



May 1, 2014

PROPOSAL

Diane Stoddard
City of Lawrence
Lawrence, KS 66044

Star Signs LLC respectfully submits this price quote for a 60 sq ft sign at Venture Park w.o. rock or stone.

TO PROVIDE:

- Produce & install excavation for concrete footings, concrete base & mowpad, aluminum cabinet & FCO letters & logo for (1) double faced 4'-8" x 12'-8" monument sign. Rock landscaping is by the city. Includes excavation, concrete footing & mowpad for the sign. Does not include any ground light illumination. The sign is double sided. Assumes placement of sign will be on fairly level flat ground after city subcontractor bring in backfill dirt & tamps down to proper PSI pressures. All the rock can be in place prior to starting the sign base.

Price Includes:

- Using client supplied vector art files, requiring no conversion
- in-house fabrication, finishing & installation of all signage described here.
- Fabrication & installation of one double sided stone monument sign.
- sign permit & procurement time, but not a variance if one is required

Price Excludes:

- engineering stamps on shop drawings
- primary wiring, trenching, conduit, spot lights or flood lamps, rock boulders or stone or backfill .
- additional art dept time to convert incompatible files if none are supplied to us.
- sales taxes or use tax; need confirmation if this site has a special use tax rate.
- if water, rock or other underground obstructions/utilities are encountered during excavation, additional charges will incur
- Rush charges or known specific delivery or shipping date

NOTE: these prices are based on the complete project, if scope is reduced, some items may be re-priced. Pricing is good for thirty days from this date.

Subtotal

One 60 sq ft monument sign, installed without taxes:.....\$ 16,950.00
 With taxes if applicable, (a close guess of the true tax)\$ 18,459.00
 We require a 50% deposit : \$ 8,475.00

Sales tax will be added to final invoice if a tax exempt certificate is not provided to us.

To authorize agreement to these terms and conditions, sign & date below and forward back to Star Signs.

Michael Schmidt
Star Signs LLC

Customer approval
Date:_____

Terms:

Due to custom nature of this project, we require a 50% deposit and we may submit progress bills for stored and completed materials.

*Signing of this contract constitutes knowledge of and agreement to Star Signs, LLC's "Additional Terms and Conditions" set forth herein.

Please sign and date both copies of the proposal and return one signed copy to us indicating your approval to proceed. Thank you.

**Star Signs LLC
Additional Terms and Conditions**

This proposal is made for custom manufactured signage and digital displays and when accepted is not subject to cancellation. Star Signs LLC (herein after referred to as Star Signs) shall not be responsible for errors in plans, designs, specifications or drawings furnished by purchaser or for defects caused thereby.

1.0 Taxes

All applicable taxes payable under the laws of the State into which the property is to be delivered or installed shall be added to the price quoted; unless such tax is paid directly by purchaser or project is tax exempt (tax exempt certificate is required).

- Sales tax applicable
- Tax Exempt -- Please provide exemption certificate
- W-9 Form - customer to fill out and attach to signed contract.

2.0 Contract Terms

- COD
- 50% deposit with balance due upon completion
- UCC Filing form -- attach form if applicable.

3.0 Permits & Owner/Landlord Approval

- A. If so contracted, Star Signs agrees to procure and pay for all necessary sign permits for installation of this sign; excludes building or electrical permits.
- B. Purchaser agrees to procure written approval from the building owner(s) and/or others whose permission may be required for the installation of this sign (unless otherwise agreed);
- C. The purchaser also assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises.
- D. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the sign.

4.0 Electrical

- A. All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be provided by purchaser. Primary electrical to be properly fused and installed at the sign base or through wall prior to installation of sign. Any electrical hookup after the sign has been installed is at the expense of purchaser.

5.0 Limited Warranty

Star Signs, LLC (Star) warrants to the end-user customer that the products supplied by Star will be free from defects in material and workmanship for one year from the date of delivery.

- A. Star's limited warranty covers only those defects resulting from normal use of the product and does not cover any other problems, including those that arise from (i) improper maintenance or modification; (ii) software, media, parts or supplies not provided by Star; (iii) operations outside of the product's specifications; or (iv) unauthorized modification or misuse.
- B. All electrical components carry the manufacturer's warranty only.

STAR SIGNS, LLC

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- C. *Warranty covers replacement parts only, not labor to inspect, remove or replace parts. Labor costs for warranty work are no charge for a period of sixty (60) days after installation. Any warranty work performed after sixty (60) days will be full charge on labor, with parts only being warranted.*
- D. Items manufactured by Star Signs, but not installed by same, are guaranteed to be free of defects in materials for a period of twelve (12) months from date of shipment. Warranty covers replacement parts only. This guarantee does not cover labor to inspect, remove or replace parts or lamps, or breakage of lamps. Labor costs are subject to same provisions as in 5.0.C. above.
- E. Whenever there are any circumstances on which a claim might be based, Star Signs must be notified within five (5) business days of shipment or installation, otherwise the provisions of this warranty are void.
- F. This guarantee is void in case of negligent use or misuse; repair, alteration or disassembly by unauthorized personnel; operation by improper voltage or current; or use contrary to installation or operating instructions.

Limitations of Warranty

TO THE EXTENT ALLOWED BY LOCAL LAW, NEITHER STAR NOR ITS THIRD PARTY SUPPLIERS MAKES ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, COVERING MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Delays

- A. Star Signs will not be responsible for delays in shipments caused by delays created by suppliers or transportation services, nor by labor disputes or due to any other circumstances beyond the control of Star Signs.

7.0 Payment Terms/Conditions

- A. Payment for items purchased under the terms of this contract are due within 14 days of the invoice date unless otherwise noted on the invoice. In the event payment is not made as agreed, purchaser agrees to pay a service charge on past due amounts at the rate of 1 1/2% per month. Should said invoice not be paid within sixty (60) days from invoice date, a lien may be filed against purchaser's property, or against the property on which the sign purchased is located. In the event that this contract is placed for collection or if collected by suit or through the Probate or Bankruptcy Court, purchaser agrees to pay all reasonable attorney's fees and collection costs..
- B. Title to all materials and property covered by this contract shall remain to Star Signs and shall not be deemed to constitute a part of the realty to which it may be attached until such time as the purchase price is paid in full.
- C. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract. If contract terms or agreement changes, a signed addendum or change order must be specifically incorporated understanding unless such other agreement or understanding is specifically incorporated into original contract by a signed addendum or change order.

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