

LIMITED ASSIGNMENT OF TIPS AWARDED CONTRACT
TERMS AND CONDITIONS OF LIMITED ASSIGNMENT

The following tri-party limited assignment of contract ("Assignment") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a department of Texas Region 8 Education Service Center, a governmental entity, and the Assignor and Assignee identified herein (individually, "Party", and collectively the "Parties") and this Assignment shall exclusively govern the terms of the limited assignment between the Parties. This Assignment is created to transfer to Assignee certain publicly procured contractual rights and obligations afforded to Assignor through its awarded TIPS Contract, identified herein, to permit specific TIPS Sales authorized by the TIPS Specific Project Approval Form and the TIPS Member Acknowledgement.

TIPS Contract(s) Subject to Assignment: (include contract name & number): _____

Trades, Labor, and Materials (Non-JOC) 23010401

Assignor (Awarded TIPS Contract Holder): **The Scarlette Group**

Assignee (Entity Assigned Contract): **Tennessee Window Films**

Assignment Number (Included by TIPS): **23010401-5248**

Effective Date(s) of Assignment: Date of final Party Signature

Termination Date of Assignment (Next Relevant Award Date): **04/30/2026**

Assignment Number (Included by TIPS): **23010401-5248**

TIPS Administration Fee to be Paid to TIPS: **2%**

Payment of TIPS Administration Fee Responsibility: TIPS Vendor Assignor: ☐ or Assignee ☒

Assignor Consideration: **1.5%**

I. Authority. Contracts are a form of intangible property and Texas law permits the assignment of some or all of a party's rights or the delegation of some or all of a party's performance, or both to a third-party. TIPS, as a government entity, publicly procures, evaluates, and awards Vendors ("Awarded TIPS Vendors"). Upon award, Awarded TIPS Vendors enter a contract with TIPS, which controls the legal terms, conditions, limitations, and pricing applicable to TIPS' public entity and non-profit member ("TIPS Member") sales ("TIPS Sales"). The intent of this Assignment is to permit an Awarded TIPS Vendor, Assignor, to delegate and assign limited rights and obligations under its TIPS Contract(s) to Assignee to make TIPS Sales subject to the same legal terms, conditions, limitations, and pricing which apply to Awarded TIPS Vendors' TIPS Sales. ***This Assignment does not qualify Assignee as an individually Awarded TIPS Vendor but does qualify the Assignee to make authorized TIPS Sales under the Assignor's TIPS Vendor Agreement, herein assigned, with written authorization of the TIPS Member.***

II. Prerequisites. No Assignment may be executed without TIPS' confirmation of receipt of the TIPS Member Customer Assignment Acknowledgement Form ("TIPS Member Acknowledgement"). Upon TIPS' confirmation of receipt of the TIPS Member Acknowledgment, prior to the execution of this Assignment, Assignee must provide to TIPS three (3) reference letters which must be: (1) from a customer who has used Assignees services; (2) Signed and on customer letterhead, and; (3) include a date within the 12-months preceding submission to TIPS. While it is preferable that those references are governmental entities, it is not required. Assignment cannot be completed without three (3) customer reference letters meeting these requirements

III. TIPS Member Customer Assignment Acknowledgment Form. No sale by Assignee pursuant to this assignment of contract may proceed until TIPS has received the executed TIPS Member Customer Acknowledgment Form from the intended customer of that specific sale. Any sale made by Assignee pursuant to this Assignment of contract without TIPS' authorization and receipt of the TIPS Member Customer Acknowledgment Form is in violation of this

Assignment and Assignee shall be considered in breach of this Assignment and shall be solely responsible for all resulting claims and damages.

IV. Limited Assignment. Assignor retains all contractual rights and obligations under the identified contract and may continue operating under its assigned TIPS Contract(s) subject to the terms and conditions therein. However, Assignor is temporarily assigning and delegating, limited, non-exclusive rights under the referenced contract to the Assignee for the purpose of performing and completing the TIPS Sale specified herein. Assignor agrees that, with the agreement of TIPS, Assignor has the right to assign and delegate the TIPS Contract(s) and that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner. Assignor agrees that it will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights. Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, to the Assignee.

V. Liability. The Parties agree that Assignee shall be legally responsible for the TIPS Sale made pursuant to this Assignment. Assignee hereby knowingly, expressly releases TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, contractors, successors, and assigns and agrees that TIPS, the TIPS Member, and Assignor shall have no liability for any claims or any alleged act or omission of Assignee or any third-party arising out of the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment.

VI. Supplemental Purchase Agreements or Contracts for Assignee TIPS Sales. Assignee and TIPS Member Customers typically negotiate and enter a direct or supplemental contract, agreement, purchase order, or other similar purchase document, including its own specific terms such as: shipping, freight, insurance, wages, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, alternative dispute resolution, etc. ("Supplemental Purchase Agreement"), which TIPS encourages and expects. TIPS and Assignor are not a party to any Supplemental Purchase Agreements entered into between TIPS Member Customer and Assignee. Assignee accepts and understands that TIPS is not a legal party to the TIPS Sale and Assignee is responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. When Assignee accepts or fulfills the TIPS Sale, Assignee is representing that Assignee has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. The Supplemental Purchase Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, dispute terms, the support requirements, and all other terms applicable to the specific TIPS Sale between the Assignee and the TIPS Member.

VII. Indemnity. Assignee agrees to indemnify, defend, and hold harmless TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, and contractors, successors, and assigns, from and against any and all claims, losses, damages and/or expenses, including, but not limited to damages, judgments, attorneys' fees, expert witness fees, court costs, consequential damages, and costs of settlement arising out of claims related to the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment. TIPS, the TIPS Member, and the Assignor shall not be liable for any claims arising out of alleged violation of any Supplemental Purchase Agreement between Assignee and TIPS Member Customer, any payment or non-payment for any TIPS sales, any alleged defects of goods or services, or any damages to other property or any personal injury. Payment or non-payment for TIPS purchases between TIPS Member Customers and Assignee and inspections, rejections, or acceptance of such purchases shall be the exclusive obligation of TIPS Member Customers and Assignee, and disputes shall be handled in accordance with the terms of the Supplemental Purchase Agreement entered into between Assignee and TIPS Member Customer. TIPS and Assignor are not dealers, subcontractors, resellers, or otherwise in the chain of sale of Assignee's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Assignee's goods and services, should any arise.

VIII. Assignor Assumption of Risk. The Parties intend that Assignee shall be responsible and liable for its TIPS Sales pursuant to this Assignment. However, Assignor agrees that it is voluntarily assigning and delegating

rights and obligations under its awarded TIPS Contract. In doing so, Assignor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless from and against any and all losses, claims, actions, demands, allegations, suits, judgments, damages, costs and expenses, and all other liability of any nature whatsoever, arising out of claims related to Assignee's TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment that may be asserted against Assignor whether rightfully brought or otherwise.

IX. Specific Sale Approval. No TIPS sale may be made by Assignee until authorized by Assignor and TIPS through execution of the TIPS Specific Project Approval for TIPS Vendor Contract Assignment ("TIPS Specific Project Approval Form"). TIPS shall enter the executed TIPS Specific Project Approval Form in the Assignor's file at the TIPS offices as a record of the permitted transaction under this assignment. All "TIPS Specific Project Approval Forms executed by the Parties under this assignment shall be incorporated into this Assignment by reference as if copied verbatim herein. Any sale made by Assignee pursuant to this Assignment without execution of the TIPS Specific Project Approval Form is in violation of this Assignment.

X. Exclusivity. This Assignment is non-exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the approval of TIPS.

XI. Bonding, Insurance, & Member Terms. Payment and Performance or other bonding or insurance requirements of the TIPS Member Customer for an Assignment TIPS Sale are the responsibility of the Assignee. TIPS Members may seek to include state, city, or locally required terms and conditions in the Supplemental Agreement. When applicable, performance bonds, payment bonds, insurance, and specific certifications and local wage rates will be required for labor-required jobs. Assignee will meet the TIPS Member Customer's local and state purchasing requirements.

XII. Specific Sale Survival Clause. The terms and conditions of this Assignment and the assigned contract(s) identified herein shall apply the TIPS Sale by Assignee, which is properly permitted pursuant to the terms and conditions of this Assignment and shall survive termination of this Assignment or the termination of the Assignor's assigned Contract(s) identified herein until completion of the TIPS sale of goods or services by Assignee.

XIII. Termination for Convenience. TIPS reserves the right to immediate termination of this Assignment at will, for cause, no cause, or for convenience, with the issuance of written or electronic notice to the Parties at the email addresses provided in the signature block herein or those otherwise on file for the Parties. This Assignment may be terminated by any Party for cause, no cause or for convenience with ten (10) days written notice to the other Parties. Assignee is not granted rights to assign or delegate and rights or obligations under the assignment to any party or for any purpose.

XIV. Term of the Agreement & Termination for Failure to Propose. This Assignment automatically terminates on the termination date published herein, which is the earlier of the published Award Date of the next published TIPS Solicitation which encompasses Assignees offered goods and services, or April 30th following execution of this Agreement. For example, if Assignee is an HVAC repair Vendor, this Assignment terminates when the next HVAC contract's published award date or April 30th after execution of this Agreement. The termination is automatic, and no notice is required. Any Assignee TIPS sale initiated after this automatic termination is in violation of this Assignment. Assignee is hereby notified that this Assignment is intended to be a temporary facilitation of TIPS Sales. It is the contractual duty of Assignee to contact TIPS upon execution of this Assignment to identify the next upcoming published TIPS Solicitation(s) which encompasses Assignees offered goods or services to which they must submit a proposal in a best effort to obtain TIPS Awarded Vendor status.

XV. Payment of the TIPS Administration Fee. Payment of TIPS Administration Fees, as provided for in the TIPS Contract documents named in Exhibit "A" and identified herein shall be the responsibility of the Party identified in this Assignment. The TIPS Administration Fee is set forth in Exhibit "A" is identified herein. The Party shall pay the designated TIPS Administration Fee to TIPS which is typically a percentage of the total price of the TIPS Sale.

XVI. Separate Assignor Consideration. In consideration thereof, the Assignor acknowledges receipt of the consideration identified herein paid by the Assignee as good and valuable consideration.

XVII. Controlling Terms. Assignee agrees to be bound by all terms and conditions of the named TIPS Contract and shall comply with all applicable federal, state and local law, regulations, and rules. The Assignor's TIPS Contract, the incorporated Request for Competitive Sealed Proposal (RCSP, RFQ, or RFP, herein ("TIPS Solicitation")), and the Assignor's comprehensive response to the TIPS Solicitation, are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor for all TIPS sales made by Assignee pursuant to this Assignment. If all named documents of Exhibit "A" are not properly attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. By signing this Assignment, Assignor expressly authorizes TIPS to release all portions of Assignor's proposal response and TIPS Contract to Assignee including all pricing and documentation whether or not deemed confidential by Assignor. It is the responsibility of each Party to request, obtain, and read, with the assistance of counsel if necessary, each document making up Assignor's TIPS Contract identified herein. The signature of a Party is express confirmation that the signing Party read, understood, and agreed to the terms of the documents making up Assignor's TIPS Contract, whether or not properly included in Exhibit "A."

XVIII. Reporting TIPS Sales. The TIPS Sales made by Assignee pursuant to this Assignment must be reported to TIPS as required by the assigned contract and as instructed by TIPS. Each payment received by Assignee for the TIPS Sale must be reported to TIPS as required by the assigned TIPS Contract.

XIX. Compliance with the Law. Assignor and Assignee agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Assignment.

XX. Entire Assignment. This Assignment constitutes the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

XXI. Severability. If any term(s) or provision(s) of this Assignment are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment, and the remainder of the provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Assignment to be inconsistent with the intent of the Parties hereto.

XXII. Waiver. No waiver of any single breach or multiple breaches of any provision of this Assignment shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

XXIII. Binding Assignment. This Assignment shall be binding and inure to the benefit of the Parties hereto and their respective heirs, and legal successors.

XXIV. Headings. The paragraph headings contained in this Assignment are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Assignment.

XXV. Choice of Law and Venue. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Assignment or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of this Assignment or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

XXVI.Immunity. The Parties agree that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.


XXVII. Member Customer Authority. Because the laws and policies applicable to a TIPS Member purchase vary by public entity type, purchase type, spend amount, fund type, jurisdiction, local policy, and local ordinance, TIPS can never advise an Assignor, Assignee, or TIPS Member whether a cooperative or assignment purchase is viable for any specific customer or sale. Whether to proceed with a TIPS Sale, via Assignment of Contract or otherwise, is always the determination of the TIPS Member, with the Assistance of counsel, if necessary. Assignor, Assignee, and TIPS may offer this public procurement option to TIPS Members but shall not proceed without the written authority of the TIPS Member.

XXVIII. Legality of Assignment. The laws and policies applicable to TIPS permit limited assignment of TIPS Contracts by TIPS. It is up to the Assignor and Assignee to determine whether the Assignment of Contract is permissible under the laws and policies of their jurisdiction and those applicable to the TIPS Sale. TIPS shall not be responsible for failure of Assignor and Assignee to confirm whether Assignment of Contract is appropriate under their laws and jurisdiction and those applicable to the TIPS Sale.

XXIX. Relationship of the Parties. Nothing contained in this Assignment shall be construed to make one Party an agent of another Party nor shall any party have any authority to bind another in any respect, unless expressly authorized by the other party in writing. Nothing herein creates a relationship of employment, trust, agency or partnership between them.

The parties hereto, each acting under due and proper authority, have signed this Agreement.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Charlie Martin
 Signature: 
DA0DB903CEA74E5...
 Title: COO
 Address: 4845 US Highway 271 North
 City, State: Pittsburg, TX
 Zip: 75686 Date: 10/22/2025

Name of Assignor Company: The Scarlett Group
 Printed Name of Authorized Signatory: Jason Scarlett or Tom Ferrentino
 Signature: 
00756868446A442...
 Title: President or Business Deve
 Address: 4091 W Rio Vista Ave Ste B2
 City, State: Tampa, FL
 Zip: 33634 Date: 10/22/2025

Primary Contact Name: Tom Ferrentino

Primary Contact Phone: 445.205.0705

Primary Contact Email: tom@thescarlettegroup.com

Name of Assignee Company: Tennessee Window Films

Printed Name of Authorized Signatory: Yvette Moore

Signature:  1126482A044B496...

Title: Owner

Address: 1809 Francis Road

City, State: Knoxville, TN

Zip: 37909 Date: 10/23/2025

Primary Contact Name: Yvette Moore

Primary Contact Phone: 865.237.0525

Primary Contact Email: ymore033@tenneseewindowfilms.com

EXHIBIT "A"

Exhibit "A" includes:

1. Assignor's TIPS Contract, including Vendor's entire proposal, is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Contract: https://www.tips-usa.com/assets/Vendorspdf/23010401_CONTRACT_Trades_The_Scarlette_Group.pdf

TIPS Request for Proposal: [https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20\(RFP\)%20-%20\(Part%201\).pdf](https://www.tips-usa.com/assets/Commoditypdf/230104%20TIPS%20Request%20for%20Proposal%20(RFP)%20-%20(Part%201).pdf)

If all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A." It is the responsibility of each Party to request, obtain, and read each document making up Assignor's TIPS Contract(s) identified herein. The signature of a Party is express confirmation that the signing Parties read, understand, and agree to the terms of the documents making up Assignor's TIPS Contract(s), whether or not included in Exhibit "A."