



STEIN SIGN DISPLAY

P.O.Box 1237 Watertown, SD 57201
Phone (605) 886-4616 Toll-Free (888) 886-4616 Fax (605) 886-5454
SINCE 1952

Customer Name: City of White

Billing Address:

Job Location: Within the city, near community center.

Project Description: Install custom, single faced 85-7/8"H x 99"W x 26-1/8"D Benchmark foam sign with 3550 Daktronics Message Center. Message center cabinet dimensions: 3'10"x4'9". Full Color. Wireless and Webinar training included.

Purchase Price \$21,944 installed + Sign Permit costs and applicable taxes

1) PAYMENT TERMS:

☐ Payment due upon delivery / pickup / installation

☐ Open Account

☐ 50 % down, balance open account

☐ Other _____

All overdue payments shall bear interest at the rate of 18% per annum.

- 2) **JOB SITE CONDITIONS:** The Purchase Price contemplates that reasonable accessibility for an unassisted rubber tire equipment will be provided to site of installation, including building and foundation, and said site will be in a condition ready to accept installation. The Purchase Price also assumes that below grade soil will be readily workable. If concealed and unexpected excavation conditions are encountered, such as sub-surface water, rock, or pipelines, all costs for such additional work by Seller shall be paid by Buyer on a time and materials basis. Further, Seller shall not be responsible for damage to underground improvements including utilities, pipes, sewer lines, sprinkling systems or any other underground obstructions unless notified of them in writing prior to commencement of the Work.
- 3) **TITLE:** Title to all goods delivered by Seller pursuant to this agreement shall remain in Seller until all sums due Seller under the terms of this agreement have been paid in full. Such goods shall at all times be deemed personal property and shall not by reason of attachment to any realty become or be deemed a fixture or appurtenant to such realty, but shall at all times be severable therefrom, and shall be and remain at all times the property of Seller, free of any claim or right of Buyer, of the person to whose property the property may have been attached or the creditors of either.
- 4) **WARRANTY:** Seller warrants that all services will be accomplished in a workmanlike manner, and that all goods supplied by Seller will function properly for a period of one year from date of delivery or installation. Lamps, ballasts, and transformers that are deemed by the Seller to not function within said time period will be covered under a like material only warranty. Labor, mileage, crane and related installation costs are not covered under this warranty. Warranty does not include vandalism, acts of God, or improper primary electrical current.
- 5) **DEFAULT:** If Buyer fails to pay according to agreed terms as described in Item 1, or fails to perform any other of its obligations, hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Buyer, Seller shall have the right to immediately repossess all goods that it has delivered pursuant to this agreement, without resort to judicial process and without liability for trespass. Repossession shall not require patching, painting, touch up etc. afterwards. Seller's right of repossession includes the right to remove the goods, or disconnect, or otherwise render them unusable. Seller's repossession of the goods shall not deprive Seller of its right to payment, and all additional applicable damages. If Seller places this agreement with a collection or an attorney after default for collection or enforcement, Buyer shall pay all collection costs including reasonable attorneys' fees.
- 6) **MISCELLANEOUS PROVISIONS:** All designs and artwork provided by Seller shall remain the sole property of Seller. Buyer's use of such designs and artwork or any facsimile thereof, beyond their inclusion in the Work, is prohibited without Seller's prior written consent. This document and attachments as noted herein, is a complete integration and final expression of the agreement between Seller and Buyer, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.
- 7) **ELECTRICAL CONNECTION:** The supply and connection of the primary electrical connection to the display(s) is not included in this proposal, and is the cost and responsibility of the Buyer.
- 8) **PERMITS:** The cost for, and the administrative expense to obtain standard permits is included in this proposal. Any additional administrative costs and fees, such as costs associated with variance applications, are not included and will be an additional charge.
- 9) This proposal is valid for 30 days from below date.

Stuart Stein, General Manager

STEIN SIGN DISPLAY _____

DATE _____

CUSTOMER APPROVAL _____

DATE _____