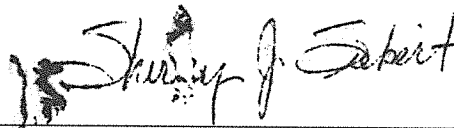


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-18-01 **A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR CITY SIGN PROJECT IN THE NOT TO EXCEED AMOUNT OF \$69,848.00** To The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 18TH day of January, 2018.



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Shirley J. Siebert, City Clerk  
City of Wood Dale  
DuPage County, Illinois

SEAL

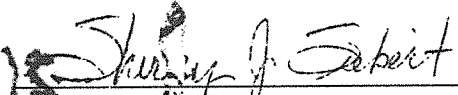


**Resolution #R-18-01**

**A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR CITY SIGN PROJECT IN AN AMOUNT NOT TO EXCEED \$69,848**

Passed: January 18, 2018  
Published in Pamphlet Form: January 18, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of Resolution #R-18-01  
**A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR CITY SIGN PROJECT IN AN AMOUNT NOT TO EXCEED \$69,848**  
passed and approved by the by the City Council of the City of Wood Dale on January 18, 2018 and hereby published in pamphlet form on January 18, 2018.

  
Shirley J. Siebert  
City Clerk

SEAL



**RESOLUTION NO. R-18-01**

**RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR CITY SIGN PROJECT IN THE NOT TO EXCEED AMOUNT OF \$69,848.00**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council previously directed Staff to secure vendors to develop signs for the branding of the City for the benefit of its residents and to aid in economic development; and

**WHEREAS**, the City solicited bids for designs for the City signs, along with the purchase and installation of said signs; and

**WHEREAS**, after a diligent review of the qualifications, experience and references of the various bidders, the City selected a Vendor, Landmark Sign Group, to design, manufacture and install certain City signs, as the successful lowest responsible bidder; and

**WHEREAS**, after diligent review of the qualifications and services provided by Landmark Sign Group the Mayor and the City Council find Landmark Sign Group is the most qualified Firm to perform the sign services sought by the City; and

**WHEREAS**, the Mayor and the City Council seek the Landmark Sign Group to perform the Sign services set forth in the RFP; and

**WHEREAS**, these services are necessary to maintain and promote the image of the City in furtherance of the City's branding efforts; and

**WHEREAS**, the Parties wish to memorialize the expanded scope of duties and the cost thereof in a written agreement in substantially the form set forth in the Agreement attached hereto and incorporated herein by reference as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:**

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 18th day of January, 2018

AYES: ALDERMEN CATALANO, JAKAB, MESSINA, SORRENTINO, SUSMARSKI, E. WESLEY, R. WESLEY AND WOODS

NAYS: NONE

ABSENT: NONE

APPROVED this 18th day of January, 2018

SIGNED: Annunziato Pulice

Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert

Shirley J. Siebert, City Clerk

# Landmark Sign group

7424 Industrial Avenue • Chesterton, IN 46304  
 (219) 762-9577 • (219) 882-2042 • (773) 445-8600  
 FAX (219) 762-4259

## PURCHASE AGREEMENT

Salesman Shaun Ensign  
 Contract# #2  
 Date 12/21/2017

AGREEMENTS MADE BETWEEN LANDMARK SIGN GROUP, INC.  
 HEREIN CALLED SELLER, AND BUYER:

Name of Firm City of Wood Dale Contact Ed Cage

Billing Address 404 N. Wood Dale Rd Wood Dale, IL Phone 630-787-3738  
Number/Street City/State/Zip

Name of Display City of Wood Dale Contact \_\_\_\_\_

Address of Installation 404 N. Wood Dale Rd. Wood Dale, IL Phone \_\_\_\_\_  
Number/Street City/State/Zip

1. SALE: Seller shall, to Buyer's special order and specifically for Buyer's use, construct for and sell to Buyer, and Buyer shall purchase from Seller, the advertising display(s) herein called, "display", in accordance with the terms of this AGREEMENT. At the option of the parties, a design approved and initialed by the parties may be attached hereto in lieu of, or to supplement the specifications set forth herein below.  
 2. SPECIFICATIONS: Design #: \_\_\_\_\_  
 Number of displays \_\_\_\_\_

5	PRICE AND TERMS:	
(a)	Price of display(s).....	\$ 69,848.00
(c)	Sales or Use Tax.....	\$ exempt
(c)	Subtotal.....	\$69,848.00
(d)	Less Down payment (rec'd: <u>50%</u> )....	\$34,924.00
(e)	Subtotal.....	\$34,924.00
(f)	Sign Permits (at actual cost).....	\$ N/A
(g)	Permit Handling Fee.....	\$ N/A
(H)	Balance due upon installation (e.f.g)....	\$34,924.00

Landmark Sign Group to design, fabricate and install the following:

- One (1) double face LED illuminated monument sign w/ push thru copy and logo w/ fabricated bases, top caps, reveals and pole cover and wire mesh w/ double face 10mm full color LED message center w/ cellular broadband communication (5 year plan) mounted into new augured foundations per specs as in RW-23809-1B.
- Fab and mtls for (1) DFIL monument sign...\$17,002
- Fab 10mm D/F LED message center...\$50,046
- Installation: \$2,800.00
- Total: \$69,848

\*Applicable taxes payable under the laws of the state of installation not set forth herein are additional to the quoted price, unless paid directly by Buyer.  
 \*\*Permit costs cannot be predetermined.

All unpaid balances shall bear interest at the rate of (1 1/2%) one and one-half percent per month after thirty (30) days from the date of installation.

BUYER: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ DATE \_\_\_\_\_  
 (Please print name) \_\_\_\_\_  
 TELEPHONE NO.: \_\_\_\_\_

6 UNCONDITIONAL AND ABSOLUTE PERSONAL GUARANTY: WHEREAS, LANDMARK SIGN GROUP, Inc. hereinafter referred to as SELLER is negotiating with \_\_\_\_\_, hereinafter referred to as BUYER, to enter into a purchase agreement for the construction and sale of certain property, and, WHEREAS, to induce SELLER to enter into said contract, \_\_\_\_\_, hereinafter referred to as GUARANTOR, wishes to guaranty any such contract(s). NOW THEREFORE,

a. Guarantor hereby absolutely and unconditionally personally guarantees the prompt payment and performance, when due, of any and every installment and obligation under any contract or contracts entered between the Seller and the Buyer.

b. This guarantee shall include, but not be limited to, any and all sums, late charges, disbursements, costs, expenses, legal fees and any deficiency upon enforcement of collateral which is due and owing to assignee.

c. Guarantor consents that, without notice to, or further assent by guarantor, the obligation of the Buyer under any contract hereby guaranteed may be renewed, extended, modified, prematured, released, settled or compromised by Seller in liquidation, adjustment on bankruptcy or receivership proceedings or the like, as it may deem advisable, and that any security for said indebtedness which Seller may hold be exchanged, sold, released, or surrendered by it, as may deem advisable, without impairing or affecting the obligation of the guarantor hereunder.

d. Guarantor waives any and all notice of the acceptance of this guaranty, or of the creation, renewal, or accrual of any obligations or liabilities of Buyer, present or future, any and every obligation or liability of Buyer to Seller herein described shall conclusively be presumed to be in reliance upon this guarantee. Guarantor waives protest, presentment, demand for payment, notice of default or non-payment and notice of dishonor to or upon Grantor, Buyer, or any other party liable for Buyer's obligations hereby guaranteed.

e. Seller is hereby empowered or authorized upon the occurrence of any of the following events by Buyer or Guarantor to accelerate or declare a default hereunder the balance due without notice or demand on any obligation of Buyer or Guarantor: (1) Default in payment or performance of any and all obligations guaranteed in this guaranty agreement, (2) A petition in bankruptcy being filed, (3) State receivership on assignment for benefit of creditors being filed, (4) Judgement is obtained or writ of attachment being issued, (5) Change of financial or business condition that in the opinion of the Seller will materially impair its security or increase its risk.

f. This guaranty is assignable by the Seller and in the event that the contract between the Seller and Buyer is assigned by the Seller the obligation of the Guarantor under this guaranty agreement shall inure to the benefit of any such assignee.

**\*\*Above monument sign pricing does not include removal of the existing.**

**\*\*All credit card transactions will be subject to a 3% convenience fee**

3. FOR ALL INSTALLATIONS, BUYER SHALL PROVIDE ELECTRICAL SERVICE OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 5 FEET OF THE DISPLAY(S) LOCATION IN ADVANCE OF INSTALLATION DATE. PLEASE SEE ITEM 18, SECTION (b)(c) and (d) UNDER ADDITIONAL TERMS AND PROVISIONS.

4. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller. Customer acknowledges receipt of a copy of this Agreement and waives notification of acceptance hereof by Landmark. THIS AGREEMENT, INCLUDING PARAGRAPHS (7) THROUGH (20) APPEARING ON THE BACK OF THIS PAGE, CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. No modifications of this Agreement shall be binding on Seller unless approved in writing by an OFFICER of Seller. The parties acknowledge that they have carefully read the entire Agreement and fully understand their respective covenants hereunder. This Agreement is made for specifically constructed equipment and when accepted by Buyer and Seller is not subject to cancellation.

ACCEPTED: LANDMARK SIGN GROUP, INC.  
 BY \_\_\_\_\_  
 TITLE \_\_\_\_\_ DATE \_\_\_\_\_

By Annunziato Pulice Guarantor  
 By \_\_\_\_\_ Guarantor

## ADDITIONAL TERMS AND PROVISIONS

7. **LIMITED WARRANTIES & DISCLAIMER:** Seller warrant said property for a period of ninety (90) days after completion and installation against defective workmanship and material on parts and labor. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by the Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if equipment has been subject to abuse, misuse or negligence, accident, vandalism or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than replacement of defective parts and labor.

OTHER THAN THE ABOVE WARRANTY THE SELLER MAKES NO WARRANTY DIRECTLY OR INDIRECTLY OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SUITABILITY, CONDITION OR QUALITY, AND BUYER ASSUMES ALL RISKS AND LIABILITY FROM USE OR SAID PROPERTY. Further, the Seller does not warrant that the property will meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.

8. **CREATION OF SECURITY INTEREST AND PERFECTION:** For the purpose of securing payment and performance of the obligation hereunder, Seller shall have and Buyer does hereby grant to Seller a purchase money security interest in said property. The property and all of the apparatus, appliances, supplies, accessories, and parts attached herein and made a part hereof, together with the proceeds thereof, shall remain the property of the Seller and security for said indebtedness until this contract is paid in full. Buyer warrants any covenants that no financing statement on any part thereof or any proceeds thereof is on file in any public office.

Buyer authorizes the Seller at the expense of the Seller to execute and file on its behalf a financing statement or statements in those public offices deemed necessary to the Seller to protect its security interest in said property without the necessity of the Buyer executing any such financial statement.

Said property shall not be considered to be a part of any realty of fixture by reason of being attached thereto, but shall be considered personal property at all times. If said property is attached to realty prior to the perfection of the security interest granted hereby, Buyer on Seller's demand shall furnish the Seller with a disclaimer or disclaimers signed by all persons having an interest in said realty that may be prior to Seller's interest. Buyers shall notify Seller in writing of any intended sale, conveyance or hypothecation of premises and shall give written notice of the terms and conditions of this security agreement to any prospective purchaser, encumbrance, grantee, of the premises and a copy of such notice to Seller.

If in the event the Seller must remove the property upon default and be compelled to reimburse any encumbrance or owner of the real estate the Buyer agrees to reimburse the Seller for any such sums so extended. Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all property called for in this contract without being deemed guilty of trespass.

9. **INSURANCE:** Seller agrees to maintain public liability insurance in limits of \$500,000 for any persons injured in any one accident and property damage liability insurance in the amount of \$500,000.00. In addition, Seller represents that it carries Workman's Compensation insurance.

Buyer agrees to keep the property insured at Buyer's expense in favor of Seller against fire, theft, and other risks for such amounts as Seller may require with company acceptable to the Seller and to furnish satisfactory evidence of such insurance to Seller upon demand and failure to do so, Seller may, but need not, so insure the collateral Buyer agrees to pay Seller the amount of said expenditures together with interest computed at the annual percentage rates stated herein until paid. In the event of default by Buyer hereunder, Seller may cancel any such insurance. Buyer hereby assigns to Seller any monies which may become payable under or on account of any such insurance, including returned or unearned premiums and directs any insurance company to make payment directly to Seller to be applied to the indebtedness of the Buyer. Buyer hereby appoints Seller as attorney in fact or Buyer to endorse drafts.

10. **TAXES AND USE OF COLLATERAL:** The Buyer agrees to pay promptly when due all taxes and assessments upon the property for its use and operation. Buyer further agrees to keep said property free and clear of any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the property or any part thereof. Buyer will not use the property in violation of any statute or ordinance or any policy of insurance thereon and Seller may inspect such property at any reasonable time or times. Buyer assumes all risk of loss of the property. The property will be kept at the installation address given above until such time as the prior written consent of the Seller is obtained to change the location. Should any loss, damage or injury result to said display from any cause whatsoever while in possession of Buyer or its agents, such loss, damage, or injury shall not relieve Buyer from the obligation to pay for the same according to the terms of this agreement.

11. **ASSIGNMENT:** Customer may not assign this Agreement without prior written consent of Landmark. Buyer hereby acknowledges notice of the intended assignment of Seller's rights under this agreement and in the collateral, together with the simultaneous negotiation or other transfer to such assignees of the instruments hereby secured, all for a valuable consideration and agrees the same can be done without the consent of the Buyer. To induce assignee to pay valuable consideration thereof, Buyer hereby agrees with assignee that: (a) on such assignment and negotiation or other transfer, all right, powers, and remedies of secured party hereunder and under such instruments shall belong to and be exercisable by assignee, and on receipt of notice of such assignment and negotiation or other transfer debtor will tender performance of debtor's obligations hereunder and under such instruments to assignee rather than to secured party and (b) IN ANY ACTION BROUGHT BY SELLER OR SELLER'S ASSIGNEE AGAINST BUYER TO RECOVER ANY SUMS UNDER THIS AGREEMENT OR UNDER SUCH INSTRUMENTS OR TO RECOVER POSSESSION OF THE COLLATERAL BUYER WILL NOT ASSERT AS DEFENSE, COUNTER CLAIM, SET OFF, CROSS COMPLAINT OR OTHERWISE ANY CLAIM, KNOWN OR UNKNOWN, WHICH BUYER NOW HAS OR HERINAFTER ACQUIRES AGAINST SELLER AGAINST SELLER'S ASSIGNEE, EXCEPT TO SHOW THAT BUYER HAS PAID THE TOTAL DOWN PAYMENT SET FORTH HEREIN. DESPITE ANY SUCH ASSIGNMENT, SECURED PARTY SHALL REMAIN LIABLE TO DEBTOR FOR THE PERFORMANCE OR ALL OF SECURED PARTY'S OBLIGATIONS TO DEBTOR, INCLUDING THOSE ARISING HEREUNDER.

12. **DEFAULT:** The occurrence of any one of the following events shall constitute default under this Contract (a) nonpayment when due of any installment of the indebtedness hereby secured or failure to perform any agreement contained herein; (b) any statement, representation or warranty, at any time furnished the Seller is untrue in any material respect as of the date made; (c) Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against the Buyer alleging that such Buyer is judgment against the Buyer; (d) loss, theft, substantial damage, destruction, sale or encumbrance to all or any portion of the collateral or the making of any levy, seizure or attachment thereof or thereon; (e) death of the Buyer who is a natural person or of any partner of the Buyer which is a partnership; (f) dissolution, merger, or consolidation or transfer of a substantial portion of the property of the Buyer which is a corporation or partnership; or (g) the Seller deems itself insecure for any reason whatsoever. When a default shall be existing, the indebtedness of the Buyer and any other liabilities may at the option of the Seller and without notice or demand be declared and thereupon immediately shall become due and payable and the Seller may exercise from time to time any rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Buyer agrees in the event of default to make collateral available to the Seller at a place acceptable to the Seller which is convenient to the Buyer. Seller will give Buyer at least ten (10) days prior written notice of the time and place of any public sale of the collateral or at the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, repairing, preparing for sale and selling shall include the Seller's reasonable attorneys' fees and expenses. Any proceeds of any disposition of the collateral may be applied by the Seller to the payment of expenses of retaking the collateral, including reasonable attorneys' fees and legal expenses and any balance of such proceeds may be applied by the Seller toward the payment of the indebtedness owing the Seller.

No delay on the part of the Seller in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Seller of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this Contract, the term "Buyer" shall mean all parties signing this Contract and each of them, and all such parties shall be jointly and severally obligated thereunder. The neuter pronoun when used herein, shall include masculine and the feminine and also the plural in the event of default by the Buyer under any provisions of the agreement the Buyer agrees to pay for use of Seller a reasonable attorneys' fee in addition to all principal interest and delinquency charges due and owing all without relief from

13. **MAINTENANCE AGREEMENT:** In the event the Seller and Buyer should enter into a separate maintenance agreement for said property, Buyer hereby acknowledges and agrees that it will not assert against any assignee of the Seller any claim or defense the Buyer may have against the Seller arising out of said maintenance agreement which forms no part of this agreement and to which any such intended assignee is not in any way a party.

14. **PERMITS AND VARIANCES:** (a) Buyer shall pay for the initial permit to erect the sign(s) covered by this agreement and all fees for procuring said permits and variances and all subsequent related permits and fees; including cost of registered professional engineering, if required. Seller shall assist Buyer in securing initial permit to the extent that Seller participation in the permit application process is permitted under the governing ordinance where Seller is not permitted to make application for the initial permit as Buyer's agent. Buyer is responsible to engage the services of a licensed electrical contractor or whomever else is permitted to act as Buyer's agent for this purpose. (b) Buyer must provide architects plans, plot of survey, or comparable drawings and renderings indicating property lines, underground utilities, parking areas and such other land use details as may be required to secure a sign permit; (c) Buyer represents it has the authority to authorize the installation of signs at the location specified and that it will grant necessary access to premises as required by Seller to complete installation (and maintenance, if covered) of signs. Buyer agrees to indemnify and hold Seller and Seller agents harmless from any claims arising from and because of the right of access herein granted; (d) Revocation of any permit required for installation and maintenance of Display shall not relieve Buyer from the payment of all sums due in accordance with the terms of this Agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the Display and agrees to indemnify Seller against any claims in connection therewith.

15. **COMPLETION AND PERFORMANCE AND LIMITATION OF REMEDIES:** Seller shall commence the construction of the sign(s) and execute the work thereon with due diligence until completion. Reference completion date is approximate only. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from not war, fire, labor disputes, unforeseen commercial delays, acts of God, laws, regulations of governmental or public authorities, accidents, forces, conditions or circumstances, whether or not similar to the foregoing, beyond its reasonable control. The Buyer hereby agrees the under NO CIRCUMSTANCES WILL THE SELLER BE LIABLE HEREUNDER FOR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE PROPERTY SOLD HEREUNDER OR FOR ANY LOSS OR INTERRUPTIONS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWEVER CAUSED OF THE BREACH OF THE LIMITED WARRANTY AS SET OUT IN CLAUSE SEVEN, THE LIABILITY OF THE SELLER SHALL BE LIMITED TO REPAIRING OR REPLACING THE NONCONFORMING PROPERTY, THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AND NO OTHER REMEDY SHALL BE AVAILABLE.

16. **ALTERATIONS, DEVIATIONS AND DISCREPANCIES:** Any alteration or deviation from the specifications provided herein will be performed only if agreed to by the Seller in writing and all such alterations and deviations will become additional charges over and above the amount due pursuant to this agreement. Any discrepancies between sketches and drawings submitted and specifications provided in this contract shall be governed by the specifications herein. All sizes, dimensions and elevations as shown on sketches are approximate only and are subject to minor plus or minus corrections when engineering drawings are completed, field measurements taken, and full size patterns completed.

17. **ESCALATION:** Unless otherwise specified in this agreement, prices quoted are guaranteed firm by Seller for ninety (90) days only from the date of proposal. Seller reserves the right to charge Buyer for such additional costs for labor and materials, including subcontractor's costs, as may be incurred by Seller in the construction and installation of the sign(s) covered in this agreement during any period subsequent to the ninety (90) day period in which the price is guaranteed.

18. **ELECTRICAL WORK:** (a) Seller will connect sign(s) in a community where Seller is licensed as an electrical contractor. In a community whose ordinances prohibit electrical connection of a sign by a sign erector, Buyer shall retain at its expense an electrical contractor licensed in that community to make the electrical connection to the sign(s).

(b) For building mounted signs, Buyer is to have the service wiring brought through the face of the building within five (5) feet of the sign. For free-standing signs, Buyer is to have service wiring brought to a point within two (2) feet of the base of the sign.

(c) Electric service wiring is to be provided at 110 volt capacity. Service is to be furnished using No. 12 wire with each individual circuit fused at 20 ampere capacity. Buyer is to furnish the number of circuits required, and is to install time switch, distribution panel, meter cabinets, or other similar equipment required.

(d) The sign(s) shall be considered complete pursuant to the terms of this agreement, even if said sign(s) is/are not electrically connected, if Buyer has not complied with the terms set forth in this paragraph at the time Seller is prepared to install the sign(s).

19. **INSTALLATION:** (a) Roofing: Buyer shall obtain written permission from owner of premises to install sign supports on through roof. The cost of any roofing work to be performed, whether or not a necessary requirement to the installation of the sign(s), shall be an additional charge to be paid by the Buyer to the Seller.

(b) Shipping: Shipments of sign(s) beyond a 100 mile radius of Seller's manufacturing facilities at 7424 Industrial Ave., Chesterton, Indiana, shall be charged to Buyer at the rate normally charged by common truck carriers.

(c) Store Fronts: Buyer will provide store front ready for sign installation a minimum of five (5) normal working days prior to agreed completion date, and that Buyer agrees to reimburse Seller for any overtime labor costs incurred because of delays due to Buyer's or interference by other trades. Normal working days shall be 8:00 A.M. to 4:30 P.M., Monday through Friday, exclusive of legal holidays.

(d) Channel Letter and Neon: For installation of transformers it is assumed that sufficient access to and behind wall for working will be provided by Customer. It is also assumed that installation of letters/displays is based on wall surface being common face brick, plywood, plasterboard, etc., but not glass, glazed brick, marble, granite, structural steel, dryvit, or other similar difficult surfaces for drilling of required holes on or through the walls and the walls must be structurally sound and stable.

(e) Site Ready: Unless otherwise specified and provided for, this agreement assumes that grade has a minimum soil content or medium clay and that all digging equipment and/or crane truck can drive up to foundation site without special provisions as in (c) above. Buyer agrees to reimburse Seller for any overtime labor costs incurred because of delays and also any costs incurred if Seller is required to use special equipment and crews to prepare the site for installation. Unless specifically stated in writing to the contrary, Buyer shall provide all necessary reinforcements to the building on which the display is installed. In the event of sub-surface obstacles or obstacles in or behind the walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

(f) Obstructions: Customer is responsible for all federal, state, local, corporate, private, and personal property underground obstructions such as telephone lines, gas lines, fiber optic lines, oil pipes, electric lines, sewers, water mains, gas mains, underground sprinkler systems, foundations, storage tanks, etc. Seller disclaims any responsibility for damage to such underground services not disclosed and detailed in the plans of the Buyer, appropriate utility and/or governmental agency.

(g) Buyer shall inspect the Display immediately upon installation and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation the Display shall be deemed in all respects approved and satisfactory to Buyer.

20. **MISCELLANEOUS:** (a) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives, successors, and assigns.

(b) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(c) If any clause, phrase, provision or portion of this agreement or application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this agreement nor any other clause, phrase, provision or portion hereof nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons and circumstances.

(d) This agreement shall be governed in all respects by the laws of the State of Indiana. The parties agree that any suits with respect to this Agreement shall be brought in the courts of Porter County, Indiana.

(e) No verbal agreement or understanding contrary to any of the terms, specifications and conditions of this agreement have been made.

(f) All headings set forth herein are for descriptive purposes only.

(g) This collateral is being acquired for commercial use.

