



**PLEASE EXECUTE CONTRACT AND RETURN SIGNED COPY WITH DEPOSIT. THANK YOU!**

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Thomas Sign & Awning Company, Inc. Represented by: Kyle Tobul hereinafter called Seller, and Bryan Weed at City of New Port Richey, City of New Port Richey, FL, New Port Richey, FL (727)853-1250 hereinafter called Buyer.

**JOB SITE: Sims Park - EMCs**  
**6341 Bank St**  
**New Port Richey, FL 34652-**  
**United States**

WITNESSETH: In consideration of covenants agreements hereinafter contained, the parties agree as follows:  
 Seller will furnish, as per sketch No. na

- Provide (2) 7' x 13' overall dimension 10mm Full color EMC units with video controls and live feed capabilities w/ required software.
  - Design, Manufacture and Install (2) Double Pole mounting systems for EMCs. Includes Concrete, Excavation, Poles and Waste Removal. Design to be based on required engineering. Bottom edge of screens to be 8' above grade.
  - Connect to provided 120v and 4 strand Fiber Optic Cable.
  - Install (2) 10mm 7' x 13' EMCs, connect to control unit and install software. Ensure 100% operational.
- \* Fiber Optic Cable, Power Run and all conduit by others, not included\*  
 \*\* ALL INCLUSIVE PRICING VALID FOR 60 DAYS\*\*  
 \*\*\* 60% Deposit due prior to ordering EMC Units or manufacturing.\*\*\*

Qty	Part Number	Description	Price	Line Total
1	INSTALL	Footer, Pole, Concrete and labor to Install (2) 7' x 13' EMC Units .	\$18,000.00	\$18,000.00 _
1	MISC	Bond Amount - City Required	\$3,939.87	\$3,939.87 _
1	SIMEMC7X14SF	PYLON SIGN - TWO (2) 7'- 0" x 14'- 0" x 15'- 0" OAH - 10MM FULL COL	\$173,256.00	\$173,256.00 U
			<b>SIGNAGE TOTAL</b>	\$195,195.87
			<b>EST. SALES TAX</b>	\$0.00
			At Cost <b>EST. FREIGHT</b>	\$0.00
			<b>TOTAL</b>	\$195,195.87
			<b>DEPOSIT (60%)</b>	<b>\$117,117.52</b>
			<b>BALANCE DUE</b>	<b>\$78,078.35</b>

**TERMS AND CONDITIONS - DEPOSIT, WITH BALANCE DUE UPON COMPLETION**

- It is further agreed by the parties hereto that the word "SIGN" as used below covers all signs and awnings included in this contract, whether one or more and that.
1. Buyer shall furnish Seller with complete address and plot plan showing exact locations of signs for each job with legal description and parcel ID.
  2. Customer shall be responsible for adequate electric service to sign area, electrical permit, and final electrical hookup.
  3. Since abnormal submerged conditions, such as rock, stumps, gas lines, electric lines, sewer lines, hard pan, water or sand cave-ins, etc., cannot be foreseen, all hardship costs will be charged to the Buyer.
  4. Seller reserves the right to modify or correct sign in any way necessary to conform with any changes in city, county, or state law regulations or orders and/or conditions beyond Seller's control at job site to insure proper installation.
  5. Seller shall not be liable for any failure in performance resulting in labor troubles, fires, floods, windstorms, acts of God, war or other conditions or contingencies beyond its control.
  6. In the event location is not in readiness for when sign manufacture is complete, then 90% of total contract shall be paid to Seller immediately
  7. Sales tax, Freight, Crating, Engineering, and Permit(s), if required, shall be billed at cost on final invoice.
  8. All pricing is in US dollars. Payment shall be made in US dollars. Bank transaction charges are to be paid or reimbursed by Buyer to Seller.
  9. Title to sign is retained by Seller for security and will pass to Buyer when the entire contract price has been paid. Sign shall be regarded as tangible personal property. Sign shall remain therefore severable and cannot be claimed as property of the Buyer or existing property aggrandizement until the purchase price on the face of this agreement is paid in full. In the event of a breach of contract by the Buyer before erection of said sign, Buyer shall immediately pay Seller for costs incurred in labor and material to date.
  10. This contract shall apply to and bind the heirs, executors, administrators, successors, and assigns of Buyer and shall inure to the benefit of the Seller, his successors and assigns.
  11. INTEREST: Any payment amount not paid when due shall accrue interest at the highest legal rate of interest allowed by law.
  12. ATTORNEY'S FEES AND COSTS: In any litigation arising out of this contract, the prevailing party shall be entitled to recover a reasonable attorney's fees and costs. The parties agree that the exclusive venue of any such action shall be Pinellas County, Florida.

(SELLER)

(BUYER)

by: **Kyle Tobul**

(Sales Representative)

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

At **THOMAS SIGN & AWNING COMPANY, INC.**

By (SELLER) \_\_\_\_\_

Title: Nat. Account Exec

ACCEPTED BY BUYER

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Company Name: \_\_\_\_\_

By (BUYER) \_\_\_\_\_

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

**Contract pricing is only guaranteed within 90 days of issue date. After 90 days pricing is subject to change.**

