



STUDIO46

VIDEO PRODUCTION | LIVE EVENT SERVICES


PROPOSAL FOR:

LFUCG - Division of Public Safety

- ▶ QUOTE #: 24-0572
- ▶ PROJECT NAME: LFUCG PUBLIC SAFETY 2024
- ▶ START DATE:

ACCOUNT MANAGER

LANDERS PANNELL

(859) 977-5846 

LANDERS@STUDIO46MEDIA.COM 



Why Studio46?

WE DO IT ALL

Studio46 Media is comprised of three divisions, each focusing on a different aspect of production – video, live event, and creative services – making us a one-stop shop for our clients' creative needs.

TEAMWORK MAKES THE DREAM WORK

Our team of industry professionals – including videographers, editors, writers, live event producers, and FAA licensed drone/UAV pilots have decades of experience on local, regional, national, and international projects. If you dream it, they can do it.

STORYTELLERS

Studio46 Media is passionate about telling stories, and we want to tell yours. Whether it is in the form of an unforgettable video, a high-quality live event, or the perfect marketing collateral, we care about your message and how it is shared with those who need to hear it.

Video Content Production

- ▶ 8K Video Production
- ▶ Editing
- ▶ Graphic Design
- ▶ Live Streaming
- ▶ Aerial Drone Videography
- ▶ 2D/3D Animation

Live Events

- ▶ Audio
- ▶ Video
- ▶ Lighting
- ▶ Staging/Scenic
- ▶ Live Event Management

Creative Services

- ▶ Graphic Design
- ▶ Web Design
- ▶ Marketing
- ▶ Social Media
- ▶ Digital Signage
- ▶ Branding
- ▶ Creative Strategy



605 Blue Sky Pkwy
Lexington, KY 40509

Estimate

LANDERS PANNELL

(859) 977-5846

LANDERS@STUDIO46MEDIA.COM



CLIENT

LFUCG - Division of Public Safety
200 East Main Street
Lexington, KY 40507
US
Phone: 859-258-3103

EVENT DETAILS

Quote #: 24-0572

Project Name: LFUCG PUBLIC SAFETY 2024

Est. Start Date:

QTY	DESCRIPTION	TIME	RATE
Creative Brief			
<p>This project involves creating 1 recruitment video that showcases the excellence of Lexington's Public Safety teams while highlighting the city's beauty and charm. This video will be a 2-3 minute longform video, which will focus on the "Public Safety Family" and the vibrant, safe city they serve. This video will be friendly, energetic, and provide a tourism-like perspective, positioning Lexington as an attractive place to work and live.</p> <p>This quote includes production time to accommodate for any additional footage to be used for future branding or marketing for Lexington Public Safety.</p>			
Pre-Production / Creative Development			
1	Producer	6	Day Rate
<i>Script Writing</i>			
Pre-Production / Creative Development Total:			4,560.00



QTY	DESCRIPTION	TIME	RATE
Production			
2	Production Crew	4	Day Rate
	2-Person Production Crew Capturing B-Roll of Community Events in Half-Day (4-Hour) Increments		
3	Production Crew	6	Day Rate
	3-Person Production Crew - Capturing planned footage for scripted components of a 2-3 minute long-form recruitment video focusing on the "Public Safety Family."		
	Available Equipment for Production Crew: The total amount of equipment that can be used will vary based on the project's crew size and needs.		
	Cameras & Lenses: 4K Canon C200 Cameras, 4K Sony A7iii Camera, 8K Red Ranger Helium Camera, and Cine-Prime & Standard Lenses		
	Lighting: Interview Lighting Kits, Soft-box lights, Punch lights, 3-Point Lighting Kit, Lighting Flags, 8x8 or 10x10 Silk w/Combo Stands		
	Audio: Boom Microphone, Wired and/or Wireless Lavalier Microphones, Field Audio Mixer / Recorder		
	Support / Grip: Tripods, Ronin Camera Stabilizer, Teleprompter, Dolly & Track, Slider, Cine-Crane, Vehicle Mount, Wireless Video Monitoring, Green Screen, and Powered Production Carts		
	FAA Licensed UAV Pilots (2-Person Crew) » Includes filing any necessary paperwork and FAA clearances » Unmanned Aerial Vehicle (UAV)s • DJI Inspire 3 Drone, 8K camera • DJI Inspire 2 Drone, 6K camera • DJI FPV Drone, 4K camera		
Production Total:			26,000.00

Estimate

CONTINUED

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QTY	DESCRIPTION	TIME	RATE
Post-Production			
1	Editor/ Motion Graphics	5	Day Rate
1	Voice-Over		Each
<i>Estimated voice-over cost of \$700 is an approximation and will be billed as actual.</i>			
Post-Production Total:			5,700.00
Logistics & Travel			
1	Travel Will Be Billed To Actual		

SUBTOTAL:	\$36,260.00
TOTAL PRE-TAX:	\$36,260.00
SALES TAX:	\$0.00
TOTAL:	\$36,260.00
TOTAL APPLIED PAYMENTS:	\$0.00
BALANCE DUE:	\$36,260.00

Confirmation

LANDERS PANNELL

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CLIENT

LFUCG on behalf of the
Department of Public Safety
200 East Main Street
Lexington, KY 40507
Phone: 859-258-3103

EVENT DETAILS

Quote #: 24-0572

Project Name: LFUCG PUBLIC SAFETY 2024

Est. Start Date:

LOAD IN	EVENT START	LOAD OUT

CUSTOMER PO	TERMS	DEPOSIT DUE DATE	DEPOSIT TOTAL	TOTAL
	Net 30			\$36,260.00

This Proposal Confirmation (this "**Confirmation**"), dated as of 09/26/2024 (the "**Effective Date**"), is by and between Davis H. Elliot Company, Inc. d/b/a Studio46 Media, a Kentucky corporation, with offices located at 605 Blue Sky Pkwy, Lexington, KY 40509 (the "**Company**") and LFUCG on behalf of the Department of Public Safety, with offices located at 200 East Main Street, Lexington, KY 40507, US (the "**Client**").

By executing this Confirmation of Quote 24-0572, Company and Client acknowledge the Proposal Terms and Conditions (**Exhibit 1**) and agree to enter into the Proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation as of the Effective Date.

DAVIS H. ELLIOT COMPANY, INC.
D/B/A STUDIO46 MEDIA

LFUCG on behalf of the
Department of Public Safety

DATE

DATE

COMPANY SIGNATURE

CLIENT SIGNATURE

NAME / TITLE

NAME / TITLE

1. Services. Company shall provide to Client the services (the "**Services**") set forth herein. Company shall provide the Services (a) in accordance with the terms and subject to the conditions set forth herein; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Company's field; and (e) to the reasonable satisfaction of Client.
2. Estimate. This Proposal was developed based upon information provided by Client. This Proposal is only an estimate of equipment, services, and labor to be provided in connection with the applicable video production and/or live event production (the "Production"). Client will be charged, and is responsible for paying for, the cost of the actual amount of the equipment, services, and labor provided in connection with the Production should it be greater than the amount specified herein. Unless itemized in in this Proposal, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable), which will be charged and due within thirty (30) calendar days from the date Client receives the final invoice.
3. Client's Obligations. Client shall (a) provide Company with access to Client's premises, office accommodation, and other facilities as may reasonably be required by Company for the purposes of performing the Services; (b) respond promptly to any Company request for information or approvals that Company requires to perform the Services, including but not limited to signing off on any scripts and approving any edits of the Production in a timely manner (2 business days or sooner) or it will impact deliverable date.
4. Cancellation. If Client cancels the Services by Company more than thirty (30) days prior to the Production date identified herein, no cancellation charges shall apply except for any expenses actually incurred by Company. Any deposits will be refunded less any incurred expenses. Cancellations received less than thirty (30) days but more than fifteen (15) days prior to the Production date identified herein shall be subject to cancellation charges equal to 50% of the total estimate of charges described on the most recent quote. Cancellations received less than fifteen (15) days but more than 72 hours prior to the Production date identified herein shall be subject to a cancellation charge equal to 75% of the total estimate of charges described on the most recent quote. Cancellations received 72 hours or less before the Production date identified herein, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to 100% of the total estimate of charges described on the most recent quote. Client agrees and acknowledges that the cancellation charges described in this Section are reasonable and appropriate should Client cancel the Services. Cancellation fees, including fees to cover any incurred cost, shall be due immediately upon any such cancellation by Client.

ALL CANCELATION NOTICES MUST BE IN WRITING AND RECEIVED AND ACKNOWLEDGED BY COMPANY BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM MATERIALS ARE REQUIRED FOR THE SERVICES TO BE PROVIDED THEN AN ADDITIONAL CANCELATION FEE WILL BE APPLICABLE AND DUE TO COMPANY REGARDLESS OF THE DATE OF CANCELATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY COMPANY OR ITS AFFILIATES IN PREPARING SUCH CUSTOM MATERIALS PLUS A 15% ADMINISTRATION FEE.

5. Non-Exclusive Agreement. It is understood and agreed that this Proposal does not grant to Company any exclusive business with Client and does not grant to Client any exclusive rights to do business with Company. Nothing in this Proposal prevents Company from marketing, developing, using, and providing similar services to other clients.

6. Fees and Expenses; Payment Terms.

- 6.1. In General. In consideration of the provision of the Services by Company and the rights granted to Client under this Proposal, Client shall pay the fees as follows:
 - (a) Time and Materials. For Services provided on a time and materials basis, Client shall pay fees (the "Fees") calculated in accordance with Company's fee rates as set forth herein.
 - (b) Fixed Price. Where Services are provided for a fixed price, the total Fees shall be the amount set out herein.
 - (c) Change in Scope. Client acknowledges that any changes and/or additions made by Client to the Services herein may increase the total Fees for which Client will be responsible for paying.
 - (d) Expense Reimbursement. Client shall reimburse Company for all reasonable travel and out-of-pocket expenses incurred by Company in performing the Services at Company's actual cost.
 - (e) Labor Rates. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply and are based upon prevailing rates and practices at the venue where the Services are to be performed and the business division providing the equipment and services. Labor estimates were developed based on information provided by Client. All labor calls are subject to minimum charge periods based on local venue rules, servicing division policies, and/or union rules, as they may apply. In the event that an employee works more hours than estimated herein, Client will be billed the appropriate prevailing or premium rate for the additional hours worked.
 - (f) Service Charges. Service Charges are billed in association with the Production. Service Charges are not gratuities that are paid in whole or in part to Company (or other) employees in connection with the Production and amounts comprising Service Charges are not otherwise shared with Company employees.
 - (g) Equipment Rates. Unless otherwise noted, all rates are based upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 a.m. and continuing through 11:59 p.m. Client agrees to pay the rental fees set forth herein for the stipulated period. Any equipment that is used and/or retained by Client for a longer period shall be subject to Company's prevailing rates until the equipment is returned.
- 6.2. Deposit; Final Payment. Client shall make a deposit of 25% of the Fees at the time of signing this Proposal. The deposit received will be credited to the final invoice of the Services. Client shall be required to make full and final payment of all remaining Fees within thirty (30) calendar days from the date Client receives the final invoice of the Services.
- 6.3. Late Payment; Collection. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances, including but not limited to collection fees, filing fees, and court costs.
- 6.4. Taxes. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder except for any taxes imposed on, or with

respect to, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets. Sales tax exempt entities must submit sales tax exemption certificates prior to the Ship Date identified herein.

7. Staff and Subcontractors. Company may engage assistants, employees, independent contractors, and/or subcontractors, at Company's sole discretion, for completing the Services.
8. Equipment.
- 8.1 Equipment Handling. All equipment and related accessories must be handled by Company personnel only. Equipment may not be moved, stored, or serviced by Client or any other party. Client may not operate the equipment unless authorized by Company. Client will incur additional charges if equipment is moved or relocated by Client or any other party. Client agrees that Company shall be permitted free access to the equipment at any time before, during, and/or after the event for purposes of set up, maintenance, and routine checks. Company retains all right and title in and to the equipment and all related accessories.
- 8.2. Damage and Security. Client shall be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Company's negligence. Upon demand by Company, Client agrees to pay company all amounts incurred by Company due to damaged, lost, and/or stolen equipment based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. Additionally, Client shall be responsible for any rental fees incurred by Company while equipment is being repaired and/or replaced. If security is required by Client, or deemed necessary by Company, to protect the equipment during the event then Client shall be responsible for all costs in connection with the provision of security.
- 8.3. Equipment Failure. Company maintains and services its equipment in accordance with the manufacture's specifications and industry practice. Company does not, however, warrant or guarantee that the equipment or services being provided will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Production for any reason whatsoever, Client agrees to immediately notify Company. Company will attempt to remedy the problem as soon as possible so that the Production is not interrupted. Client agrees and acknowledges that Company assumes no responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Production as a result of inoperable equipment or otherwise. Under no circumstances will Company be responsible for any indirect, special, or consequential damages (including, but not limited to, loss of profits, interest, earnings, or use) whether arising in contract, tort, or otherwise in connection with the Production.
9. Intellectual Property.
- 9.1. Ownership of Intellectual Property. Except as set forth in Section 9.2 and 9.3, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this Proposal or prepared by or on behalf of Company in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by Client. Company agrees and will cause its Company personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire,"

Company hereby irrevocably assigns and shall cause its personnel to irrevocably assign to Client all Intellectual Property Rights worldwide in the Deliverables. Company shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

- 9.2. Company's Pre-Existing Intellectual Property. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Company in performing the Services and developed or acquired by the Company prior to or independently of this Proposal (collectively, "**Company's Pre-Existing Materials**") shall be owned exclusively by Company and its licensors. Company hereby grants Client a limited, revocable, non-transferable, non-sublicensable, worldwide, non-exclusive license to use, display, and reproduce any of Company's Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to Company's Pre-Existing Materials are expressly reserved by Company.
- 9.3. Client's Pre-Existing Intellectual Property. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials owned by Client prior to or independently of this Proposal (collectively, "**Client's Pre-Existing Materials**") shall be owned exclusively by Client. Client hereby grants Company a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, display, and reproduce any of Client's Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to Client's Pre-Existing Materials are expressly reserved by Client.
- 9.4. Creation of Content. Company may, as part of its provision of the Services, create photographs, videos, audio files, graphics, or other materials based on the Deliverables, Client's Pre-Existing Materials, or Services provided (the "**Content**").
- 9.5. Publicity License and Release. Client grants to Company a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display the Content and any name, username, or likeness provided in connection with the Content in all media formats and channels now known or later developed without compensation to Client. If Client's name, voice, image, persona, likeness, or performance is included in any Content, Client hereby waives and releases Company from any claim or cause of action, whether known or unknown, for defamation, copyright infringement, trademark infringement, rights of publicity or privacy, or any similar claim arising out of the use of Content in accordance with the license in this Proposal. **Studio 46 is not allowed to use the LFUCG Seal for any advertising or promotion.**
- 9.6. Licensing. Client is responsible for securing any and all necessary licensing agreements to ensure third party Intellectual Property Rights are not infringed by Company in performing this Proposal. Client may request, in writing, that Company handle any and all necessary licensing agreements to ensure third party Intellectual Property Rights are not infringed by Company in performing this Proposal. Client acknowledges that such a request for company to secure any and all necessary licensing agreements for third party Intellectual Property Rights will be an addition to this document and will increase the total Fees for which Client will be responsible for paying.
- 9.7. Third Party Claims of Intellectual Property. Client warrants that, unless agreed otherwise by the parties, it has secured any and all necessary licensing for third party Intellectual Property Rights and that Company will not infringe any third party Intellectual Property Rights in performing this Proposal. Client further warrants that Client's Pre-Existing Materials do not, and will not, infringe any third party trademarks, copyrights, patents, trade secrets, or other intellectual property rights.

If a third party takes action against Company for any infringements of this nature then Client will either defend or settle the claim on behalf of Company. Client will pay all settlement costs, damages, and legal fees and expenses on behalf of Company.

- 10. Indemnification.** To the extent allowable by law Each party ("**Indemnifying Party**") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, awarded against Indemnified Party in a final, non-appealable judgment (collectively, "**Losses**"), relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent, or grossly negligent acts or omissions; or (b) Indemnifying Party's negligence, willful misconduct, or material breach of this Proposal, including but not limited to material breach of any representation or warranty made by Indemnifying Party in this Proposal. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Client.

- 11. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION, COMPANY'S AGGREGATE LIABILITY TO CLIENT UNDER ANY CIRCUMSTANCES SHALL BE STRICTLY LIMITED TO AN AMOUNT EQUAL TO THE ACTUAL FEES PAID TO COMPANY IN CONNECTION WITH THE SERVICES. UNDER NO CIRCUMSTANCES SHALL COMPANY'S LIABILITY EXCEED SUCH FEES PAID BY CLIENT TO COMPANY IN CONNECTION WITH THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS PROPOSAL, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS PROPOSAL, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Company shall be liable for personal injury and property damage caused by the willful or negligent conduct of its employees while on Client property.

- 12. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Proposal, for any failure or delay in fulfilling or performing any term of this Proposal (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control ("**Force Majeure Events**"), including but not limited to acts of God; flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades in effect on or after the date of this Proposal; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; and shortage of adequate power or transportation facilities. The affected party shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay. The affected party shall resume performance under this Proposal as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

13. Miscellaneous

- 13.1. Meals.** Client shall provide meals to all Company employees and/or subcontractors present for the Production as well as the set up and tear down of the Production. If Client chooses not to provide meals then Client shall reimburse Company for all reasonable meal expenses incurred by Company before, during, and after the Production.

- 13.2. Insurance.** Company has or will obtain prior to performing the Services all legally required and industry standard insurance related to its provision of the Services.

- 13.3. Independent Contractors.** The parties are independent contractors, and nothing contained in this Proposal shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

- 13.4. Non-Solicitation.** Client acknowledges and agrees that during the term of this Proposal and for a period of one (1) year following the termination of this Proposal, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce, or influence any of Company's assistants, employees, or contractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit, or otherwise influence any assistants, employees, or contractors of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section, the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, Company may seek injunctive relief or other equitable relief in addition to any other rights and remedies available to it at law.

- 13.5. Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on confirmation page. All Notices shall be delivered by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Proposal, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

- 13.6. Entire Agreement; Order of Precedence.** This Proposal constitutes the sole and entire agreement of the parties to this Proposal with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The parties expressly agree that the Quote provided herein is an estimate and is subject to change.

- 13.7. Assignment.** Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Proposal without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and

- 13.8. No Third-Party Beneficiaries.** This Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Proposal.

- 13.9. Amendment and Modification; Waiver.** The Services, and specifically the Quote herein, may be updated from time to time. Moreover, certain Fees may not be expressly provided for herein. Any update to the Services and Quote will be governed by this Proposal. This Proposal may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No failure to exercise any rights, remedy, power, or privilege ("**Right(s)**") arising from this Proposal shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.

- 13.10** Severability. No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction shall affect any other term or provision of this Proposal or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Proposal so as to effect the original intent of the parties as closely as possible
- 13.11** Governing Law: Submission to Jurisdiction. This Proposal shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Proposal or the Services provided hereunder shall be instituted exclusively in the state or federal courts in Lexington, Fayette County, Kentucky, and each party irrevocably:
- (a) submits to the exclusive jurisdiction of such courts; and (b) waives any objection to such courts based on venue or inconvenience. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- 13.12** Counterparts. This Proposal may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Proposal delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Proposal.