



3597 Draft Horse Court • Loveland, CO 80538
 Phone 970-593-1334 • Fax 970-593-0443
 www.schlossersigns.com • info@schlossersigns.com

PROPOSAL

Proposal #: 21953

Proposal Date: 08/05/19
Customer #: 3632
Salesperson: Jay Gerdes
Page: 1 of 4

SOLD TO:	JOB LOCATION:
TOWN OF ERIE 645 HOLBROOK ST PO BOX 750 ERIE CO 80516	Erie Open Space Various locations, see site map ERIE CO 80516 REQUESTED BY: Luke Bolinger

Schlosser Signs, Inc. (HEREINAFTER CALLED "SCHLOSSER") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #19492-A3 Manufacture & Install (5) S/F 6' tall x 5'-3" wide Open space sign in the town of Erie, CO. It is assumed that locations are easily accessible for project qty 1 - "King Open Space ", qty 1 - " Strieby Open Space " , qty 1 - "Schofield Open Space" and qty 2 - " Wise Homestead Open Space "	\$27,975.00	\$27,975.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$27,975.00

TERMS: 50.0% DOWN PAYMENT, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, BONDS, ENGINEERING, TAXES, OR FEES UNLESS SPECIFICALLY STATED.
 NOTICE: Schlosser Signs will only be holding pricing on steel and aluminum components for 15 days due to volatility caused by material tariffs. Proposals may be revised.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL AMOUNT TO BE PAID BY THE PURCHASER.

GENERAL: Unless initiated by both parties, any changes to this Agreement shall not apply. The project scope will not be reduced without written mutual agreement. Activities often cannot be fully defined during initial planning. Where project scope is expanded by CLIENT/Owner (or agent), or if as project progresses, changes in anticipated scope become apparent, SCHLOSSER will inform the CLIENT so that changes in scope can be negotiated as required, and CLIENT will be responsible for payment for services resulting there from.

No statement made by SCHLOSSER account executive(s) shall be binding unless incorporated herein in writing. Although the Agreement may be signed by SCHLOSSER account executive(s), this Agreement shall not be binding upon SCHLOSSER for any purpose until an executive officer or another authorized agent of SCHLOSSER accepts this Agreement for SCHLOSSER by providing written signature evidencing such acceptance.

All designs and artwork provided by SCHLOSSER shall remain the sole property of SCHLOSSER. CLIENT'S use of such designs and artwork or any facsimile thereof, beyond their inclusion in the work, is prohibited without SCHLOSSER'S prior written consent. SCHLOSSER, at its discretion may utilize images of the work in its publication and advertising.

STANDARD OF CARE/PRACTICE: Services provided by SCHLOSSER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the vicinity of the project. SCHLOSSER shall put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of the date of execution of this Agreement, SCHLOSSER shall not be required to sign any documents, no matter by whom requested, that would result in SCHLOSSER having to certify, guarantee or warrant the existence of conditions whose

COMPANY INITIALS _____

CUSTOMER INITIALS _____



3597 Draft Horse Court • Loveland, CO 80538
Phone 970-593-1334 • Fax 970-593-0443
www.schlossersigns.com • info@schlossersigns.com

PROPOSAL

Proposal #: 21953

Proposal Date: 08/05/19
Customer #: 3632
Salesperson: Jay Gerdes
Page: 2 of 4

existence SCHLOSSER cannot ascertain. The CLIENT agrees not to make resolution of any dispute with SCHLOSSER or payment of any amount due SCHLOSSER in any way contingent upon SCHLOSSER signing any certification.

ACCESS: Unless otherwise stated, SCHLOSSER will have access to the site for activities necessary for the performance of services. SCHLOSSER will take precautions to minimize damage due to these activities, but shall not be responsible for the correction or repair or any damage unless so specified in writing as a part of this Agreement. Each type of work covered by this Agreement shall be performed in a single, continuous operation that will require only one mobilization, unless otherwise stated herein. Variance from the above condition shall be considered changes to the work.

PAYMENTS: SCHLOSSER will bill the CLIENT monthly or as otherwise determined applicable, as work progresses. Invoice amounts are due and payable in full upon receipt of the invoice. Accounts unpaid after said terms shall be in default and shall be subject to a default or late payment charge computed at the rate of one and one-half percent (1½%) per month, based on the unpaid balance of the account dating from the invoice date, and accrued and compounded monthly. Any invoice unchallenged within 10 days from date of invoice shall be considered reviewed and accepted by CLIENT. Payments on account in default shall be first applied to interest owed. For any CLIENT, whose account is in default, if the invoice is not paid within 30 days, SCHLOSSER may terminate service without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT. Materials and information relating to such work will not be released. SCHLOSSER will not be responsible for any penalty, damages, or hardship that may result from such suspension of work. Accounts remaining unpaid for a period of thirty (30) days after the invoice date will be subject to a mechanics lien and collection action by any legal action deemed appropriate. The expense of collection, including attorney's fees, SCHLOSSER'S personnel time, and/or collection service fees used in the pursuit of collection shall be paid by CLIENT and added to accounts in default. Retainers shall be credited on the final invoice.

A late charge of 18% annually may be assessed for invoices not paid within terms. Failure to pay in a timely manner may result in Schlosser voiding the available warranty for parts and labor. Any disputes should be reported within 10 days of the receipt of this invoice or all charges are deemed acceptable by the client. In the event of nonpayment, the client will be responsible for collection and attorney fees incurred in collection efforts.

GOVERNMENTAL PERMITS: CLIENT is responsible for obtaining such authorization and/or permits as may be required by state, local, or federal governmental authorities, at CLIENT'S expense. SCHLOSSER agree at CLIENT'S request, to act as CLIENT'S agent in obtaining such permits, but shall not be responsible for failure of such governmental authorities to issue permits and subsequent revocation thereof for any reason not attributable to negligence of SCHLOSSER shall be in addition to the agreed contract price.

Permits will be billed at cost plus staff time required for permit acquisition. These fees are not included in the contract price, unless otherwise specified in writing. This applies to road and sidewalk closures, engineering, procurement, actual, administrative fees, and final inspections.

INDEMNIFICATION: SCHLOSSER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, SCHLOSSER SIGNS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub consultants or anyone for whom SCHLOSSER is legally liable. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold SCHLOSSER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CLIENT'S negligent acts, errors or omissions and those of his or her subcontractors or consultants or anyone for whom CLIENT is legally liable, and arising from the project that is the subject of this Agreement. SCHLOSSER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT'S own negligence.

RISK: In recognition of the relative risks, rewards and benefits of this project to both the CLIENT and SCHLOSSER, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, SCHLOSSER'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed ten times the proposal amount up to an aggregate amount of \$50,000.00 or SCHLOSSER'S total fee for services rendered on this project, whichever is greater. Such causes include, but are not limited to, SCHLOSSER SIGNS' negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The above allocation shall be construed to include only portions of total fee structure applicable to those services provided in areas of specific claim. In the event of any claim, CLIENT agrees to make claim against the corporation only and not against any individual.

TERMINATION: Either CLIENT or SCHLOSSER may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. CLIENT shall reimburse SCHLOSSER for all expenses reasonably incurred by SCHLOSSER in connection with termination of this Agreement, including but not limited to demobilization, reassignment of personnel, purchased materials and/or services, and space and equipment costs.

ASSIGNMENT: CLIENT shall not assign this Agreement without the written consent of SCHLOSSER. This Agreement shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto.

TIME LINES OF PERFORMANCE: SCHLOSSER will perform services with due and reasonable diligence consistent with sound professional practices. This Agreement is based on an orderly and continuous progression of the project. The schedule is based upon a reasonable estimate of time to perform the work and does not include allowances for review or approval time for CLIENT and others.

FABRICATION INTERRUPTIONS: If, after fabrication of display is commenced, SCHLOSSER shall cease or extend scheduled fabrication of display at the request of CLIENT or by reason of any act or omission of CLIENT, then CLIENT, in addition to all its other obligations under this Agreement, shall be responsible for all of SCHLOSSER'S costs and expenses thereby resulting and for all additional costs and expenses incurred upon recommencement of fabrication including, without limited the foregoing, increased labor and material cost incurred by SCHLOSSER in completion of fabrication. Any cessation or extension of scheduled fabrication requested by CLIENT shall be in the sole discretion of SCHLOSSER and shall not relieve CLIENT of any of its obligations under this Agreement.

THIRD PARTY EQUIPMENT: SCHLOSSER is not responsible for the operations or conditions of third party equipment.

SITE DAMAGE AND SPECIAL REQUIREMENTS: SCHLOSSER is not an Exterior Insulation and Finish System "EIFS" contractor, and if SCHLOSSER'S responsibilities hereunder involve penetration of EIFS, SCHLOSSER will seal such penetrations with products and procedures that are common in the sign industry-but which may not meet EIFS warranty requirements. SCHLOSSER shall thereafter have no responsibility for damage resulting from penetrations.

CLIENTS' SPECIAL DUTIES: CLIENT must obtain, warrant, and maintain for SCHLOSSER full rights of access, ingress, and egress, to safely perform the work on the premises for which the work was ordered, and to disconnect, render unusable, and/or remove the same, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass.

In no event will SCHLOSSER be responsible for the adequacy or condition of primary power wiring and/or circuits. CLIENT agrees to indemnify SCHLOSSER against and hold SCHLOSSER harmless from damage or expense resulting from a breach of this provision. At CLIENT'S own expense, CLIENT must furnish and maintain power lines and electrical controls of suitable capacity necessary for the consummation of the work, and shall install the same as designated by SCHLOSSER SIGNS ready and in place for connection to the materials at the intended time of installation, if applicable. CLIENT must pay for all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the materials will be installed, or which will be utilized by SCHLOSSER in the installation or access thereof, if applicable.

SCHLOSSER SIGNS does not provide unlimited design work. After an initial design is presented to the CLIENT, SCHLOSSER will provide up to (4) four design revisions as part of their proposal. After that time, SCHLOSSER SIGNS may require that future revisions are done on a time and materials basis. This applies to both pre-and post-sale design work.

SCHLOSSER will provide a proposed project duration schedule as necessary. This will address the anticipated time for completion of the project, as well as the project milestones. The CLIENT will be responsible to provide the items necessary to keep the project on track. This could include but is not limited to permitting documents, color approvals, design and test approval, engineering, deposit, or progress payments. SCHLOSSER will not be responsible to maintain the agreed upon delivery date due to excessive delays from CLIENT.

LANDSCAPING AND EXCAVATION: During excavation and installation, some naturally occurring damage to landscaping, lots, and areas surrounding the work site is expected and should be anticipated, SCHLOSSER will take reasonable steps to minimize the damage. Delays due to deteriorating ground conditions as a result of weather may occur.

If the work involves installation of materials, additional work beyond that contemplated herein, will be required if SCHLOSSER encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, hardpan, rock, unusual soil conditions, utilities, or pipelines. The CLIENT must compensate SCHLOSSER for additional work on a time and material basis at SCHLOSSER'S standard rates. Additional work shall be confirmed and executed through a change order. SCHLOSSER is not responsible for delays resulting from the discovery of such conditions, or delays resulting from the normal process of getting said change orders approved and processed. SCHLOSSER shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstruction unless notified of them in writing prior to commencement of the work. Absent such written notification, CLIENT must pay for any resulting damage.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



3597 Draft Horse Court • Loveland, CO 80538
Phone 970-593-1334 • Fax 970-593-0443
www.schlossersigns.com • info@schlossersigns.com

PROPOSAL

Proposal #: 21953

Proposal Date: 08/05/19
Customer #: 3632
Salesperson: Jay Gerdes
Page: 3 of 4

When contracted to perform excavation for foundation, whether permanent, temporary, or exploratory, the company will coordinate public line locates with Digsafe. Location of private utilities is the sole responsibility of the CLIENT.

ENGINEERING: If engineered drawings are obtained by or provided to SCHLOSSER after initial acceptance of a SCHLOSSER proposal, or after issuance of a purchase order by the CLIENT, SCHLOSSER may review the drawings for changes to the original concept and any changes to the original drawings to which the bid was based may require additional change orders for additional time or material to complete the project. During the quoting phase of the project, some assumptions as determined expedient by SCHLOSSER will be made as to the construction and installation method for the product. If a different method is identified either by SCHLOSSER'S or CLIENT'S engineer, a change in price to account for the changes may be necessary and result in change order required.

ACCEPTANCE: Acceptance of proposal is also acceptance of all additional provisions listed herein.

CLIENT must carefully inspect the work within (10) ten calendar days after delivery. If the work does not meet the written requirements as described in the Agreement, or if the work has any defect in manufacture, installation, or operation, CLIENT must give SCHLOSSER written notice of the nonconformance or defect claimed within (10) ten calendar days. Absence of such written notice shall be conclusive evidence that the work is acceptable to CLIENT as delivered.

ELECTRICAL SERVICE: CLIENT shall provide, at its own cost, electrical service and feed wires at the site of any sign installation in advance of the installation date. Said electrical service and feed wires shall conform to all applicable governmental building and electrical codes. CLIENT shall be responsible and pay for all electricity used or needed by the sign.

CLIENT shall bring feed wires of suitable capacity and approved type to all locations of transformers in or at the display, and shall be responsible for the supply thereof, at the time of installation. Electrical must be furnished to the base of freestanding signs. SCHLOSSER SIGNS is to establish electrical requirements and CLIENT is to supply primary electrical services to the signage.

SCHLOSSER SIGNS does not provide IT services to CLIENT.

AUTHORIZATION: The CLIENT represents that he/they are the owners of the premises on which the proposed work is to be done or that he/they are the authorized representatives of the owner and that the owner's permission and authority is hereby granted to SCHLOSSER to perform such work on the subject premises. CLIENT shall be responsible for obtaining the permission of the landlord or owner of the premises for installation of the sign or changes in any existing sign. SCHLOSSER will, if requested by CLIENT, assist in obtaining such permission, but shall be in no way responsible for landlord's refusal to permit installation of the sign or a subsequent revocation of such permission.

REPOSSESSION: If CLIENT fails to make any payment when due or otherwise default in any of its obligations in this Agreement, SCHLOSSER SIGNS may terminate this Agreement and may (but is not obligated to) repossess the materials or any component(s) thereof, without resort to judicial process, and without liability for trespass. SCHLOSSER'S right of repossession includes the right to remove the materials, and also to disconnect or otherwise render the materials unusable. Repossession is not an acceptance of CLIENT'S surrender of the materials, and shall not require patching, painting, touch up, etc. afterwards. The work is of special construction, made for CLIENT'S use and no other, except as used by the CLIENT, the work may have no value. SCHLOSSER'S rights of termination and repossession shall be in addition to and not as an alternative to SCHLOSSER'S right to any other remedies herein and any other remedy available at law or in equity. SCHLOSSER is not responsible for any damage caused to the CLIENT'S property due to the repossession of signage.

LIMITED WARRANTY: Subject to the terms of this paragraph, SCHLOSSER hereby warrants the work performed by it from and against defects in materials and workmanship for a period of one year from the date of completion of the work unless specifically agreed otherwise elsewhere in the Agreement, or in a separate written Agreement signed by the CLIENT and SCHLOSSER. Limited Warranty shall not apply to incandescent and fluorescent lamps, as they are never guaranteed. Damages from circumstances outside of the control of SCHLOSSER, including but not limited to acts of God, are not considered part of the warranty guarantee.

CHANGES TO THE WORK: Any modification of this Agreement or additional obligations assumed by the other party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. These changes shall be designated as change orders. SCHLOSSER shall not be considered in breach of this Agreement by failing to perform on an unexecuted change order. Additional charges may be made for added or changed work items or for changed work conditions.

ARBITRATION: In the event a dispute of any kind or nature arises under this Agreement, or matters related to this Agreement, both parties shall negotiate in good faith in an effort to resolve the dispute. If the dispute is not resolved following good faith negotiations, the parties shall select a mutually agreeable arbitrator and submit the dispute to such arbitrator for binding arbitration in Loveland, Colorado under the commercial arbitration rules of the American Arbitration Association. In the event the parties are unable to agree upon an arbitrator shall be appointed in accordance with the rules and procedures of the American Arbitration Association. The cost of any arbitration proceedings shall be paid by the non-prevailing party, as determined by the arbitrator, who shall also award reasonable attorney's fees to the prevailing party. The award of the arbitrator may be enforced in a court of competent jurisdiction.

JURISDICTION: This Agreement shall be governed by the laws of the State of Colorado. The CLIENT agrees and consents to be bound by the choice of SCHLOSSER SIGNS to file suit for enforcement of this Agreement in Larimer County, State of Colorado courts.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AUTHORIZED SIGNATURE OF BUYER: _____ **TITLE:** _____

PRINT NAME OF AUTHORIZED BUYER: _____ **DATE:** _____

ACCOUNT EXECUTIVE SIGNATURE: _____ **DATE:** _____

ACCEPTED BY CORPORATION: _____ **TITLE:** _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



DEPOSIT INVOICE

Invoice #: DP21953

Inv Date: 08/05/19
Customer #: 3632
Salesperson: Jay Gerdes
Page: 4 of 4

SOLD TO:	JOB LOCATION:
TOWN OF ERIE 645 HOLBROOK ST PO BOX 750 ERIE CO 80516	Erie Open Space Various locations, see site map Erie CO 80516 REQUESTED BY: Luke Bolinger

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Luke Bolinger		Jay Gerdes	08/02/19	50.0% Due Upon Receipt	12/25/19

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #19492-A3 Manufacture & Install (5) S/F 6' tall x 5'-3" wide Open space sign in the town of Erie, CO. It is assumed that locations are easily accessible for project qty 1 - "King Open Space ", qty 1 - " Strieby Open Space" , qty 1 - "Schofield Open Space" and qty 2 - " Wise Homestead Open Space "	\$27,975.00	\$27,975.00
	TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		----- \$27,975.00

PLEASE PAY THIS DEPOSIT AMOUNT:	\$13,987.50
--	--------------------