



Town of Bristol IN - Industrial Park Signage

Town of Bristol IN

303 East Vistula Street
Bristol, IN 46507
United States

Jeff Beachy

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Reference: 20230919-122724324
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Quote expires: October 4, 2023



Hayes Design Co.
1247 Mishawaka Ave

South Bend, IN 46615
United States

Prepared by: Olivia Hayes

olivia@hayesdco.com

Total **\$80,220.78**

Products & Services

PRODUCTS & SERVICES	SKU	QUANTITY	PRICE	LINE DESCRIPTION
Bristol Industrial Park Monument Sign		1	\$80,220.78	Double-sided monument sign Internally lit with LED Concrete base 17'2" x 15'2"

SUMMARY

One-time subtotal	\$80,220.78
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Total

\$80,220.78

Comments

Location: NE corner of Mottville Rd and Commerce Dr in Bristol, IN

Purchase terms

Hayes Design Co LLC. – TERMS AND CONDITIONS

1. **DISPLAY DESIGN.** It is mutually agreed that the original design of the Display which is the subject of this Agreement is the exclusive property of Seller and that the Customer has no right to use or reproduce this design for other displays or other uses unless so stated herein. All artwork provided by Customer shall remain Customer's property. If Seller, must bring suit to enforce this provision, Customer acknowledges that Seller shall be entitled to monetary damages and injunctive relief and Customer agrees to pay the court costs and attorney's fees incurred by Seller to enforce this provision.

2. **PAYMENT, PENALTIES, AND ATTORNEY'S FEES.** All payments shall be made to Seller within 30 days upon project completion and Customer's receipt of invoice. Any payment not received by Seller within ten (10) days of its due date shall result in a default of this Agreement and shall incur a monthly penalty of 2% of the purchase price per month until paid. Customer shall be liable for Seller's reasonable attorney's fees and expenses incurred as a result of any default of this Agreement.

3. **TITLE.** Ownership of the Display shall remain with Seller until all of the payments are made and all of the terms and conditions contained herein are performed fully by the Customer. Upon full performance of all of the terms and conditions by Customer, Seller shall deliver to Customer a good and sufficient Bill of Sale to the Display.

4. **DEFAULT.** The following events shall be considered a default by the Customer under the terms of this Agreement.

A. A breach by Customer of any of the terms or conditions contained herein, including failure to make a payment when due;

B. The institution of any bankruptcy or insolvency proceedings by or against Customer;

C. An assignment by Customer for the benefit of creditors;

D. The appointment of a receiver to take possession of the business of the Customer;

E. The discontinuance of business by Customer in the premises where the Display is located, or notification to Seller of Customer's intention to discontinue such business. Upon Customer's default, Seller, at Seller's sole option, may accelerate the entire balance owing under this Agreement, and immediately take possession of the Display. Customer shall still be liable to Seller for all delinquent installments due under this Agreement.

F. Any other event of default by Customer.

5. **REMOVAL OF DISPLAY.** The Display shall at all times be deemed personal property, and shall not, by any reason of attachment or connection to any realty, become or be deemed, a fixture or appurtenance to such realty and shall at all times be severable therefrom, and shall be and remain at all times the property of Seller, free from any claim or right of Customer, except as specifically set forth in this Agreement. Seller shall have the right to enter the premises upon which the Display is located at all times to inspect and/or remove the same.

6. **DELIVERY OF PERFORMANCE.** Seller shall commence construction of the Display and prosecute the work thereon with due diligence until completion. All obligations to be performed by Seller shall be subject to delay or failure resulting from incidents, forces, conditions, or circumstances beyond Seller's control.

7. **WAIVER OF BREACH.** Time and the punctual performance of each of the terms of this Agreement are the essences of this Agreement, except as otherwise expressly provided herein. No waiver by either party hereto of the non-performance or any breach of the terms of this Agreement shall be construed to be a waiver of any subsequent non-performance, breach, or default.

8. **INUREMENT.** All of the terms of this Agreement shall be binding upon the successors, assigns, and legal representatives of the respective parties herein.

9. **ASSIGNMENT.** Customer shall not assign, sub-let or transfer any portion of this Agreement, without the express prior written consent of Seller, and any breach of the terms of this paragraph shall constitute a default of the Agreement.

10. **AGREEMENT IS NOT A CONSUMER CREDIT TRANSACTION.** The parties hereto agree that this transaction is a business transaction and not subject to any Consumer Commercial/Credit Code unless otherwise required by law.

11. **PURCHASER'S LIABILITY.** Customer is liable for errors in plans, designs, specifications, or drawings furnished by Customer or for defects caused thereby in the construction and installation of the Display.

12. **PRICE QUOTES.** The prices quoted herein for installation of the Display are subject to revision where excess rock or unforeseeable foundation, building or job conditions are encountered. Prices quoted assume work being done on site during normal business hours, Monday through Friday, unless otherwise noted. Disposal of all existing signs, unless otherwise stated in writing herein, is not included.

13. **ACCEPTANCE OF AGREEMENT.** The Sales Agreement including these Terms and Conditions ("Agreement") is subject to final approval and execution by a manager or corporate officer of Seller, and until such execution, shall not be enforceable against Seller. This Agreement constitutes the entire understanding of the parties hereto, and there are no prior writings, verbal negotiations, or other representations or agreements between the parties hereto, which are not expressed herein. All modifications to this Agreement shall be made in writing, signed by the parties hereto, and attached to this Agreement, to be enforceable.

14. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction located in the State of Indiana, then such provision shall be modified to the least extent possible and necessary, and after such modification, this Agreement shall remain in full force and effect to the fullest extent permitted by law.

15. **OTHER SPECIFICATIONS.** Customer shall bring and hook up feed wires of suitable capacity, voltage regularly and approved type, to the Display, along with the communication system, and shall pay for all electrical energy used by the Display, and shall be responsible for the supply thereof, Customer shall provide all necessary reinforcements to the building on which the Display is installed. Seller shall have no responsibility or liability for landscaping repair, including sprinkler system repair or replacement, and the same is/are not included as a part of this Agreement. Building wall refinishing or remodeling is also not included. The customer shall provide proper access to work areas to permit the installation of the Display. Stamped professional engineer certification is not included. The customer is responsible to gain consent and necessary approvals from building and property owners, if applicable.

16. **MISCELLANEOUS.** Any alteration or deviation from the above specifications involving extra costs will be added to the contract price of this Agreement. The customer is responsible for presenting and obtaining approval of the project to any property owner or landlord. Production begins from the time we have an approved permit issued. Municipal permits are invoiced at cost to Customer and added to the final invoice. Procurement fees may apply.

17. **WARRANTIES, EXCLUSIONS AND DISCLAIMERS OF WARRANTIES, INDIRECT, OR CONSEQUENTIAL DAMAGES.** All material for the Display is guaranteed to be as specified. All work will be completed in a good and workmanlike manner, according to standard practices of the industry. Seller warrants the Display against defects due to workmanship or materials for a period of one hundred and eighty (180) days after installation of Display, excluding vandalism and storm damage. Ballasts and transformers will carry a one year warranty on the component only, not the replacement labor. SELLER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND IMPLIED WARRANTIES (including but not limited to FITNESS and/or MERCHANTABILITY), EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SERVICES AND THE DISPLAY, OR ANY OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, INCLUDING THE CONDITION, FITNESS, THE CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL SELLER BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR PENALTIES, ANTICIPATED PROFITS, LOSSES OR FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SAID PARTY HAS BEEN ADVISED OF POSSIBLE DAMAGES.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name