



KDN Signs

831 North Central Avenue | Wood Dale, Illinois 60191
630-422-1708 | sales@kdnsigns.com | www.kdnsigns.com

RECIPIENT:

Debbie Pisarzewski

115 East Margaret Street
#1
Thornton, Illinois 60476

Quote #21524

Sent on _____

Total ~~\$32,355.70~~

Product/Service	Description	Qty.	Unit Price	Total
Technical Survey		1	\$425.00	\$425.00*
Permit Procurement		1	\$500.00	\$500.00*
permit costs		1	\$0.00	\$0.00*
EMC Unit (Double-Sided)	3' x 7' 13mm Full Color LED display. *CONTINGENT UPON SURVEY AND MAY BE MODIFIED AFTERWARD	1	\$20,937.00	\$20,937.00
Filler Panel	Filler panel if EMC unit is not an appropriate size and filler panel is needed *CONTINGENT UPON SURVEY MAY BE MODIFIED AFTERWARD	1	\$2,800.00	\$2,800.00*
Installation	Removal of existing EMC unit and installation of new double-sided EMC unit.	1	\$5,600.00	\$5,600.00*
Sales Tax (10%)		1	\$2,093.70	\$2,093.70

Total

~~\$32,355.70~~

\$30,262.00

This quote is valid for the next 30 days, after which values may be subject to change.

Acceptance of Proposal: Acceptance of this Proposal and issuance of a Deposit, Purchase Order or Start Work Order shall be considered Customer's acknowledgement that the scope of work has been interpreted accurately, that all terms and conditions herein are incorporated in and made part of any Purchase Order or Start Work Order and all terms and conditions herein comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms.

Amendment and Modification: These Terms and Conditions may only be amended



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Notes Continued...

or modified in writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of each party.

Payment Terms: Customer shall pay all invoiced amounts due to KDN Signs no later than agreed upon terms from the date of invoice. Customer shall pay interest on all late payments at the rate of 2.0% per month, calculated daily and compounded monthly. Customer shall reimburse KDN Signs for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees, court costs and expenses, whether or not there is a lawsuit. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with KDN Signs, whether relating to KDN Signs breach, bankruptcy or otherwise.

Conditional Sales: All sales are conditional: Title to merchandise or material supplied by KDN Signs; does not pass to Customer until paid in full.

Deposits Required: 50% Deposits are required unless credit arrangements have been made at the time of contract approval.

Limitation of Liability: IN NO EVENT SHALL KDN Signs BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KDN SIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL , KDN SIGNS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO KDN SIGNS FOR THE GOODS SOLD HEREUNDER.

Adequate Access: Customer is to provide adequate access per NEC 600, to all surfaces and the sign mounting location in general.

Engineering Conflicts: Should subsequent structural or professional engineering change to the initial or outlined scope of work; KDN Signs reserves the right to revise this quotation to reflect changes in this scope caused by additional information or changes by the engineers.

Environmental Issues: KDN Signs will notify the customer when excavating a foundation; should any hazardous wastes, garbage or potentially hazardous chemical materials be discovered. It will be the Customer's responsibility to assume all of the costs related to the excavation of this foundation and removal of the tainted spoil material by a certified hazardous waste material hauler.

Fabrication Release Dates: KDN Signs will release for production approved and confirmed orders only after the proper permits have been secured. KDN Signs will proceed with fabrication prior to the issuance of permits; if the customer waives this clause and requests immediate release for production. Customer understands that with this release they assume all financial responsibility for the labor and materials used for the manufacture of these items if the permit is not approved.

Final Connections to Primary Feeds: At the time of installation, the sign or signs will be connected to an approved dedicated sign circuit of adequate capacity, if available/accessible per NEC 600 and within five (5'-0") unobstructed feet of the sign location, provided for by others. Should permanent power not be available at the time of installation, sign installations will be considered complete upon field-testing with a portable power source. Customer will be responsible at the Customer's expense for an electrical hookup at a future date. This clause does not apply, if final connection to be performed by Customer's electricians.

Ground Clause: When installation specifications call for new footings; pricing assumes normal soil conditions. Any required breaking of surface asphalt or overcoming underground obstructions such as rock, marked and unmarked utility lines, frost, sprinkler systems, etc., will be billed as an extra once Customer approval has been obtained.

Landscape Restoration: KDN Signs will not be responsible for any landscape restoration, unless agreed to in writing.

Permit Fees and Permit Procurement: Not included in this proposal or quotation price are the following: Bonds, permits, inspection fees, engineering costs or the time to secure these items. These costs if any will be added to the final invoicing. It is also agreed that Customer will approve documents and assist in the procurement of permitting documents, i.e., Landlord, master sign plans, special local committees and tenant approvals, site plans, plat of survey and elevation drawings, etc.

Plenum Environment: Additional charges will be added to the final invoice for materials and additional labor for plenum environments.

Premium or Overtime Work: Customer agrees to pay additional charges if work is to be performed at a time other than normal working hours. Normal working hours are: Monday through Friday; 7:00 AM to 3:30 P.M. Any other time will be considered premium time and will be billed at the rate of time and one-half, double time after ten hours, for Sunday and holidays.

Removals: The above pricing does not include the removal of any existing signage, unless it is clearly noted in the body of the above quotation. Removals can and will be quoted as a separate line item and added to the final invoice.

Staging Required: The above pricing assumes adequate access to the sign mounting location. Should staging be required for this installation and not previously discussed to incorporate the costs associated; the staging cost will be billed at the rate of cost of the staging plus 20% upon client approval unless otherwise noted.

Underwriters Laboratory Approval: As of February 7, 2001 the City of Chicago requires that all sign installed within the City limits to carry the UL Label. If this General Listing Number is not on file with KDN Signs, Customer's signs will be inspected, brought up to UL 48 standards and labeled by KDN Signs prior to installation. The cost for the inspections, upgrading to standard and labeling will be added to the final invoice as a separate line item.

Wall Surfaces, Penetrations and Obstructions: Pricing assumes that building walls are adequate to support signs using standard anchoring methods. Any wall reinforcement or other special anchoring will be an extra once customer approval has been obtained. Any obstruction in the wall area that is not in plain sight, which causes additional time to be spent on any part of this installation, will be considered an additional cost. Signage hole penetrations through a wall are assumed to be normal stucco, drivit or soft brick construction. If the installer discovers obstructions, Customer shall be billed for special install labor.

Wall Surface Repairs: Upon removal of existing signage, any hole penetration created during installation will be patched with silicone caulk



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Notes Continued...

only. Painting or repair of wall surfaces will be quoted as a separate line item in the body of this quotation.

Termination: In addition to any remedies that may be provided under these Terms and Conditions, KDN Signs may terminate any agreement with Customer with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Waiver: No waiver by KDN Signs of any of the provisions hereof is effective unless explicitly set forth in writing and signed by KDN Signs. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

* Non-taxable

Signature: _____ Date: _____