



*Building Disaster Resilient Communities*

## **PROPOSAL & PURCHASE AGREEMENT**

Kelly Hubbard  
Director  
Santa Barbara County Office of Emergency Management  
4408 Cathedral Oaks Road  
Santa Barbara, CA 93110

September 1, 2023

**Re: *The Red Guide to Recovery - Resource Handbook for Disaster Survivors – Santa Barbara County Edition***

Dear Ms. Hubbard,

Heritage Publishing & Communications, Ltd. is pleased to present you with a proposal and purchase agreement to customize *The Red Guide to Recovery - Resource Handbook for Disaster Survivors* for the Santa Barbara County Office of Emergency Management. The following information details the specifics of our proposal.

Heritage Publishing & Communications, Ltd. proposes to furnish a total of 1,170 copies of *The Red Guide to Recovery - California Edition* in English and Spanish with the following modifications:

1) **Santa Barbara County OEM Edition – (English Edition):**

- Placement of the Santa Barbara County Emergency Management logo on the front cover along with one or two others if desired.
- Placement of an opening statement provided on the page opposite the inside front cover. (200-word limit and 2 rounds of changes)
- Placement of emergency contacts for Santa Barbara County in the phone directory (local utility companies, law enforcement, hospitals, etc.)

2) **Santa Barbara County OEM Edition – (Spanish Language Edition):**

- Placement of the Santa Barbara County Emergency Management logo on the front cover along with one or two others if desired

- Placement of an opening statement provided on the page opposite the inside front cover. (200-word limit and 2 rounds of changes)
- Placement of emergency contacts for Santa Barbara County in the phone directory (local utility companies, law enforcement, hospitals, etc.)

**Book specifications are as follows:**

- Book finished size will be approximately 5.5" x 7.75"
- Cover colors will be 4/4 color process with gloss UV coating on outside covers
- Cover to display logos provided
- Binding will be spiral bound
- Rear cover will include a die cut resource pocket

**Other elements included in the pricing are as follows:**

- Translation costs
- Customization layout and design
- Cover artwork modifications
- Editing
- 2 pre-press proof drafts provided in a PDF format for approval
- Quality control measures and on-press proofing
- Printing
- Bulk box and labor for packaging

**Note:** If logos or artwork have to be recreated or additional proofs are required, editing and layout labor will be billed at a rate of \$125.00 per hour. Adding additional pages, graphics, or other content may increase the printing cost. Proof approvals must be returned to us within 10 days to avoid delays.

**Pricing breakdown:**

620 customized copies in English at a unit cost of \$22.00 each	\$13,640.00
Set-up fee for customization, editing, and proofing	\$850.00
550 customized copies in Spanish at a unit cost of \$30.00 each	\$16,500.00
Translation costs to convert the English Edition to Spanish	\$5,500.00
Set-up fee for re-layout of text, proof reading, and editing time	\$5,000.00
Shipping delivery via ground freight (1,170 books)	\$872.75
<b><u>Grand Total</u></b>	<b><u>\$42,362.75</u></b>

# **STANDARD PROVISIONS**

## **Definitions**

- 1.1 As used herein, the term “Goods” refers to the work entitled *The Red Guide to Recovery*.
- 1.2 As used herein, the term “Parties” refers to both Purchaser and Seller collectively.
- 1.3 As used herein, the term “Protected Marks” shall mean various trademarks, service marks, copyrights, names and designs used in connection with the Goods.
- 1.4 As used herein, the term “Copyright” shall mean the copyright registrations and all other copyrights in and for the Goods.
- 1.5 As used herein, the term “Agreement” refers to this Purchase Agreement.
- 1.6 As used herein, the term “Author” refers to Sean Scott, author and Copyright claimant of *The Red Guide to Recovery*.
- 1.7 As used herein, the term “Heritage Publishing & Communications, Ltd.” is the authorized licensed user of *The Red Guide to Recovery*.

## **Performance of the Parties**

- 2.1 Seller hereby agrees to transfer and deliver to Purchaser the Goods.
- 2.2 Purchaser agrees to accept the Goods and pay for them.
- 2.3 Goods are deemed received by Purchaser upon delivery to Purchaser's address as set forth above.
- 2.4 Purchaser shall have a limited right to examine the Goods upon receipt solely for significant damage to a substantial portion of the Goods and shall have 3 days in which to notify seller of the damaged Goods and either obtain replacement Goods or a credit against the damaged Goods. Such notice must be in writing and specify in detail the particulars, proof, and extent of the damage. Failure to provide such notice and claim within the requisite time period constitutes complete and total irrevocable acceptance of the Goods “as is.”

## **Intellectual Property Rights and Reservation of Ownership**

- 3.1 The Goods are sold for distribution purposes only. No right of reproduction is granted. All intellectual property rights in the Goods are not sold, licensed or otherwise transferred under this Agreement. Seller owns the license to sell and distribute the Goods and the Author owns the intellectual property rights associated with the Goods which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. Even under Article 5 Purchaser has no intellectual property rights in the Goods.
- 3.2 Purchaser agrees to use commercially reasonable means to protect the Goods from unauthorized use, reproduction, distribution, or publication. Seller reserves all rights not

specifically granted in this Agreement. Seller reserves the right to improve, update, or make changes in its offerings of the Goods and its associated information at any time.

- 3.3 The sale herein does not include any right to sublicense nor to print the Goods unless otherwise authorized under Article 5. Additionally, the Agreement or the rights hereunder cannot be assigned by Purchaser without the prior written approval of Seller. Seller can assign its rights under this Agreement without any approval by Purchaser.
- 3.4 Any changes, modifications, additions, improvements, or deletions made by Purchaser, or any persons associated with Purchaser, does not convey any intellectual property rights to Purchaser. Purchaser may not register or attempt to register any portions of the Goods for intellectual property protection.
- 3.5 Additional content or information related to the Goods is subject to assignment and Purchaser hereby assigns, transfers, and conveys to Seller and Author all of Purchaser's right, title, and interest in and to said information and content under this Purchase Agreement.
- 3.6 Purchaser shall not be entitled to use any other copyrighted material of Seller or trademarks, trade names, service marks, or trade dress of Seller, other than the limited right to use the Marks and Copyright specifically associated with the distribution of the Goods, without first obtaining the express, prior written consent of Seller.
- 3.7 Purchaser warrants that they have written permission to use logos, photos, copy or other information that may have been provided to them by any third parties.

### **Seller Representation**

- 4.1 Seller hereby represents, warrants and agrees that it has sufficient rights to grant the rights granted herein and to sell the Goods, and that such grant of rights hereunder are free and clear of any known claims, encumbrances, liens, security interests and rights of third parties.

### **Scope of Use**

- 5.1 Purchaser may distribute copies of the Goods for which the appropriate fees have been paid to Seller.
- 5.2 Purchaser agrees to promptly notify Seller of any unauthorized use of the Seller's Goods, and to render Seller all assistance in connection with any matter pertaining to the protection of Seller's rights and Goods whether in any patent office, trademark office, or equivalent agency or regulatory body. Purchaser agrees to make promptly available to Seller, its representatives, agents, and attorneys the files, records, and other information pertaining to the unauthorized use of the Goods. Purchaser further agrees to protect against any unauthorized use of Seller's Goods provided in electronic format and employ controls to prevent unauthorized copying of the Goods.
- 5.3 The sale herein granted is not intended to be and shall not be construed as an assignment, in part or in whole, of any rights of Seller in and/or to the Authors Marks and/or Copyrights or any other rights in the Goods.
- 5.4 Purchaser shall not remove or obscure any copyright, trademark, or proprietary marks contained in *The Red Guide to Recovery* or associated materials.

## Miscellaneous

- 6.1** The Goods and the information associated with the Goods have been obtained from sources believed to be reliable, but the accuracy and completeness of the Goods is not guaranteed. Although all efforts have been made to provide accurate, up to date information it is possible that the Goods may contain some nonconformities, defects, errors, or omissions. SELLER MAKES NO WARRANTY WITH RESPECT TO THE GOODS; THE GOODS ARE PROVIDED "AS IS." Without limiting the generality of the preceding sentence, Seller does not warrant that the Goods will meet Purchaser's needs or expectations, or that of the end user, that the use of the Goods will be uninterrupted, or that all nonconformities can or will be corrected. Seller is not inviting reliance on the Goods and Purchaser should always verify actual information contained in or associated with the Goods.
- 6.2** Anything herein notwithstanding, in no event shall Seller or Purchaser be liable to the other Party for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either Party has been advised of the possibility of such damages. Seller's aggregate liability, if any, for any and all claims, losses, damages or expenses arising out of this Agreement, whether based in contract, negligence, strict liability, tort, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the purchase price of the Goods provided herein.

## General Provisions

- 7.1** *No Implied Waivers.* The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.
- 7.2** *Severability.* The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.
- 7.3** *Counterparts.* This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.
- 7.4** *Successor and Assigns.* Purchaser shall not assign, sublicense, or transfer Purchaser's rights or delegate its obligations under this Agreement without Seller's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement.
- 7.5** *Equitable Relief.* Purchaser agrees that any breach of this Agreement by Purchaser may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Seller shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.
- 7.6** *Governing Law; Arbitration.* This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be resolved in San Diego County in the State of California.

- 7.7 This Agreement is not enforceable by any third parties and is not intended to convey any rights or benefits to anyone who is not a party to this Agreement.
- 7.8 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No amendment, modification, extension, or cancellation of this Agreement shall be binding on the parties unless mutually agreed to and executed in writing by each of the parties.

**ACCEPTED & AGREED:**

The undersigned acknowledges that the undersigned has read and understands the forgoing Proposal and attached Standard Provisions (the “Agreement”) and having done so hereby agrees to the terms expressed therein. The Standard Provisions shall apply to govern this Agreement whether or not separately initialed by Client.

\*This proposal is valid for 30 days after submission date.

If accepted, please sign and date this proposal and send a check in the amount of \$42,362.75 to:

Heritage Publishing & Communications, Ltd.  
9603 La Jolla Farms Road  
La Jolla, CA 92037

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Accepted by:  
Santa Barbara County OEM

Date:

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Print Name

Title

If you have any questions or comments, please feel free to contact Sean Scott at 858-349-2262.

Sincerely,

Sean Scott  
CEO  
Heritage Publishing & Communications, Ltd.