



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

Proposal #: 23710

Proposal Date: 11/12/20  
Customer #: CRM009893  
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SOLD TO:	JOB LOCATION:
VERGAS MUNICIPAL LIQUOR STORE 111 WEST MAIN ST VERGAS MN 56587	VERGAS MUNICIPAL LIQUOR STORE 111 WEST MAIN ST VERGAS MN 56587  REQUESTED BY: JULIE

SCENIC SIGN CORPORATION (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #27829 RECEIVE/FABRICATE/INSTALL 4'5"X 5'3" D/F WATCHFIRE 10MM RGB DISPLAY: 2" PAINTED STEEL SQUARE TUBE FRAME, REMOVE TOP CABINET. (2) 5.25"x 4'2" S/F PAINTED ALUMINUM PANEL WITH WHITE VINYL. REPAINT POLES BLACK. NO ELECTRICAL DISCONNECT/HOOK-UP INCLUDED IN QUOTE.	\$36,395.00	\$36,395.00
1	QUOTE #27830 RECEIVE/FABRICATE/INSTALL 4'5"X 5'3" D/F WATCHFIRE 8MM RGB DISPLAY: 2" PAINTED STEEL SQUARE TUBE FRAME, REMOVE TOP CABINET. (2) 5.25"x 4'2" S/F PAINTED ALUMINUM PANEL WITH WHITE VINYL. REPAINT POLES BLACK. NO ELECTRICAL DISCONNECT/HOOK-UP INCLUDED IN QUOTE.	\$42,325.00	\$42,325.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER.

THIS PRICE DOES NOT INCLUDE PRIMARY ELECTRICAL SUPPLY AND CONNECTION. PERMIT AND ENGINEERING FEES AS REQUIRED BY GOVERNMENT WILL BE ADDED AT ACTUAL COST PLUS PROCUREMENT FEE. SALES TAX WILL BE ADDED ON PRODUCTS PICKED UP AT OUR PLANT, INSTALLED BY OTHERS AND SOME ITEMS DEEMED "REMOVABLE" BY STATE LAW (BANNERS, VINYL APPLICATIONS, ETC.) TAX WILL BE CHARGED TO EXEMPT ENTITIES UNLESS A "CERTIFICATE OF EXEMPTION" IS PROVIDED AT THE TIME OF CONTRACT EXECUTION.

A FEE FOR DISPOSAL OF HAZARDOUS WASTE CONTAINED IN SIGNS AND MATERIALS REMOVED FROM CUSTOMER'S PROPERTY WILL BE ADDED TO THE FINAL INVOICE.

SLOAN LED WARRANTY: OUR PREFERRED LED PRODUCT LINE IS SLOAN BRAND. SLOAN "PRISM 24" (CHANNEL LETTERS) AND "SIGNBOX 3" (CABINET SIGNS) LEDS ARE WARRANTED FOR TEN (10) YEARS PARTS AND LABOR, SLOAN POWER SUPPLIES ARE WARRANTED FIVE (5) YEARS PARTS AND LABOR, SLOAN BORDER LIGHTING PRODUCTS (LEDSTRIPE, COLORLINE, FLEXIBRITE) ARE WARRANTED FIVE (5) YEARS PARTS AND LABOR. SEE SECTION 3 BELOW FOR OUR STANDARD WARRANTY ON ALL OTHER PRODUCTS AND SERVICES.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

### TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby.
2. A. The company agrees to secure all necessary governmental permits. The purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the display or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.
2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.
2. C. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED; ADDITIONAL CHARGES WILL BE INCURRED IF THESE CONDITIONS EXIST.
2. D. ALL PRIVATE UNDERGROUND UTILITIES IN THE AREA OF EXCAVATION ARE TO BE MARKED BY THE CUSTOMER, AT THEIR EXPENSE, PRIOR TO EXCAVATION. SCENIC SIGN CORPORATION SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES RELATED TO THE STRIKING OF ANY UNMARKED PRIVATE UTILITIES, OR DAMAGES TO ANY PERSON, BUSINESS OR PROPERTY AS A RESULT OF THIS EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRICAL, IRRIGATION, GAS, SURVEILLANCE OR ANY OTHER UNDERGROUND UTILITY.
3. Company warrants the display against defective workmanship in construction and assembly for one (1) year from date of shipment or installation, if installation is made by Company. Additionally, Company will replace defective components manufactured by others for one (1) year from date of shipment or installation by Company, unless specifically stated otherwise, for normal labor and travel charges only. Any part found by Company to be defective due to faulty workmanship or materials, if returned prepaid, within the warranty period, will be repaired or replaced f.o.b. point of production. Company shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Company must be informed immediately or the provisions of this warranty are voided.
4. Any items not shipped or installed on or before 60 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice per above items. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the display commencing at the end of said 60-day period. Company, at its option, may invoice each item

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called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 60 days after completion. In the event that size and weight of any item prohibits storage by Company on its own property, Purchaser must make arrangements for shipments immediately upon completion.

5. Payment for items purchased under the terms of the contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, thirty (30) days from invoice date, at the rate of one and one half percent (1½%) per month. In the event this contract is placed for collection or if collected by suit or through any Court, reasonable attorneys' fees shall be added.

6. All applicable taxes payable under the laws of the State of Minnesota will be added when required. Taxes due in other states may be additional as noted in the specifications section of this document. In "real property" installations (free standing and wall signs for example) sales tax is included, in "tangible" installations (temporary or interior signs) sales tax will be added as required by Minnesota state tax law.

7. Company will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control.

8. Title to all unincorporated materials and property covered by this contract shall remain in and be the property of the Company until the purchase price is paid in full. The Company reserves the right to enter any job site and reclaim all materials or property used or intended to be used in this construction of said equipment in the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable in accordance with terms of this contract. The Company retains a security interest in the materials and equipment whether or not incorporated into a project or realty until the Company has been paid in full, notwithstanding the manner in which the personal property has been annexed or attached to the realty. The Purchaser agrees to execute appropriate Commercial Code forms to provide to the Company a Perfected security interest.

9. It is agreed that this contract shall be construed according to the laws of the State of Minnesota.

10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such agreement or understanding, if any, is specifically incorporated here by reference.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_