



7775 Main Street NE
 Fridley, MN 55432
 763-754-2899

www.albrechtsgncompany.com

Project: City of Tonka Bay
Proposal To: Lindy
Phone: 952-474-7994
E-mail:

Proposal Date: 6.9.16
Salesperson: Dave Albrecht
Job Address: TBD

Albrecht Sign Company, Inc. proposes to furnish all labor and material as needed to complete the following scope of work:

- Fabricate and install 1 set of 1/4" painted aluminum letters stud mounted into stone wall. Price is based off of the W in welcome being 14" tall and the letters painted one color.

\$3,646.00

Permits to be billed at cost plus \$150 staff time to acquire them.

Total bid price: \$ 3,796.00 plus permit cost

Notes:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price.
- Permit application will be submitted upon receipt of signed proposal & down payment.
- Production of project will begin after all permit(s) are approved from the city officials.
- Bid does not include final primary electrical connection unless otherwise noted.
- No private locates included unless otherwise noted.
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included unless otherwise noted, all work is to be performed on straight time, regular hours.
- ASC is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.
- **Terms: 50% down; balance due upon completion**

I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Albrecht Sign Company, Inc. to perform the work as specified. I have read and accept the terms and conditions page (Exhibit A)

Authorized signature from Albrecht Sign Company:

Authorized signature from Customer:

 6.9.16

 Customer signature Date accepted

Note: This proposal may be withdrawn by Albrecht Sign Company, Inc. if not accepted in 30 days

TERMS AND CONDITIONS OF SALE

EXHIBIT A

In accordance with the usage of trade, assent to the terms and conditions set forth below shall be conclusively presumed from acceptance of all or any part of the sign(s) ("Sign(s)") ordered. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein.

PAYMENT. Unless stated differently on the face of the invoice, terms are net thirty (30) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to Albrecht Sign in satisfaction of any claims asserted against Albrecht Sign by Customer. Albrecht Sign may at its sole discretion alter or suspend credit.

TITLE AND OWNERSHIP. The sale of the Sign to Customer constitutes a cash sale and title to and ownership of the Sign purchased under this Agreement shall pass to Customer upon Albrecht Sign Company's ("Albrecht Sign") receipt of payment in full for the Sign. Albrecht Sign shall retain all right, title and interest in the Sign until Customer's cash payment is received or its check honored, despite Albrecht Sign's delivery and Customer's possession of the Sign. All artwork or designs that are created by Albrecht Sign shall continue to be owned by Albrecht Sign and Customer may not use the artwork or designs without Albrecht Sign's written permission. Without limiting the generality of the foregoing, Customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

REMEDIES. If Albrecht Sign determines, in its sole discretion, that Customer is in default under any of its obligations under this Agreement, Albrecht Sign, with or without notice to Customer, shall have the right to use and Customer hereby consents to the use of any of the following remedies, concurrently or separately, without election of remedies being deemed to have been made: (a) Albrecht Sign may enter upon Customer's premises and without any court order or other process of law may repossess and remove the Sign, with or without notice to Customer; Customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; Customer further expressly consents to Albrecht Sign's entry of the premises; (b) Albrecht Sign may require Customer to return the Sign in good repair, by delivering the Sign packed and ready for shipment, to such place as Albrecht Sign may specify; (c) Albrecht Sign may cancel or terminate this Agreement and may retain any and all prior payments made by Customer; (d) Albrecht Sign may declare all sums due and to become due under this Agreement immediately due and payable, without notice or demand to Customer; (e) if the Sign is permanently affixed to real property, Customer acknowledges and agrees that the Sign shall constitute a lienable permanent improvement and Albrecht Sign may file a mechanic's lien on the improved real property for labor and material provided; or (f) Albrecht Sign may pursue any other remedy available at law, by statute or equity. No single or partial exercise by Albrecht Sign or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If Albrecht Sign hires an attorney who is not a salaried employee to collect what is owed under this Agreement or to regain possession of the Sign, Customer agrees to pay Albrecht Sign's reasonable attorneys' fees and costs incurred therein.

CUSTOMER'S REPRESENTATIONS AND WARRANTIES. If Customer has entered into this agreement as a business entity and not as an individual, Customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that Customer breaches this warranty, the individual who has executed this agreement shall be solely liable to Albrecht Sign for all of Customer's obligations hereunder.

ALBRECHT SIGN'S WARRANTIES: Albrecht Sign agrees to warrant all Sign(s) in accordance with the terms of its standard warranty for each Sign, as modified from time to time in Albrecht Sign's sole discretion. Albrecht Sign's sole obligation to Customer shall be limited to the repair or replacement of the Sign, at Albrecht Sign's option, of defective products returned to Seller at the sole expense of Buyer or initial retail purchaser. THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ALBRECHT SIGN LIABILITY: In no event shall Albrecht Sign's liability for breach under this Agreement exceed the amount of the invoice price of the Sign sold or the services provided. Albrecht Sign shall not have any obligation or liability to Customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by Customer (including any expenses incident thereto), arising out of or related to these Terms and Conditions. The "consequential damages" shall be deemed to include the following; loss of use, revenue, income, or anticipated profits; loss of Sign, materials or property handled or processed with the use of the Sign; and damage to, loss or destruction of property.

EFFECT OF AGREEMENT: All rights of Albrecht Sign shall inure to the benefit of its successors and assigns, and all obligations of Customer shall bind Customer's heirs, legal representatives, successors and assigns. If there is more than one Customer, obligations of such Customers shall be joint and several.

MISCELLANEOUS: If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by Albrecht Sign of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : _____