

**PURCHASE ORDER
LEGENDS HOSPITALITY, LLC ("PURCHASER")**

**TO
("VENDOR"):**

[VENDOR]
ATTN: [NAME]
[ADDRESS]
[OFFICE PHONE]
[MOBILE PHONE]
[EMAIL ADDRESS]

P. O. NUMBER: LH[#] _____

P.O. DATE: _____

P. O. EXPIRATION DATE: _____

LOCATION: AT&T Stadium

DEPT: [Department]

PLEASE ENTER THE ORDER FOR THE FOLLOWING GOODS AND/OR SERVICES WHICH WILL BE PURCHASED IN ACCORDANCE WITH THE TERMS, CONDITIONS, PRICES, DELIVERY AND SPECIFICATIONS BELOW AND ATTACHED HERETO.

**SHIP TO/
SERVICE
LOCATION
("PROPERTY"):**

Legends Hospitality, LLC
c/o: AT&T Stadium
ATTN: [NAME]
One AT&T Way
Arlington, Texas 76011

INVOICE TO:

Legends Hospitality, LLC
ATTN: Accounts Payable
One AT&T Way
Arlington, Texas 76011

Provide ALL materials, machinery, and labor for:

[EXPLAIN:

- DETAILS OF TRANSACTION (i.e., PRODUCT PURCHASE, EXACT TYPE OF WORK BEING DONE, IS THE WORK BEING DONE ON BEHALF OF A CLIENT, EXACT LOCATION OF SERVICE, ETC., including any reference to clean up of site, if work is being done on site)
- SERVICE/DELIVERY DATE (I.E., ONE TIME PURCHASE/SERVICE OR REOCCURRING/DURATION)
- COST/PAYMENT TERMS, including any delivery costs, discount terms]

VENDOR shall provide Certificate of Insurance (COI) in compliance with requirements outlined in the Terms and Conditions attached hereto (Section 20) prior to any receipt of product or service commencing at the PROPERTY. Any submissions sent for review and approval via the service website must be completed, at minimum, 48 business hours prior to any receipt of product or commencement of service. If COI is not submitted properly or in accordance with the time restrictions contained herein, no personnel will be permitted on PROPERTY.

* **Vendor Signature** (By signing this purchase order the vendor accepts the terms and requirements herein.)

***Signature:** _____

***Printed Name:** _____

***Date:** _____

BILLING INSTRUCTIONS:

INVOICES TO BE RENDERED IN DUPLICATE.

B/L MUST BE SENT WITH ORIGINAL INVOICES.

Legends Hospitality, LLC

BY: _____

Michael Bekolay
Vice President Operations, Legends Hospitality, LLC
(817) 892-4575

LEGENDS HOSPITALITY, LLC PURCHASE ORDER TERMS AND CONDITIONS

1. THE PURCHASE ORDER: Furnish the items and/or services specified in full accordance with these conditions and scope of work, any conditions printed on the purchase order, and any other attachment made a part of the order.

2. IDENTIFICATION OF ORDER: The purchase order number must appear on all invoices, correspondence, containers, shipping papers, and packing lists.

3. CORRESPONDENCE: All correspondence pertaining to this order must be addressed as follows:

Legends Hospitality, LLC
One AT&T Way
Arlington, TX 76011

4. VARIATION IN QUANTITIES: Except for printing requirements or unless otherwise specified, any variation in the quantities herein called for, not exceeding 5 percent, will be accepted as compliance with the order when caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and payments shall be adjusted accordingly. Quantity variations for printing requirements shall not exceed the stated quantity by more than plus or minus (+ or -) three (3) percent (%).

5. F.O.B. POINT: All shipments are to be FOB per the "Ship To" listed on the purchase order.

6. PACKING LIST: A detailed packing list showing the purchase order number must accompany all shipments.

7. LOSS OR DAMAGE IN TRANSIT: When shipping, delivery by Vendor to a common carrier does not constitute delivery to Purchaser. Any claim for loss or damage incurred during delivery shall be between the Vendor and the carrier. Purchaser accepts title only after receipt at the FOB delivery point. Purchaser shall note all damages on the freight bill. The Vendor shall replace the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of the total shipment and Purchaser will not be inconvenienced because of this shortage, the Vendor may be permitted by the Purchaser to deduct the amount of damage or loss from his invoice, in lieu of replacement.

8. INSPECTION: All items purchased and/or services performed are subject to inspection and rejection upon receipt by Purchaser. Rejected items may be returned at the Vendor's expense or charges paid by Purchaser in returning rejected items shall be reimbursed by the Vendor. Purchaser's count and inspection shall be final and conclusive on all shipments not accompanied by a packing ticket. In addition to its right to return rejected items, Purchaser may notify the Vendor of damages or deficiencies, or non-performance, and if not repaired or corrected by the Vendor within ten (10) days after receipt of notice, or such additional time as may be mutually agreed to by Purchaser and the Vendor, Purchaser shall have the right to correct any damages, defects, insufficiencies or improprieties and do any other work necessary to put the items or specified services in condition for the use intended. The cost of such correction shall be deducted from monies due the Vendor under this order.

9. BILLING INSTRUCTIONS:

- A. Mail your invoice(s) to the "Invoice To" address shown on the front of the purchase order. Invoice in duplicate within 2 days after shipment of material or final completion of services (additional copies of the invoice may be requested on occasion).
- B. Each shipment must be covered by a separate invoice (unless otherwise requested).
- C. Render invoices for returnable containers, stating terms and conditions for return.
- D. Payment term will be NET 30 unless otherwise stated on face of the Purchase Order.

10. DISCOUNTS: Discount time will be computed from date of the delivery to FOB point, or from the date correct invoices are received, whichever is later. Discounts shall apply to the total amount, unless freight charges are itemized separately.

11. TAXES: All taxes are to be itemized.

12. PAYMENTS: Payment to the Vendor will be processed, upon the submission of invoices, at the prices stipulated on the purchase order for items delivered and accepted or services rendered, less deductions, if any. Unless otherwise specified, partial payments will not be made.

13. ASSIGNMENT: The Vendor shall not assign any monies due or to become due under the order without the previous written consent of Purchaser.

14. WARRANTY: Vendor represents the product and any service to be supplied and any of its components shall be commercial grade and suitable for its intended use,

as such and in addition to any other warranty, the Vendor warrants that the items and services delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of one (1) year from the date such supplies are delivered. Extended warranties beyond this period apply when specifically shown on the order. Any attempt to change, add, modify, or delete any warranty provision (including change by use of package labeling or inserts), will not be binding on Purchaser unless it is agreed to in writing.

15. CHANGES: Purchaser may at any time by written instructions make changes, within the general scope of the order, in any one or more of the following: (1) quantity (2) specifications; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost of and/or the time required for the performance of the order, an equitable adjustment shall be made in the order price and/or delivery schedule and the order shall be modified in writing accordingly. Any claim by the Vendor for adjustment under this paragraph must be asserted within ten (10) days of receipt of the notification of change. Purchaser, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the order. Except as otherwise provided, no attempt by either party to waive, change, delete, add or otherwise alter, any term and condition of the order shall be effective unless it is agreed to in writing by both parties.

16. CANCELLATION OF ORDER: Purchaser reserves the right to cancel the order or any part thereof without penalty outside of 10 days of scheduled delivery, or if the Vendor fails to comply with the terms and conditions of the transaction, or fails to fulfill the requirements with promptness and diligence, or fails to make shipment or perform the services within the time agreed upon, except for causes beyond the Vendor's control.

17. ERRORS: In case of error in calculation or typing, the quoted unit price will be used as the basis for correction of the purchase order.

18. CONTROLLING DOCUMENTS: Where applicable, the purchase order is subject to all terms and conditions which comprise Purchaser's request for quotations, unless an exception is taken by the Vendor to which Purchaser has concurred in writing. Purchaser specifically rejects any terms contained on Vendor's quotation form which may be in conflict with the conditions of the request for quotation or applicable statute.

19. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of the order, the Vendor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, national origin, age, disability or veteran status. The Vendor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, sex, color, religion, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20. INSURANCE/INDEMNITY: Vendor must go to legendshm.globalrms.com in advance of any work done on any Purchaser property to submit Certificate of Insurance (CoI) and Declaration of Contractual Commitment in accordance with instructions on the website.

21. SEVERABILITY: The invalidity or unenforceability in particular circumstances of any portion of this PO shall not extend beyond such provision or circumstances and no other provision of this PO shall be affected thereby. If, for any circumstance whatsoever, fulfillment of any provision of this PO, or any other document related hereto, or the exercise of any right or remedy whatsoever contained herein or in any other instrument in connection herewith, shall involve transcending the limit of validity prescribed by applicable statute or law, then the obligation to be fulfilled shall be reduced to the limit of such validity.

22. MISCELLANEOUS: Vendor must provide all necessary tools, supplies, and labor to fulfill the obligations under this Purchase Order (unless specifically stated otherwise on Page 1 of this Purchase Order). Upon completion of work (and at any time prior to completion of work as Purchaser may direct), Vendor MUST remove all tools, debris, trash, etc. from work site and clean area to Purchaser standards under Purchaser direction.

23. PROPERTY LOCATIONS: In addition to the Primary Ship to/Service Property location listed on Page 1 of this PO, all Terms and Conditions, requirements and restrictions contained herein shall apply to the following Property locations: Legends Hospitality, LLC, AT&T Stadium, Cowboys Center, Dallas Cowboys Merchandising, any Dallas Cowboys Pro Shop, any Blue Star Imaging, Radiology and Pain Management office, any Blue Star Land location and any other facility owned or controlled by Blue Star Operations Services, LLC