



**National Signs**

# BUSINESS AGREEMENT

ISSUE DATE: 11-07-08

<b>AN AGREEMENT BETWEEN NATIONAL SIGNS, LTD. (SELLER) AND:</b>	City of Angleton	(Buyer)
<b>PROJECT NAME:</b>	CITY OF ANGLETON	
<b>AUTHORIZED REPRESENTATIVE:</b>	Greg Smith, City Manager	<b>PHONE:</b> 979-849-4364 x-312
		<b>FAX:</b> 979-849-5561
<b>BILLING ADDRESS:</b>	121 South Velsco / Angleton, TX 77515	
<b>JOB LOCATION:</b>	121 South Velsco / Angleton, TX 77515	
<b>NSL ACCOUNT EXECUTIVE:</b>	Patton King	


**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**  
New LED Message Center

**Full Color LED Message Center:** **Investment: \$33,524.00**  
 Provide and install (1) double face 3'-4" x 7'-0" 19mm Full Color LED Message Center with 48 x 96 lamp matrix. Message Center is installed on a single 6" schedule 40 steel pipe column, set in a 24" diameter x 5' deep concrete pier.

**Notes: This price does not include provision of primary electrical service to the sign location. This price does not include a desktop computer.**

Included in this proposal are the following:

- Five year warranty including parts and labor on all items required for the LED sign to remain fully operational with no exclusions.
- Installation of initial software and upgrades for five years
- Installation of all communication devices
- Software with over 250 easy to use clip art and animation files
- Five year technical support on-site and off-site



**A 60 month lease is available on this LED unit for \$728.89/month**  
 With lease option, only 1 month deposit is required plus 1 month in advance.

<b>ALL WORK TO COMPLY WITH NSL DRAWING #:</b>	NS08 12063 REVISION B	<b>DATED:</b>	11-07-08
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**We propose hereby to furnish material and labor in accordance with above specifications for:**

<b>INVESTMENT:</b>	<b>\$33,524.00</b>	<b>SALES TAX:</b>	<b>Exempt</b>	<b>TOTAL:</b>	<b>\$33,524.00</b>	<b>DEPOSIT:</b>	<b>\$16,762.00</b>
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Investment amount to remain in effect for 30 days from the date this agreement was issued. After 30 days, the Investment amount is subject to change based on market conditions.

Deposit due upon acceptance of this proposal with Balance due upon completion in accordance with the General Terms and Conditions hereof. Completion will be deemed to have occurred at such time as Buyer executes the Completion Certificate.

*Client agrees that the entire contract amount or remaining balance is due upon completion of project. If National Signs does not receive payment, Net 30 Days from date of Installation, National Signs has the authority to deem the Warranty as NULL & VOID and forfeited by the client.*

**WHEN / IF REQUIRED, PERMITS ARE EXTRA AT COST PLUS \$350.00 PROCUREMENT FEE.**

### General Terms and Conditions

- ELECTRICAL CONNECTIONS.** *Post-installation* visit(s) related to electrical connectivity will be at the Buyer's specific request and will be conducted at the Buyer's expense. Moreover, it is understood and agreed that Buyer is to furnish all primary electrical service required, connection thereof, and / or switches or other controls at Buyer's own expense. It is understood that final hookup will be completed at the time of installation provided that the circuit(s) is ready. In the event that the connection is not yet available, additional charges related to a return visit for the purpose of completing the hookup will ensue. Buyer further acknowledges that Seller is entitled to payment as per this agreement upon completion of services and/or installation regardless of electrification or connection status and such payment will in no way be withheld or otherwise detained due to a lack of power or other connection.

Drawing #: NS08 12063  
 Job Name: City of Angleton

CLIENT INITIALS:



## BUSINESS AGREEMENT

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2. **TAXES.** Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.
3. **DELIVERY.** Unless otherwise noted, Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. When any other than Seller's regular method of shipment is used, terms shall be F.O.B. Seller's premises. Special handling charges by carrier shall be paid by Buyer. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.
4. **DELAYS.** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control.
5. **CONDITIONS.** All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.
6. **NONCONFORMITY.** All materials made by Seller are to be inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Seller, Buyer shall not return the goods, but shall notify Seller immediately, stating full particulars in support of his claim, and Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
7. **CANCELLATION.** An order once placed with and accepted by Seller can be canceled only with Seller's consent and upon terms that will indemnify against loss by Seller.
8. **INDEMNITY BY BUYER.** Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Seller arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the merchandise sold to Buyer by Seller. Buyer will further indemnify, hold harmless, and defend Seller from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of this Agreement. Without limitation of the foregoing, Buyer agrees to indemnify and hold the Seller harmless from and against any liability for loss, damage, or injury to person or property in any manner arising out of the electrical connections and / or switches supplied by Buyer hereunder and from drilling for piers and / or foundations, including but not limited to damages to landscaping, sewer lines, gas lines or any other underground obstacle. The indemnity of Buyer herein shall apply regardless of any cause or any fault or negligence of Seller, Seller's agents, successors, assigns, employees, or otherwise.
9. **CLAIMS.** Claims for defective merchandise, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer, unless made in writing within one year after installation.
10. **SELLER'S RIGHT OF POSSESSION.** Until full and final payment is received by Seller, all merchandise delivered by Seller to Buyer shall be the sole property of the Seller and shall not, by reason of any connection to realty, be deemed to be any fixture or appurtenance to realty and shall be severable therefrom. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, to recall goods in transit and retake same, and to repossess and remove all merchandise delivered to Buyer, with out the necessity of taking any other proceedings. Buyer consents that all such merchandise may be so recalled, retaken, or repossessed. Buyer specifically acknowledges and agrees that all such merchandise is and shall remain the Seller's absolute property until full and final payment is received by Seller. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller because of any default of Buyer under the Uniform Commercial Code as in force and effect in the State of Texas or any other applicable jurisdiction on the date of the signing of this Agreement.
11. **WARRANTY.** Subject to and contingent upon the full and timely performance by Buyer of all terms and conditions hereof, including full and timely payment of all invoices, Seller guarantees all original work performed under this Agreement against defective materials, parts and workmanship for a period of one (1) year from the date of installation, save and except any incandescent or fluorescent lighting which are specifically excluded. Seller's obligation with respect to such products or parts shall be limited to replacement or repair F.O.B. Houston, Texas, and in no event shall Seller be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products or parts. **NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY SELLER, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.**
12. **TERMINATION UPON DEFAULT.** Upon the happening of any one or more of the following events, Seller shall forthwith have the unrestricted right to cancel and terminate this Agreement without cost or liability to the Seller: (1) Buyer's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Buyer; (3) institution of legal proceedings against Buyer by creditors or stockholders; (4) appointment of a receiver for Buyer by any court of competent jurisdiction; or (5) the breach by Buyer or any of the terms of this Agreement.
13. **ACCEPTANCE.** This is not a firm offer and may be changed or revoked at any time before execution. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be changed or modified orally.
14. **SETOFF.** Any claims of Buyer against Seller relating to this Agreement shall be subject to setoff or counterclaim of Seller arising out of this or any other agreement with Buyer.
15. **MARKETING APPROVAL.** Buyer agrees to allow Seller to produce and use photographs, drawings, descriptions or likenesses of product and their location in any marketing, advertising or promotional materials in all media.
16. **LIMITATION OF REMEDY.** Seller shall not be liable in any case for incidental or consequential damages of any nature. It is acknowledged that the items sold are not so unique or the circumstances such that either party shall be entitled to the remedy of specific performance.
17. **GOVERNING LAW.** This Agreement is made in Houston, Harris County, Texas, and shall be governed by the laws of the State of Texas. Buyer consents to the jurisdiction of any state or federal court sitting in Houston, Harris County, Texas, and the parties agree that Houston, Harris County, Texas shall be the sole and exclusive venue for any litigation brought with respect to matters arising under or relating to this Agreement and that venue shall be proper in any such court to the exclusion of the court in any other county or state. The Buyer further agrees that such designated forum is proper and convenient. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.**
18. **ENTIRE AGREEMENT.** This Agreement and related attachments and drawings constitute the sole and entire agreement between the parties hereto with regard to the subject matter hereof. No course of prior dealings between the parties and no usage of the trade shall be relevant or admissible to supplement, explain, or vary

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any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No other representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only by an instrument signed by the parties or their duly authorized agents.

- 19. **SUPPLEMENTARY INFORMATION.** Any specifications, drawings, notes, instructions, engineering notices, or technical data specifically referred to in this Agreement shall be deemed to be incorporated herein by reference as if fully set forth.
- 20. **ATTORNEY'S FEES.** Should the services of an attorney become necessary in connection with enforcing the provisions of this Agreement, the Buyer agrees to pay a reasonable attorney's fee together with all costs and expenses incident to the enforcement of its provisions.
- 21. **FURTHER ASSURANCES.** Each party to this Agreement agrees to perform all further acts and to execute and deliver all further documents, which may be reasonably necessary to carry out the provisions of this Agreement.
- 22. **SEVERABILITY.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected, and in lieu of such unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms as may be valid and enforceable.
- 23. **COUNTERPARTS; FACSIMILE SIGNATURE.** This Agreement may be executed in any number of counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes. Each party agrees to accept the facsimile signature of the other party to this Agreement as evidence of the execution and delivery of this Agreement. Such facsimile signature will be deemed to be binding upon the party sending such facsimile signature.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

**NOTE: AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL SUCH TIME AS IT IS AUTHORIZED BY SELLER BELOW. AUTHORIZATION WILL NOT OCCUR UNTIL PRODUCTION REQUIREMENTS ARE MET. ANY PRODUCTION LEADTIMES WILL NOT BEGIN UNTIL DATE OF AUTHORIZATION.**

Authorized Representative	Date	Gregg Hollenberg, COO National Signs, Ltd. Authorized Signature	Date
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*National Signs, Ltd. License #18011*

*Regulated by the Texas Department of Licensing and Regulation P.O. Box 12151 Austin, Texas 78711*

*Telephone: (512) 463-6599 Toll-Free (In Texas): (800) 803-9202 Online-http://www.license.state.tx.us/Complaints*