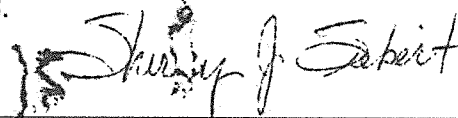


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

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-18-19 **A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR THE INSTALLATION OF SIGNS AT THE METRA TRAIN STATION IN THE NOT TO EXCEED AMOUNT OF \$32,530.00**

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 24TH day of May, 2018.



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

SEAL



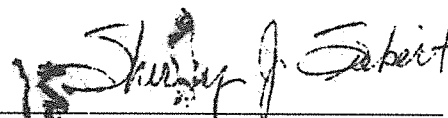
**Resolution #R-18-19**

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR THE INSTALLATION OF SIGNS AT THE METRA TRAIN STATION IN THE NOT TO EXCEED AMOUNT OF \$32,530.00**

Passed: May 24, 2018  
Approved: May 24, 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 **#R-83-10 A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR THE INSTALLATION OF SIGNS AT THE METRA TRAIN STATION IN THE NOT TO EXCEED AMOUNT OF \$32,530.00**

passed and approved by the by the City Council of the City of Wood Dale on May 24, 2018 and hereby published in pamphlet form on May 24, 2018.

  
\_\_\_\_\_  
Shirley J. Siebert  
City Clerk

SEAL



**RESOLUTION NO. R-18-19****A RESOLUTION SEEKING TO APPROVE AN AGREEMENT/CONTRACT  
BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR THE  
INSTALLATION OF SIGNS AT THE METRA TRAIN STATION IN THE NOT TO  
EXCEED AMOUNT OF \$32,530.00**

**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 of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the Landmark Sign Group for the installation of signs; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

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

**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 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 24<sup>th</sup> day of May, 2018

AYES: Alderman Catalano, Jakab, Messina, Susmarak  
E. Wesley, Woods

NAYS: Alderman R. Wesley

ABSENT: Alderman Sorrentino

APPROVED this 24<sup>th</sup> day of May, 2018

SIGNED: Annunziato Pulice

Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk



# PURCHASE AGREEMENT

Salesman Shaun Ensign  
Contract# #1  
Date 03/14/2018

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

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 199 Division St 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 initiated 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 \_\_\_\_\_

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

**One (1) single face sign replacement internally LED illuminated w/ push thru copy and logo w/ with all new retainer system and fabricated alum tube top cap w/ side and top mesh panels to replace existing mechanical screen on mansard roof as in print RW-23809-2A.**

**Fab and mtls for (1) S/F LED illum sign...\$9,485.00  
Installation...\$1,250.00  
Total: \$10,735.00**

**Three (3) single face signs, internally LED illuminated w/ push thru copy and logo w/ fabricated alum tube top cap w/ side and top mesh panels to replace (2) existing METRA roof signs on mansard roof as in print RW-24413-1.**

**Fab and mtls for (2) S/F LED illum signs...\$17,100.00  
Survey & Installation: \$4,695.00  
Total: \$21,795.00**

**\*\*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

5. PRICE AND TERMS:	
(a) Price of display(s).....	\$ <u>32,530.00</u>
(c) Sales or Use Tax.....	\$ <u>exempt</u>
(c) Subtotal.....	\$ <u>32,530.00</u>
(d) Less Down payment (rec'd: <b>50%</b> )....	\$ <u>16,265.00</u>
(e) Subtotal.....	\$ <u>16,265.00</u>
(f) Sign Permits (at actual cost).....	\$ <u>N/A</u>
(g) Permit Handling Fee.....	\$ <u>N/A</u>
(H) Balance due upon installation (e,f,g)....	\$ <u>16,265.00</u>

\*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%) or 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 GUARANTEE. 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 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 contract(s), NOW THEREFORE,

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

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

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

d. Guarantor waives any and all notice of the acceptance of guaranty, or of the creation, renewal, or accrual of any obligations or liability 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 on this guarantee. Guarantor waives protest, presentment, demand for payment, notice of default or non-payment and notice of dishonor to or upon Guarantor.

Attachment: Landmark Signs Proposal Train Station 05 10 18 (R-18-19 : Train Station Signage)



PURCHASE AGREEMENT

Salesman \_\_\_\_\_
Contract# \_\_\_\_\_
Date \_\_\_\_\_

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

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

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_
Billing Address \_\_\_\_\_ Phone \_\_\_\_\_
Name of Display \_\_\_\_\_ Contact \_\_\_\_\_
Address of Installation \_\_\_\_\_ Phone \_\_\_\_\_

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 \_\_\_\_\_

Table with 2 columns: Item description and Price. Includes items like Price of display(s), Sales or Use Tax, Subtotal, Less Down payment, Sign Permits, Permit Handling Fee, and Balance due upon installation.

\*Applicable taxes payable under the laws of the state of installation not
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 1/4%) or
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 GUARANTEE
WHEREAS, LANDMARK SIGN GROUP, Inc. hereinafter referred to as
SELLER is negotiating with \_\_\_\_\_
hereinafter referred to as BUYER, to enter into a purchase agreement to
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
contract(s), NOW THEREFORE,

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

b. This guarantee shall include, but not be limited to, any and all
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 of
guarantor, the obligation of the Buyer under any contract hereby guaranteed
may be renewed, extended, modified, prematurely released, settled,
compromised by Seller in liquidation, adjustment on bankruptcy,
receivership proceedings or the like, as it may deem advisable, and that
security for said indebtedness which Seller may hold be exchanged,
released, or surrendered by it, as may deem advisable, without impairing
affecting the obligation of the guarantor hereunder.

d. Guarantor waives any and all notice of the acceptance of
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
Seller herein described shall conclusively be presumed to be in reliance on
this guarantee. Guarantor waives protest, presentment, demand for payment
notice of default or non-payment and notice of dishonor to or upon Guarantor,
Buyer, or any other party liable for Buyer's obligations hereby guaranteed.

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

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

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: [Signature] Guarantor
ITS: [Signature]
Packet Pg. 18

Attachment: Landmark Signs Proposal Train Station 05 10 18 (R-18-19 : Train Station Signage)

## 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 OF 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 and 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 Sellers 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 on 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 his 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 A 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 hereunder. 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 into a separate maintenance agreement for said property, Buyer hereby acknowledges agrees that it will not assert against any assignee of the Seller any claim or defense Buyer may have against the Seller arising out of said maintenance agreement which is in 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 sign(s) covered by this agreement and all fees for procuring said permit and variance and all subsequent related permits and fees; including cost of registered professional engineering, if required. Seller shall assist Buyer in securing initial permit to erect sign(s) covered by this agreement and all fees for procuring said permit and variance. Seller participation in the permit application process is permitted under the above ordinance where Seller is not permitted to make application for the initial permit as an agent. Buyer is responsible to engage the services of a licensed electrical contractor whomsoever is permitted to act as Buyer's agent for this purpose. (b) Buyer must architect plans, plat of survey, or comparable drawings and renderings indicating pole lines, underground utilities, parking areas and such other land use details as are required to secure a sign permit. (c) Buyer represents it has the authority to authorize installation of signs at the location specified and that it will grant necessary access premises as required by Seller to complete installation (and maintenance, if cover signs. Buyer agrees to indemnify and hold Seller and Seller agents harmless from claims arising from and because of the right of access herein granted; (d) Registration permit required for installation and maintenance of Display shall not relieve Buyer for 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 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 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 riot, fire, labor disputes, unforeseen commercial delays, acts of God, laws, regulator governmental or public authorities, accidents, forces, conditions or circumstances, war or not similar to the foregoing, beyond its reasonable control. The Buyer hereby agree under NO CIRCUMSTANCES WILL THE SELLER BE LIABLE HEREUNDER CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE OF ANY KIND OR NAT CAUSED DIRECTLY OR INDIRECTLY BY THE PROPERTY SOLD HEREUNDER FOR ANY LOSS OR INTERRUPTIONS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWEVER CAUSED OF THE BREACH OF THE LIMITED WARRANTY AS OUT IN CLAUSE SEVEN. THE LIABILITY OF THE SELLER SHALL BE LIMITED 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 deviation from the specifications provided herein will be performed only if agreed to by Seller in writing and all such alterations and deviations will become additional charges 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 show sketches are approximate only and are subject to minor plus or minus corrections if engineering drawings are completed, field measurements taken, and full size set completed.

17. **ESCALATION:** Unless otherwise specified in this agreement, prices quoted 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, in excess of contractor's costs, as may be incurred by Seller in the construction and installation of sign(s) covered in this agreement during any period subsequent to the ninety (90) period in which the price is guaranteed.

18. **ELECTRICAL WORK:** (a) Seller will connect sign(s) in a community where it is licensed as an electrical contractor. In a community whose ordinances prohibit electric connection of a sign by a sign erector, Buyer shall retain at its expense an electric 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 face of the building within five (5) feet of the sign. For free-standing signs, Buyer is to 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 furnished using No. 12 wire with each individual circuit fused at 20 ampere capacity. Buy to furnish the number of circuits required, and is to install time switch, distribution p meter cabinets, or other similar equipment as 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 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 or through roof. The cost of any roofing work 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 normally charged by common truck carriers.

(c) Store Fronts: Buyer will provide store front ready for sign installation a minimum five (5) normal working days prior to agreed completion date, and that Buyer agree reimburse Seller for any overtime labor costs incurred because of delays due to Buyer 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 sufficient access to and behind wall for working will be provided by Customer. It is assumed that installation of letters/displays is based on wall surface being common brick, plywood, plasterboard, etc., but not glass, glazed brick, marble, granite, stucco, steel, dryvit, or other similar difficult surfaces for drilling of required holes on or through 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 dig equipment and/or crane truck can drive up to foundation site without special provisions; (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 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 installed. In the event of sub-surface obstacles or obstacles in or behind the walls, parties agree to adjust the extra installation costs based on Seller's additional cost.

(f) Obstructions: Customer is responsible for all federal, state, local, county, municipal, and personal property underground obstructions such as telephone lines, gas fiber optic lines, oil pipes, electric lines, sewers, water mains, gas mains, underground sprinkler systems, foundations, storage tanks, etc., Seller disclaims any responsibility 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 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, 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 right 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 to the to any person or circumstance shall be invalid, or unenforceable under applicable law, it shall not affect, impair, or render invalid or unenforceable the remainder of agreement nor any other clause, phrase, provision or portion hereof nor shall it affect application of any clause, phrase, provision or portion hereof to other persons or 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.

Attachment: Landmark Signs Proposal Train Station 05 10 18 (R-18-19 : Train Station Signage)