TENNESSEE
SOUNDS PERFECT

[vendor name] and Tennessee Department of Tourist Development

Dates of Service: TBD from bid, within 180 days

Location(s): I-40, Haywood Co., (Solar Farm) Welcome Center

Cost of Service: TBD from Bid

Overview

The Contractor shall design, fabricate, and install one (1) original mural to be displayed on exterior wall located at I-40, Haywood Co., (Solar Farm) Welcome Center, Mile Marker 44, Westbound (the "Site"). The mural shall visually interpret and celebrate music, culture, and the historical legacy of Tina Turner and Sleepy John Estes. The mural design shall incorporate historical narratives, significant community figures, landmarks, and events as well as musically significant points of interest.

Mural Specifications

1. Dimensions: The mural shall be applied to wall surfaces measuring approximately From roof to ground ~14 Feet in height and ~44 feet in width.
2. Surface Condition: The wall surfaces appear to be aluminum, are currently in good condition. The Contractor shall be responsible confirming surface materials in preparing the surface as necessary to ensure the proper adhesion and longevity of the mural.
3. UV Protection: A UV-protectant topcoat may be necessary for areas of the mural that receive direct sunlight for most of the day. The Contractor shall include such protective coating in the bid proposal, if applicable.
4. Access to the building walls: The Contractor shall be responsible for assessing site conditions and shall include in their bid proposal the cost of any necessary lift, scaffolding, or other specialized equipment required for safe and effective access to the mural surfaces. The Contractor shall ensure that such equipment is operated by trained personnel and used in accordance with all applicable safety and regulatory standards.

5. Inclusion of the State's QR Code. The Contractor shall be responsible for incorporating into the final design the State's provided QR Code.

Design Review & Revisions

The Contractor shall provide preliminary artwork renderings for review, and the State shall be entitled to request up to three (3) rounds of revisions to the renderings before final approval. During the final design phases, Contractor shall incorporate the QR codes as provided by the State into the design. Any additional revisions beyond the three (3) rounds may incur additional charges, to be mutually agreed upon in writing via email. Final artwork shall receive written approval via email from the State before production or installation of the mural.

Intellectual Property and Approvals

The Contractor shall retain the copyright and moral rights to the original artwork, subject to the State's non-exclusive, perpetual, royalty-free license to reproduce, distribute, and publicly display the mural and its associated materials for educational, promotional, and archival purposes. The Contractor shall not reproduce or license the work for commercial purposes without the prior written consent of the State. Contractor explicitly waives 17 U.S.C. § 106A in part allowing State to modify, paint, remove, or destroy the mural. State will make all reasonable efforts to ensure that Contractor's attribution is removed prior to any intentional modification to prevent violating 17 U.S.C. § 106A(a)(2). If the mural depicts recognizable individuals, families, or communities, the State will obtain written approvals from the subjects or their families, as applicable, before final approval. The State reserves the right to withhold final approval of the mural or any related content until such permissions have been secured and documented.

Ownership Rights

The State will maintain all intellectual property rights to all materials created by and/or in consultation with Contractor during the course and scope of the Contract Term. Services are a work for hire.

Terms and Conditions

This agreement is additionally subject to the attached Terms and Conditions as set out in the following Attachment.

Terms and Conditions

A. Standard Terms and Conditions

1. Total Purchase Order Amount. In no event shall the liability of the State under this Purchase Order exceed the Total Purchase Order Amount.

2. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Purchase Order. If, upon inspection, the State determines that the goods or services are defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.

3. Modification, Amendment or Change Order. This Purchase Order may be modified only by a written amendment or change order signed by the State and the Contractor.

4. Limitation of Liability. The State shall have no liability except as specifically provided in this Purchase Order. In no event shall the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise. The State's total liability under this Purchase Order or otherwise shall under no circumstances exceed the Total Purchase Order Amount.

5. Limitation of Contractor's Liability. The Contractor's liability for all claims arising under this Purchase Order shall be limited to an amount equal to two (2) times the Total Purchase Order Amount. In no event shall this Section limit the Contractor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

6. Termination for Convenience. The State shall have the right to immediately terminate this Purchase Order, without cause and for any reason, upon written notice to the Contractor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.

7. Subject to Funds Availability. The State's payment of this Purchase Order is subject to the appropriation and availability of State or federal funds. In the event that funds are not

appropriated or are otherwise unavailable, the State reserves the right to terminate this Purchase Order, effective immediately, upon written notice to the Contractor. If the State terminates this Purchase Order due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date.

8. Payment of Purchase Order. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor, under any contract between the Contractor and the State.

10. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract. Contractor does hereby attest, certify, warrant, and assure that it shall not knowingly utilize the services of an unauthorized immigrant in the performance of this Agreement and shall not knowingly utilize the services of a subcontractor who will utilize the services of an unauthorized immigrant in the performance of this Agreement.

12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omission, or negligence on the party of the Contractor, its employees, or any other person acting for or on its or their behalf relating to this Purchase Order. The Contractor further agrees it shall be liable for the reasonable costs of attorneys for the State to enforce the terms of this Purchase Order.

In the event of any suit or claim, the State and Contractor shall give each other immediate notice and provide all necessary assistance to respond. The State's failure to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant

the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

13. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

15. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or

inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

16. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

17. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Purchase Order.

18. Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Purchase Order. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Purchase Order shall

be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

19. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

20. Foreign Adversary Company Attestation. The Contractor attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Contractor is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

21. Entire Agreement. This Purchase Order contains the entire understanding between the State and the Contractor relating to its subject matter, including all terms and conditions of the parties' agreement. This Purchase Order supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Contractor, whether written or oral.

B. Special Terms and Conditions

22. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

23. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

24. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

25. Insurance. For the duration of the Contract, Contractor agrees to the following. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of the Contract. Contractor will pay for and maintain these minimum limits of insurance coverage:

a. Commercial General Liability insurance coverage with limits not less than $1,000,000 per occurrence and in the aggregate,
b. Automobile Liability insurance coverage covering liability arising out of the operation of any vehicle with limits not less than $1,000,000 combined single limit,
c. Workers' Compensation and Employers' Liability in the amount of $1,000,000.

d. Contractor agrees to designate the State as the Certificate Holder of the insurance coverages.
e. Contractor agrees to include the State as an additional insured on the Commercial General Liability and Automobile Liability insurance coverages.
f. Contractor agrees to include an endorsement for a waiver of subrogation for all coverages.
g. Contractor will provide the State with a Certificate of Insurance, and applicable endorsement, evidencing such coverages.