# CompleteSigns

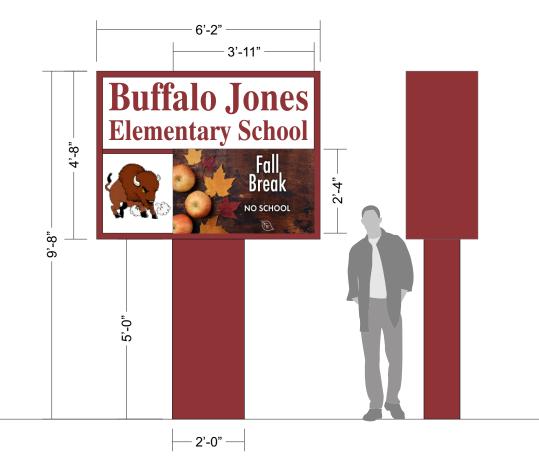
# **Bailey Davis**

bailey@completesigns.net Office - 888.823.9005 Cell - 334.796.9459 Fax - 334.556.0218



**Remove Existing Sign** 

### PROPOSED ELEVATION SIZE & PLACEMENT ILLUSTRATION IS APPROXIMATED All Sizes & Exact Placement To be Field Verified Survey Required Shown For illustration / Concept



PMS 492c (3630-49) Burgundy

White

Proposed: D/F Internally Illuminated Cabinet w/Flat Faces w/Vinyl Graphics Cabinet Painted Burgundy 12mm 2'4''x 3'11'' (60x100) RGB Led Pole Cover Painted Burgundy Mounted on Existing Steel

Note: The colors reflected on your computer screen or printed media are approximations of the actual colors that appear

on color charts and catalogs. When ordering a colored product, please make your selections based on how color appears in the appropriate color chart.

Prior to Manufacturing and Installation: Actual Sign Placement To Be Field Verified (Dimensions and Placement Shown is Approximate and for illustration only). Location To Be Approved by Customer.

(Survey / equipment i.e bucket truck maybe required at additional cost) Actual Artwork/Colors/Font to be Supplied or Approved By Customer. (Artwork/ Color/ Font Shown is for illustration/Pricing only).

Be Advised! Production of Product Will Not Begin Until This Drawing or Subsequent Drawing is Approved by Customer or Authorized Representatives Signature and Dated. Artwork, Colors & Dimensions Listed on Final Approved Drawing Will Be Used To Produce Product.

Artwork, Colors & Dimensions Listed on Final Approved Drawing Will Be Used To Produce Product. These Drawings Reflect Exactly What Complete Signs LLC Plans To Fabricate For This Project. Please Carefully Review ALL Pages and Content as These drawings supercede all prior written or verbal communications. If these drawings accurately represent the project, and you would like us to proceed with the job as illustrated, please signs and date below. If there are changes please note them, and return unsigned. You will receive a new set of drawings for your review and approval.

Color renderings are for presentation only and should not be considered as manufacturing ardwings.								
• Complete Signs	Buffalo Jones Elementary School 708 Taylor Ave Garden City, KS	Customer: Buffalo Jones Elem School Created: 1-24-2025 Revised: Dwg: Pres101	This is an original unpublished drawing created by Complete Signs . It is submitted for your personal use, in connection with a project being planed for you. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion without written consent of Complete Signs . This proposal remains					
P. O. Box 8861 Dothan, Al. 36304 P 888.823.9005 F 334.556.0218 signs@completesigns.net www.completesigns.net		<u>Scale:</u> Proportional illustrated by: Nikki	the exclusive property of Complete Signs until approved and accepted thru purchase by the client named.					



P. O. Box 8861 Dothan, Al. 36304 P 888.823.9005 F 334.556.0218 signs@completesigns.net www.completesigns.net

# Quotation

# To: Buffalo Jones Elementary School Pres101

# Date: 4/21/25

Item	QTY	Description	U	nit Price	5	Sub Total
1	1	4'8 x 6'2 led-lit cabinet	\$	6,221.00	\$	6,221.00
2	2	2'4 x 3'11 (60x100) 12mm full color LED message signs	\$	4,842.00	\$	9,684.00
3	1	2' wide aluminum pole cover	\$	1,000.00	\$	1,000.00
4	1	Technical Survey See below	\$	450.00	\$	450.00
5	1	Steel angle frame for LED mounting	\$	950.00	\$	950.00
6	1	Wifi Radios	\$	550.00	\$	550.00
7	1	Install new monument on existing steel	\$	4,650.00	\$	4,650.00
8	1	Estimated shipping to KS	\$	1,200.00	\$	1,200.00
9	1	Web-Based Software Training	No Charge			No Charge
10	1	Web-Based Software	No Charge			No Charge
11	1	EMC manufacturer's 7 year parts and 1 year labor Warranty *See warranty statement for full terms & conditions	l	No Charge		No Charge
	1	School Rebate (To receive this rebate, or must be placed by April 30th	\$	(1,000.00)	\$	(1,000.00)
12	1	Permit Cost (TBD)			\$	-
13	1	Sales Tax (n/a)			\$	-
				Total	\$	23,705.00

Buyer is also responsible for the following items (when applicable) which are not included in the above price but will be included in the final invoice: taxes; permit fees; the cost of securing permits; sealed engineered drawings; final electrical connections or any additional freight charges. Complete Signs is not responsible for running power to the sign location. Installation pricing is based on anticipated normal wall and soil conditions. Buyer also acknowledges that the final price may be adjusted for unanticipated conditions (such as, but not limited to, poor access behind walls or unstable and/or rocky soil conditions.) A technical survey is required in order to obtain detailed measurements, mounting details, and confirm site conditions. For replacement faces, the price could vary if the existing size is different from size listed on our quotation. The price would go up or down proportionally based on a cost of \$30 per square foot. Existing steel poles/support structure will be surveyed and Complete Signs will advise if it is adequate for the cities wind load requirements. If any structural changes are required, Complete Signs will advise and present an updated quote for approval. Payment for all charges shall be in accordance with paragraph 6 of this Agreement.

# UPON SIGNATURE OF THE PARTIES (BELOW) THIS QUOTATION IS INCORPORATED IN THE AGREEMENT OF THE PARTIES (AS ATTACHMENT 1) AND SUPERSEDES ALL PRIOR QUOTATIONS.

Customers Signature\_\_\_\_\_

Complete Signs, LLC Signature

ATTACHMENT 1

Complete Signs, LLC Sales Installation Contract

Note: Quotation must be signed within 10 days or prices are subject to change.

**Optional - Est. Lease Pmt.** \$

Page A1

526.25



P. O. Box 8861 Dothan, Al. 36304 P 888.823.9005 F 334.556.0218 signs@completesigns.net www.completesigns.net

# **Sales & Installation Contract**

1. Parties: Complete Signs, LLC, an Alabama limited liability company (Seller), and, (Buyer), agree to the sale, purchase, and installation of property (signage) as follows (hereinafter the "Contract" or "Agreement"):

2. Property and Services Being Purchased and Sold: Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the property and related services (signage) as described and priced in Attachment 1 (Quotation) which is incorporated into this Agreement by the signature, on Attachment 1, of both Buyer AND Seller. Buyer and Seller agree that any and all prior descriptions and/or representations are incorporated in Attachment 1 and are made a part of this Agreement by signature of the parties (as indicated). The description provided in Attachment 1 (Quotation) is intended to identify the property and installation services to be sold by Seller and purchased by Buyer and may include color drawings or renderings for the purpose of clarification. (Note: Attachment 1 is a multipage document and may include drawings and/or renderings on one or both sides of a particular page.) All such drawings or renderings, if labeled "For Illustration Purposes Only", whether in whole or in part, shall not be considered SPECIFICALLY stated for the purposes of this agreement. Any renderings labeled "For Final Approval" that has been approved by buyer will be considered SPECIFICALLY stated. Irrespective of labeling, discrepancies between written descriptions and drawings or renderings shall be resolved in favor of the written description. Minor deviations from the description provided in Attachment 1 may occur during the manufacturing and/or installation process and are expected, acknowledged, and accepted by Buyer. The description and/or pricing of the products and services (signage) to be provided as an Addendum to this Agreement.

**3. Representations:** Buyer acknowledges and agrees that no representation or warranty is intended or provided as to dimensions, specifications, color, placement, design, construction, or installation unless such dimension, specification, color, placement, design, construction, or installation is SPECIFICALLY stated in this agreement. Any rendering, or part of a rendering, labeled "For Illustration Purposes Only" shall not be considered SPECFICALLY stated. Any renderings labeled "For Final Approval" that has been approved by buyer will be considered SPECFICALLY stated.

4. Artistic and Design Renderings of Property Not Provided by Seller: No representation or warranty of any kind is provided as to any product or property not provided by Complete Signs, LLC (including but not limited to the esthetic effect of such product or property on the overall project) whether or not such product or property is depicted in any artistic or design rendering provided by Complete Signs, LLC.

5. Condition of Property: The property is new.

6. Payment Terms: Buyer agrees to pay as follows:

A. Initial Deposit:

• Fifty percent (50%) of the total price specified in Attachment 1 (Quotation) shall be due at the time this Agreement is signed. This deposit secures project initiation, including design, permitting, and procurement of materials.

• Note: This initial deposit becomes non-refundable once substantial performance has commenced, including but not limited to design work, permitting activities, or the ordering of raw materials specific to the project.

B. Progress Payment:

• An additional **thirty percent (30%)** of the total price specified in Attachment 1 (Quotation) shall be due upon notification from Complete Signs, LLC that the signage is ready for installation.

• Note: This progress payment becomes non-refundable once the signage is staged, prepared, and scheduled for installation, including transportation and on-site preparation activities.

C. Final Payment:

• The remaining **twenty percent (20%)** of the total price, including any adjustments due to modifications, final engineering, permitting, shipping costs, shall be due upon completion of installation, after the Buyer has completed a final inspection and the signage has been demonstrated to be fully operational and in compliance with the specifications outlined in Attachment 1 (Quotation). D. Non-Refundable Payments & Compensation for Work Performed:

• All payments made under this Agreement are considered earned based on the work completed and costs incurred at each phase of the project. In the event of contract termination or breach by the Buyer, Complete Signs, LLC shall retain payments already made as compensation for work performed, including labor, materials, administrative efforts, and project-related expenses.

02/25

This retention of payments shall not limit Complete Signs, LLC from seeking additional compensation if the costs incurred exceed the amounts paid, including any direct or consequential losses arising from the breach.

Ε. Changes & Additional Costs:

The Buyer shall be responsible for all extra costs resulting from changes requested after substantial performance has begun, including modifications to design, materials, or installation requirements.

These additional charges will be invoiced separately and are due upon completion of the requested changes.

(F) TAXES: Buyer shall be responsible for all taxes applicable to the sale and/or installation of signage under this Agreement (sales, use, etc.) irrespective of (a) whether such taxes are imposed by the state of Alabama or another jurisdiction; (b) whether such taxes are mistakenly represented by Buyer and/or Seller to be applicable or not applicable to the subject matter of this Agreement; and, (c) irrespective of when such tax applicability is determined and notice received.

Delivery and Installation: Estimated delivery and installation date is eight to fourteen weeks from the 7. date of execution of this contract, receipt by Seller of Buyer's deposit pursuant to Paragraph 6, Landlord approval (if required), Buyer's final acceptance of Seller provided design and installation specifications, and Municipality approval and issuance of Permits. The Estimated delivery and installation date are subject to: (1) Reasonable delays in the event Buyer makes changes to drawings and/or specifications after original execution of this contract; (2) reasonable modification and/or delay by Seller; and(3) delays resulting from a force majeure beyond the control of Seller. Delivery and/or installation may also be withheld if Buyer fails to make any required payment as specified in Paragraph 6 above.

8. **Ownership:** Seller has legal title to the property and is selling the property free of any liens or liabilities.

9. Transfer of Ownership: Following installation on Buyer's premises, transfer of ownership of the property described herein from Seller to Buyer shall occur at such time as Buyer tenders full and valid payment as described in paragraphs 6 above and signs the Delivery and Acceptance Acknowledgment included herewith as Attachment 2.

### 10. Other Important Terms and Conditions:

- a) Seller is not responsible for damage to any private unmarked underground lines such as but not limited to electrical wires, cable, waterlines, etc. Seller is responsible for damaged done to clearly marked underground lines, to include lines located both within easements and outside of easements.
- b) Seller is not liable for the accuracy of the interpretation of any city, county, or state codes. Anv attempts by Seller to help with the compliance of any city, county, or state codes shall not be considered a voluntary assumption of the liability for the identification and/or interpretation of such codes. The buyer is ultimately responsible to meet all codes.
- C) Seller is not liable for determining property lines, easement locations, or right of ways.
- Risk of loss for the above product is transferred to Buyer at such time as Buyer takes possession or d) product is installed on Buyer's premises, whichever occurs first.
- A 3% transaction fee will be added to amounts paid with a credit card. e)
- f) Accounts not paid within 5 days of the due date or 14 business days after notification that the signage is ready for install per paragraph 6, whichever is earlier, as specified herein are past due. Past due accounts are subject to interest charges of 3 % per month on the amount past due plus any collection and/or attorney fees.
- Notwithstanding any other provision of this Agreement, it is expressly agreed that Seller shall retain a) ownership or, if appropriate, a security interest in all signage until such time as Buyer makes all payments as specified in Paragraph 6 above. If any part of the price is not paid as specified in Paragraph 6 above or becomes otherwise past due, Seller reserves, and Buyer grants Seller, the right to peaceably enter upon Buyer's premises during normal business hours, to uninstall signage as necessary, and to take possession of and remove said signage, or at Seller's option, to remotely disable said signage until such time as Paragraph 6 is complied with in its entirety. It is also expressly agreed that, upon commencement of installation, Seller maintains a mechanic's lien and/or a materials lien against the property to which the signage is being affixed, until Buyer performs all of Buyer's obligations under the Contract. If Buyer does not pay Seller in full, per the terms of this Agreement, or if payments to Seller become otherwise past due, Seller reserves, and Buyer grants Seller, the right to file any and all documents or filings necessary in whichever court, probate office, or the like, necessary to perfect a mechanic's lien and/or materials lien against the property to which the signage is affixed. Any additional costs incurred to repossess the signage, disable the signage, perfect the lien, collect on the lien, or re-enable property shall be the sole responsibility of Buyer.
- Η Seller is not responsible for any 240/120 electrical work.

11. Acceptance; Effect of Acceptance: Notwithstanding any other provision of this agreement, Upon Buyer's final inspection and acceptance of the products and services provided herein shall serve to cure all conflicts or inconsistencies as to the dimensions, specifications, colors, placement, design, construction, or installation of the products and services provided under this agreement. BY ACCEPTING THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT, AND UPON COMPLETION OF BUYER'S FINAL INSPECTION, BUYER ACKNOWLEDGES AND AFFIRMS THAT THE PRODUCTS AND SERVICES ARE PROVIDED IN ACCORDANCE WITH THIS AGREEMENT AND ARE IN ALL RESPECTS SATISFACTORY AT THE TIME OF ACCEPTANCE. Unless otherwise SPECIFICALLY provided for herein, for the purposes of this paragraph, Acceptance by Buyer shall be deemed to occur at such time as Buyer signs a Delivery and Acceptance Acknowledgment or at such time as Buyer fails to object in writing within 5 business days following notification from Complete Signs, LLC that the installation is complete, whichever occurs first.

12. WARRANTY: The parties specifically acknowledge and agree that the products and services supplied herein are commercial in nature (not consumer) and that Seller is not the manufacturer of the electronic signs. Various warranties are generally available from the manufacturer(s) of the products supplied under this Agreement. Buyer acknowledges that Buyer has reviewed all of the manufacturer's supplied warranties. Seller does not adopt any of the manufacturer's warranties even if information about such warranties is supplied by Seller. No manufacturer's warranty, even if provided with this Agreement, shall be considered a part of the Agreement. All signage, except for all LED signage, is covered under Complete Signs limited one-year parts and labor warranty. Buyer acknowledges having read Seller's limited oneyear parts and labor warranty and accepts the terms to said warranty. Other than the limited one-year parts and labor warranty provided on non-LED signs, COMPLETE SIGNS PROVIDES NO WARRANTIES OF ANY KIND, AND COMPLETE SIGNS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Interpretation: The dimension; specification; color; placement; design; construction; and, installation specified herein which shall be given full force and effect when interpreting and enforcing this agreement shall be that which was agreed to last-in-time AND is evidenced by an original written agreement or written modification, signed by both parties. In no case shall prior or contemporaneous oral or written representations or agreements not SPECIFICALLY incorporated herein, or subsequent oral representations or agreements, be considered in the interpretation or enforcement of any provisions of this contract.

14. Entire Agreement: This is the entire Agreement between the parties. It replaces and supersedes any and all oral agreements, representations, or understandings between the parties, as well as any prior writings unless such writings are otherwise provided for herein and are attached to and made a part of this Agreement (i.e. Attachments 1 and 2; and/or Addendums signed by both parties).

15. Successors and Assignees: This Agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices: All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail, or by E-mail.

### 17. Governing Law and Interpretation of Provisions:

- a) This Agreement will be governed by and construed in accordance with the laws of the state of Alabama without reference to its conflicts of laws provisions.
- This Contract is a product of negotiation between the parties and no provision shall be construed against b) a party because it was drafted by such party.
- The Parties acknowledge that Seller's recording of materials liens, mechanic's liens, and/or lis pendens C) in other states shall not be considered a waiver of this Governing Law and Interpretation of Provisions clause.

18. Jurisdiction and Venue: Jurisdiction and venue for any cause of action, controversy, or dispute regarding this Agreement or the subject matter hereof shall be properly brought only in the State courts located in Houston County, Alabama or, if federal jurisdiction applies, the Federal District Court for the Middle District of Alabama. Each party consents to the jurisdiction and venue of such courts. The Parties acknowledge that Seller's recording of materials liens, mechanic's liens, and/or lis pendens in other counties or states shall not be considered a waiver of this Jurisdiction and Venue clause. The Parties agree that if Buyer brings an action arising from this Agreement or the performance of this Agreement against Seller in a jurisdiction or venue other than the State courts located in Houston County, Alabama or the Federal District Court for the Middle District of Alabama, then the Buyer will have breached this material term of the contract and may be liable to Seller for reasonable attorneys' fees, travel costs, court costs, and the like. However, if Seller is made a party to a lawsuit by a third party (other than Buyer) in a jurisdiction or venue other than the ones specified herein, and the subject matter of the lawsuit concerns this Agreement or the performance thereof, then Seller may implead Buyer or may file a Crossclaim against Buyer in that other jurisdiction or venue.

19. Counterparts: This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

20. Modification: This agreement may be modified only by a written agreement signed by the parties. Subsequent Addendums signed by the parties after the original date of this agreement shall constitute a valid modification of the specifications, terms, and/or provisions contained therein.

21. Waiver: If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

22. Severability: If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

**23.** Legal Fees: If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all costs incurred in bringing or defending such action, including reasonable attorney's fees.

**24.** Authorization: Buyer hereby authorizes Seller to perform the work specified in accordance with the provisions of this Agreement. Seller hereby agrees to tender the product and perform the specified installation in accordance with the provisions of this Agreement.

# EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between

SELLER		-and-	BUYER	
	(Signature)			(Signature)
	(Name)			(Name)
	(Title)			(Title)

Complete Signs, LLC, P.O. Box 8861 Dothan, Alabama 36304