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Contract  
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|          |                                    |            |                                    |                             |                 |           |      |              |
|----------|------------------------------------|------------|------------------------------------|-----------------------------|-----------------|-----------|------|--------------|
| Date:    | <u>05-08-24</u>                    | Drawing #: | <u>24-9851</u>                     | Revision Date:              | <u>05-06-21</u> |           |      |              |
| Sold To: | <u>Wood Dale School District 7</u> | Job Name:  | <u>Wood Dale School District 7</u> |                             |                 |           |      |              |
| Address: | <u>543 N Wood Dale Ave.</u>        |            | Address:                           | <u>543 N Wood Dale Ave.</u> |                 |           |      |              |
| City:    | <u>Wood Dale</u>                   | State:     | <u>IL</u>                          | Zip:                        | <u>60191</u>    |           |      |              |
| Contact  | <u>John Corbett</u>                |            | City:                              | <u>Wood Dale</u>            | State:          | <u>IL</u> | Zip: | <u>60191</u> |
| E-mail:  | <u>jcorbett@wdsd7.org</u>          |            |                                    | <u>630.240.9311</u>         |                 |           |      |              |

**Option #1 – (8MM WATCHFIRE)**

Furnish (1) **W8MM** LED RGB WATCHFIRE Electronic Message Center. Pixel Matrix is to be 108 x 252, Cabinet Size is to be 41" x 7' 3" & actual viewing area is to be 3' x 7'.

Price...\$ 41,662.00

Furnish & Install (1) 9' x 7' 3" x 16" monument sign display with masonry. Aluminum header sign cabinet, returns & 1 1/2" retainer painted to match façade roof. White polycarbonate sign faces overlaid with first surface vinyl graphics. 3' 4" x 7' 4" thin brick masonry matching façade. All detail is per Olympik Signs, Inc. sign rendering #24-9851 p. 1 & p. 2 dated 05-06-24.

Price...\$ 30,298.00

Total...\$ 71,960.00

OR

**Option #2 – (6MM WATCHFIRE)**

Furnish (1) **W6MM** LED RGB WATCHFIRE Electronic Message Center. Pixel Matrix is to be 144 x 336, Cabinet Size is to be 41" x 7' 3" & actual viewing area is to be 3' x 7'.

Price...\$ 44,390.00

Furnish & Install (1) 9' x 7' 3" x 16" monument sign display with masonry. Aluminum header sign cabinet, returns & 1 1/2" retainer painted to match façade roof. White polycarbonate sign faces overlaid with first surface vinyl graphics. 3' 4" x 7' 4" thin brick masonry matching façade. All detail is per Olympik Signs, Inc. sign rendering #24-9851 p. 1 & p. 2 dated 05-06-24.

Price...\$ 30,298.00

Total...\$ 74,688.00

**Watchfire Sourcewell Contract # 030223-WCH**

**\*NOTE: Any and all permits required for the above mentioned work will be invoiced separately.** Prices are subject to change based on site conditions, restrictions, etc. after formal, technical survey is complete. Olympik Signs, Inc. will hook up to an existing electrical feed within (5) FT of the signs location. Customer to supply vector artwork prior to fabrication. Customer to sign off on an Olympik Signs, Inc. sign rendering prior to fabrication. Any and all service work will be additional costs.

1. PRICE: \$ T.B.D. TERMS: (\$ 1/2 deposit) on signing, balance upon installation/delivery.

**TAXES: Price includes applicable taxes.**

PERMITS: Price does not include permits or permit acquisition costs. Olympik Signs shall, at Buyer's expense, obtain necessary permits and licenses from public authorities for the initial installation of the display(s).

FEED WIRES: If this agreement includes installation of an illuminated display, Buyer shall provide service feed wires of suitable capacity and approved type to within five (5) feet of the display(s) in advance of the installation date and Olympik Signs will make the final connection thereof to the display(s). Buyer to arrange for the providing and installing of any transformers, meters, timers or concrete pads at site.

DELIVERY AND PERFORMANCE: Olympik Signs will commence work upon receipt of accepted agreement, deposit, permits and licenses. The time for Olympik Signs performance is estimated, but is not guaranteed and is subject to delay resulting from war, fire, adverse weather, strike, acts of God, governmental regulations or other causes beyond reasonable control.

THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS ON THE BACK OF THIS PAGE, CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. This agreement shall not take effect until signed on behalf of Buyer and by an officer of Olympik Signs. Buyer acknowledges receipt of a copy of this agreement and waives notification of acceptance hereof by Olympik Signs.

ACCEPTED:

OLYMPIK SIGNS, INC.

Buyer: \_\_\_\_\_

By: Robby Whitehead

Signature: \_\_\_\_\_

Date: 05-08-24

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Prices subject to change if not accepted within thirty (30) days of above date.

**TERMS AND CONDITIONS OF PURCHASE AGREEMENT**

[https://oly signs-my.sharepoint.com/personal/rwhiteheadjr\\_oly signs\\_com/Documents/Quotes/Quotes/Wood Dale School District \(Sign Proposal\).doc](https://oly signs-my.sharepoint.com/personal/rwhiteheadjr_oly signs_com/Documents/Quotes/Quotes/Wood Dale School District (Sign Proposal).doc)

2. **FIELD CONDITIONS:** This agreement is based on standard installation conditions and does not take into consideration any non-standard soil conditions, installations at inaccessible areas, non-standard building conditions, etc. Quotations for installing items onto structures supplied by the Buyer are based on the assumption that the structures furnished by Buyer are structurally sound for accepting the display(s) purchased hereunder without modification. Exterior or interior building rework required to support signs is not included in our Agreement, unless so noted. If the installation requires that plates be placed on the inside of a wall, roof or ceiling, Olympik Signs agrees to perform this work in a workmanlike manner and Buyer agrees to pay for all plastering, redecoration or remodeling the Buyer may desire, unless otherwise specified in this agreement.
- For removing of transformers, it is assumed that sufficient access to and behind wall for workmen will be provided by Buyer.
- Olympik Signs will patch roof or roof covering removed or opened by Olympik Signs during the installation of display, but in making such repairs Olympik Signs assumes no responsibility for rebonding.
- Olympik Signs shall be responsible for locating and clearing any underground public utilities on the site which affect or obstruct the Work. The Buyer is responsible for informing Olympik Signs of any private underground obstructions (such as sprinkler systems) which may affect or obstruct the Work.
3. If display has been erected but Olympik Signs has not completed the electrical connections due to the failure of Buyer to furnish service wiring as provided in this agreement, the balance of the purchase price shall be deemed due and owing.
4. **PERMITS, LICENSES:** Olympik Signs shall obtain all permits, cost to be borne by Buyer, from public authorities for the initial installation of display(s). Buyer shall be responsible for securing and furnishing all private permission necessary from the owner and any mortgagee of the premises upon which display is to be installed. Unless otherwise directed in writing by Buyer, Olympik Signs shall not commence fabrication of the display until all required public permits have been issued. If public permits are denied, then this agreement shall terminate without liability to either party; provided, however, that Buyer shall reimburse Olympik Signs for any permit application costs and any manufacturing costs incurred as a result of prior written direction by Buyer.
5. **TAXES:** Buyer shall pay all personal property, sales, use and other taxes which may be imposed by law on the display or the use thereof. Buyer shall reimburse Olympik Signs for any taxes that may be billed to and paid by Olympik Signs for display.
6. Olympik Signs agrees to have all their workmen covered by Worker's Compensation Insurance ; and further agrees to carry public Liability Insurance covering injuries to or death of persons and damage to property as a result of accidents for which Olympik Signs is responsible-subject to a single limit of \$1,000,000.00 each occurrence. Buyer shall indemnify and hold Olympik Signs harmless against any and all claims which may be asserted against Olympik Signs by reason of negligence of the Buyer, its agents, employees, or third parties. Insurance Certificates will be furnished to Buyer upon request.
7. Buyer bears full responsibility for risk of loss or damage to the display after delivery thereof to the site.
8. Title to the display and any other material furnished pursuant to this Agreement shall remain in Olympik Signs until all amounts owing hereunder have been paid in full. Until such amounts have been paid in full, all property furnished hereunder shall be deemed personal property, severable and removable from any realty to which it is attached, and shall not be deemed a fixture or appurtenance to such realty.
9. Buyer may not assign this Agreement without the prior written consent of Olympik Signs.
10. **SELLER'S WARRANTIES:** Olympik Signs warrants to Buyer that any display purchased hereunder (excluding lamps as to which Olympik Signs makes no warranty) at the time of delivery or installation, will be free from defects of material and workmanship, and will be in accordance with specifications which are a part of this Agreement. Olympik Signs sole obligation under these warranties is limited to either repair or replacement, at Olympik Signs option, of a defective part or nonconforming display for which written claim is made within 90 days of delivery or installation. All other warranties, whether express or implied, are disclaimed.
- Note:** All gaseous conductor tubes have an inherent tendency to change in color and light intensity proportionate to the period of use. Mercury filled tubing of any age is affected by cold weather. These are universal characteristics and not defects in manufacture. Replacement of operative tubes so affected is not part of this Agreement.
11. **DEFAULT:** The occurrence of any of the following events shall constitute a default hereunder: (a) Buyer fails to pay any amounts hereunder when due; (b) Buyer shall fail to perform or observe any other covenant of this agreement; (c) Buyer becomes insolvent or becomes a debtor in Bankruptcy. Upon the occurrence of a default, Olympik Signs may declare all amounts remaining unpaid hereunder to be immediately due and payable. In such event, Olympik Signs shall have the right to enter upon Buyer's premises and take possession of the display or render it inoperable, without any liability whatsoever to Buyer and without relieving Buyer of its obligations hereunder. In the event of a default hereunder, Olympik Signs shall be entitled to recover from Buyer all fees and expenses, including attorney's fees, incurred by Olympik Signs in enforcing its rights hereunder, including any costs incurred in removal of the display.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
13. This Agreement sets forth the entire understanding between the parties regarding the subject matter hereof. The terms of this Agreement may not be terminated, amended, supplemented, waived or modified except in writing signed by Buyer and a duly authorized officer of Olympik Signs.

Customers signature\_\_\_\_\_

Date\_\_\_\_\_