SUNTRONIX, INC. - Merchant Agreement

358 S. 700 E., #B-517
Salt Lake City, Utah 84102

Suntronix Signs
www.suntronixsigns.com

CUSTOMER SERVICE
(801) 231-8234

This agreement made in quadruplicate this 4 day of March 2025 between Anthony Miller the "Dealer" and MP's town Tap LLC NAME OF BUSINESS, THE "BUYER"

153 N Ludington St ADDRESS — MPstowntap@Charter.net E-MAIL

Columbus CITY — WI STATE — 53925 ZIP

920 AREA CODE — 623-4527 BUSINESS PHONE — AREA CODE — HOME PHONE — AREA CODE — CELL NUMBER

OFFICE USE ONLY	QTY.

QTY	MODEL	APPROXIMATE SIZE	PANELS ONLY	Classic Panels	Hybrid Panels	Crystal Lite Panels	VER-TICAL	HORI-ZONTAL	DF	SF	ARCH	CROWN	MARQUEE PART	MARQUEE FULL	TYPE OF MOUNTING: PRO-JECTING	FLUSH MOUNT	CENTER POLE	BETWEEN POLES	TOP MOUNT	BOTTOM MOUNT	DBL POLE	COMBO	V3D	HEAD-LINER
1	46	4X6				X	X		X										X					

ELECTRONIC MESSAGE CENTERS

QTY	MODEL	SIZE	EMC TYPE MOUNT
			SHROUD
			REVEAL
			COMBO Bracket

POLE COVERS

STYLE	SIZE	COLOR
VINYL STRIPE COLOR		

TAP AUTHORIZATON CODE

NOTES

1. Suntronix , Inc. guarantees the polycarbonate panels forthree (3) years against breakage. Electric, internally lighted signs are guaranteed for 90 days against any imperfections in materials or workmanship. Outdoor electronic message centers have a five (5) year limited warranty. Indoor electronic message centers have a three (3) year limited warranty. Merchant is to call Suntronix, Inc. before initiating any repairs. Maximum liability is replacement of merchandise.
2. Suntronix, Inc. assumes no responsibility or obligation to erect or connect any sign to electrical outlets for the merchant. Merchant is solely responsible for installation and/or installation arrangements and permits.
3. Suntronix, Inc. is not responsible for any representation, understanding or agreement not specified in writing on the copy of this agreement as received and accepted by Suntronix, Inc. or any change or alteration in the printed terms of this agreement.
4. Merchant and Dealer agree the amount of the Deposit may be retained by Dealer in the event of any default by Merchant under the terms of this Agreement. Deposits are not refundable. Furthermore, the agreement is non-cancellable for the terms indicated herein.
5. Merchant agrees to accept shipment and pay for freight upon delivery of sign unless freight is included.
6. The Dealer is an Independent Sales Representative/Organization, not an agent or employee of Suntronix, Inc.
7. Merchant is solely responsible for compliance with all codes, ordinances, bylaws regarding building, zoning permits and liability insurance.
8. In the event Suntronix, Inc. incurs any cost whatsoever in order to collect all or part of any unpaid balances then the undersigned hereby agrees to pay any and all such costs so incurred including but not limited to a flat charge or percentage of the unpaid balance charged by any Collection Agency or company, and the undersigned hereby agrees to pay reasonable attorney's fees and/or court cost.
9. The Manufacturer retains all proprietary interest in trademarks, service marks, art work and other copy supplied by Manufacturer for use on or in the merchandise purchased by Merchant and that Merchant will in no way, by act or omission, cause or permit any infringement of that proprietary interest and shall not reuse images, designs or descriptions supplied by manufacturer in its fulfillment of the contract for any purpose. Any use of images from the sign design requires Merchant to first obtain a separate license with the copyright owner at Merchant's sole expense.
10. If Merchant refuses or avoids delivery of sign(s), for whatever reason, the merchant will be liable for full purchase price of the sign(s) as well as all freight and storage charges, attorney fees and all collection costs incurred.
11. In the event of default of payment to Suntronix, Inc. ownership and possession of the sign(s) sold to Merchant will revert back to Suntronix, Inc. On such default, Suntronix, Inc. reserves the right to repossess the sign(s).
12. At the option of Suntronix, Inc. this agreement may be governed by the laws of the state of Utah. The parties expressly consent and submit to the jurisdiction of the Courts of the State of Utah. and expressly agree the proper forum and venue for any and all suits, actions or other proceedings arising out of this agreement are the State or Federal Courts located in Salt Lake County, Utah, and the parties expressly waive any objection to venue in such Courts. Merchant agrees that service of process in any such action shall be sufficient if made by certified mail, return receipt requested, to the address of Merchant set forth herein. Both parties expressly waive any right to a trial by jury so trial shall be only to the Court.
13. Merchant assumes liability for, and will indemnify and hold Manufacturer harmless against, any and all claims and legal fees incurred by Manufacturer arising from copyright allegations and/or trademark infringement for artwork supplied by Merchant.
14. Merchant is fully responsible for any costs associated with the de-installation and/or removal of equipment for whatever reason.

DELIVERY PREFERENCE Shipping Time Approximate — NORMAL — RUSH

CONDITIONS OF SALE
- UNDERWRITERS LABORATORIES LISTED.
- SIGN SHIPPED COMPLETE READY FOR INSTALLATION.
- PRICE DOES NOT INCLUDE ANY PERMITS OR INSTALLATION.
- MERCHANT IS TO PAY FREIGHT ON DELIVERY UNLESS FREIGHT IS PREPAID.

PLEASE INITIAL: MPP

RETAIL PRICE (if purchased cash) $ 13485.50

MONTHLY LEASE PAYMENT (plus applicable sales tax) $ 323.77

☐ 24-MO. ☐ 36-MO. ☐ 48-MO. ☐ 60-MO.

INITIAL INVESTMENT $ 1829.

EST. END-OF-LEASE TERM
FAIR MKT VALUE BUYOUT (amt will not exceed) $ 1.00
INSTALLATION NOT INCLUDED

☐ FREIGHT INCLUDED ☐ FREIGHT NOT INCLUDED

RM _____ # _____ DM _____ #_____

INVOICE# | FOR OFFICE USE ONLY

DEALER Signature _____ #_____

Acceptance of Order by Distributor: Suntronix, Inc.

By: _____ Date _____

BUYER Signature _____

Print Name _____

Home Address _____ City _____

State _____ Zip _____ Best time to contact - M T W T F S Hours _____

White - Distributor (Suntronix, Inc.) COPY / CANARY - BUYER COPY