furnishings, Customer shall maintain industry standard commercial liability insurance.

15. Security Interest. Workspace Interiors retains, and Customer hereby grants to Workspace Interiors, a security interest in the Furnishings to secure the purchase price therefore. The Furnishings shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Workspace Interiors shall have all rights and remedies granted by the Uniform Commercial Code.

16. <u>Loss of Funding and Commitment of Current Revenue</u>. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The Customer shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term

of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the Customer incurring any liability to Workspace Interiors as a result of such termination, including early termination charges. If the Customer terminates this Agreement pursuant to this paragraph, Workspace Interiors will have the right to collect and retain payment for services rendered to the Customer through termination date but shall not be entitled to any early termination charges.

17. **No Waiver of Immunity**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WORKSPACE INTERIORS ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE CUSTOMER UNDER APPLICABLE LAW.

18. **Limitations**. THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE CUSTOMER (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, TERMS AND CONDITIONS RELATING TO LIENS ON THE CUSTOMER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE CUSTOMER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.

19. **Miscellaneous.**

a. **Integration; Modifications.** This Agreement constitutes the entire agreement between the parties and shall replace and supersede all prior and contemporaneous agreements, negotiations, and representations between the parties, whether oral or written. Orders placed under this Agreement shall be solely governed by the terms and conditions of this Agreement. Any general terms and conditions of Customer referred to in purchase orders, order confirmations or elsewhere shall be of no force and effect. This Agreement shall only be modified or changed by a written amendment signed by both parties.

b. **Waiver.** The waiver of any breach or provision of this Agreement shall not be a waiver of any succeeding breach or other provision. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

c. **Notices.** All notices, requests, demands and other communications under this Agreement shall be given in writing, effective when mailed, and sent to the mailing addresses set forth on the signature page of this Agreement.

d. **Confidential Information.** "Confidential Information" shall mean all information obtained by one party from the other party that is not generally known to the public and that a reasonable business person would deem confidential. The receiving party will treat Confidential Information as confidential and proprietary and, until two (2) years after expiration or earlier termination of this Agreement, will: (a) use the Confidential Information solely for the purposes set forth in this Agreement; (b) take suitable measures to maintain the confidentiality of the Confidential Information; and (c) not disclose or otherwise furnish the Confidential Information to any third party other than employees or independent contractors of the recipient who have a need to know the Confidential Information to perform its obligations. This paragraph shall not prohibit the customer from complying with Florida's public record laws.

e. **Force Majeure.** Except for Customer's payment obligations, each party agrees that the other party shall not be liable for damages to such party to the extent resulting from a failure to perform if the non-performing party is unable to perform its obligations under the terms of this Agreement because of acts of God, government actions, pandemics, shortage of supplies, strikes, equipment or transmission failure or damage reasonably beyond the non-performing party's control, or other causes reasonably beyond its control, or such other causes reasonably beyond the control of the non-performing party.

f. **Choice of Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

g. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that Workspace Interiors may assign this Agreement to any of its subsidiaries or affiliates at any time, and in connection with the transfer or sale of all or substantially all of its business related to this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

OFFICE DEPOT, LLC

By: _____
Name: _____
Title: Vice President
Date: _____

6600 North Military Trail
Boca Raton, Florida 33496
Attn: Office of the General Counsel

IDEA Florida, Inc

By: _____
Name: _____
Title: _____
Date: _____

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