

LEGACY SIGN GROUP

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219.728-5102

PURCHASE AGREEMENT

Legacy Sign Group Representative: Shaun OBrien

Date: 3/13/2020

A PURCHASE AGREEMENT BETWEEN LEGACY SIGN GROUP, LLC HEREIN CALLED SELLER AND BUYER

Name of Firm: Lions Club of Munster

Billing Address: PO Box 3273, Munster, IN 46321

Name of Display: Lions Club Entertainment Stage

Address of Installation: Centennial Drive, Munster, IN

Contact:

Phone: 219-314-9870

Contact: Greg Vitale

Phone: 219-836-6925

1. SALE: Seller shall, specifically for Buyer’s use, construct for and sell to Buyer, and Buyer shall purchase from Seller, the SIGN display(s) herein called “display”, in accordance with the terms of this purchase agreement. Also, a design approved and signed by the parties may be attached in lieu of or to supplement the specifications set forth herein below.

2. DESIGN & PROPOSAL:

Legacy Sign Group to design, fabricate and install the following:

SO-0015-1C

One (1) fabricated aluminum logos, 2” deep, painted blue with yellow graphics, mounted to brick with aluminum clips. 60” wide x 4’-9” tall.

Price.....\$2,375.00

One (1) sets of flat cut out letters, 1” thick painted acrylic, stud mounted flush to brick wall.

Price.....\$1,235.00

Installation.....\$800.00

Fabrication and Materials...\$ 3,610.00

Removal/Installation.....\$ 800.00

Tax.....\$ N/A

Permit Acquisition.....\$ N/A

Total.....\$ 4,410.00

\*All credit card payments will incur an additional 3% convenience fee.

4. PRICE AND TERMS.

a.	Price of display(s)	\$ 4,410.00
b.	Sales or Use Tax	\$
c.	Subtotal	\$
d.	Less Down Payment Received (50%)	\$ 2,205.00
e.	Subtotal	\$
f.	Sign Permits (at actual cost)	\$
g.	Permit Handling Fee	\$
h.	Balance due upon installation (plus e.f.g.)	\$ 2,205.00

5. LIMITED WARRANTIES & DISCLAIMER. Seller warrant said sign display for a period of one (1) year after completion and installation against defective workmanship and material on parts and labor only w/ (90) days only on electrical components. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery to the jobsite. The foregoing warranting shall not apply if the equipment has been repaired, other than by the Seller, or altered by anyone other than Seller, or if equipment has been subject to abuse, misuse or negligence, accident, vandalism, or natural disasters beyond Seller’s control. Seller shall not be liable for any damages or losses other than replacement of defective parts and labor. Further, the Seller does not warrant that the property will meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.

6. CREATION OF SECURITY INTEREST AND PERFECTION. For the purpose of securing payment and performance of the obligation hereunder, Seller shall have and Buyer does hereby grant to Seller a secured interest in said property. This shall remain the property of the Seller and security for said indebtedness until this contract is paid in full.

Said property shall not be considered to be a part of any realty of fixture by reason of being attached thereto, but shall be considered personal property at all times. If property is attached to realty prior to the perfection of the security interest granted hereby, Buyer on Seller’s demand shall furnish the Seller with a disclaimer or disclaimers signed by all persons having an interest in said realty that may be prior to Seller’s interest. Buyers shall notify Seller in writing of any intended sale, and shall give written notice of the terms and conditions of this security agreement to any prospective purchaser.

If in the event the Seller must remove the property upon default the Buyer agrees to reimburse the Sellers for any such sums so extended of sign removal. Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all property called for in this contract without being deemed guilty of criminal trespass.

7. INSURANCE. Seller agrees to maintain public liability insurance for any persons injured in any one accident and property damage liability insurance.

The pricing provided in this agreement is inclusive of Sellers general standard policy. Any costs associated with additional policy endorsements whether requested by Buyer or Landlord are subject to be invoiced in addition to this agreement.

ACCEPTED: Legacy Sign Group

By:

Title: Date:

ACCEPTED: Buyer

By:

Title: Date:

8. TAXES AND USE OF COLLATERAL. The Buyer agrees to pay promptly when due all taxes upon the property for its use and operation per the costs associated with this agreement. Should any loss, damage or injury result to said display from any cause whatsoever, while in possession of Buyer, or his agents, such loss or damage, shall not relieve Buyer from the obligation to pay for the same.

9. ASSIGNMENT. Buyer may not assign this Agreement without prior written consent of Seller. IN ANY ACTION BROUGHT BY SELLER OR SELLER'S ASSIGNEE AGAINST BUYER TO RECOVER ANY SUMS UNDER THIS AGREEMENT OR UNDER SUCH INSTRUMENTS OR TO RECOVER POSSESSION OF THE COLLATERAL, BUYER WILL NOT ASSERT AS DEFENSE, COUNTER CLAIM, SET OFF, CROSS COMPLAINT OR OTHERWISE ANY CLAIM, KNOWN OR UNKNOWN, WHICH BUYER NOW HAS OR HEREINAFTER ACQUIRES AGAINST SELLER AGAINST SELLER'S ASSIGNEE, EXCEPT TO SHOW THAT BUYER HAS PAID THE TOTAL DOWN PAYMENT SET FORTH HEREIN. DESPITE ANY SUCH ASSIGNMENT, SECURED PARTY SHALL REMAIN LIABLE TO DEBTOR FOR THE PERFORMANCE OR ALL OF SECURED PARTY'S OBLIGATIONS TO DEBTOR, INCLUDING THOSE ARISING HEREUNDER.

10. DEFAULT. The occurrence of any one of the following events shall constitute default under this Contract (a) nonpayment of any installment of the indebtedness hereby secured or failure to perform any agreement contained herein; (b) Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against the Buyer alleging that such Buyer is judgment against the Buyer; (c) loss, theft, substantial damage, destruction, sale, encumbrance or seizure of such to all or any portion of the collateral (d) death of the Buyer who is a natural person or of any partner of the Buyer (e) dissolution, merger, or consolidation or transfer of a substantial portion of the property of the Buyer which is a corporation or partnership; or (f) the Seller deems itself insecure for any reason whatsoever. When a default shall be existing, the indebtedness of the Buyer and any other liabilities may at the option of the Seller and without notice or demand be declared and thereupon immediately shall become due and payable and the Seller may exercise from time to time any rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Buyer agrees in the event of default to make collateral available to the Seller. Seller will give Buyer at least ten (10) days prior written notice of the time and place of any public sale of the collateral or at the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, repairing, preparing for sale and selling shall include the Seller's reasonable attorneys' fees and expenses. Any proceeds of any disposition of the collateral may be applied by the Seller to the payment of expenses of retaking the collateral, including reasonable attorneys' fees and legal expenses and any balance of such proceeds may be applied by the Seller toward the payment of the indebtedness owing the Seller.

No delay on the part of the Seller in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Seller of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this Contract, the term "Buyer" shall mean all parties signing this Contract and each of them, and all such parties shall be jointly obligated thereunder. In the event of default by the Buyer under any provisions of the agreement the Buyer agrees to pay for use of Seller a reasonable attorneys' fee in addition to all principal interest and delinquency charges.

11. PERMITS AND VARIANCES. (a) Buyer shall pay for the initial permit to erect the sign(s) covered by this agreement and all fees for procuring said permits and variances and all subsequent related permits and fees, including cost of registered professional engineering, if required. Seller shall assist Buyer in securing initial permit to the extent that Seller participation in the permit application. Buyer is responsible for engaging the services of a licensed electrical contractor or whomever else is permitted to act as Buyer's agent for this purpose; (b) Buyer must provide architects plans, plat of survey, or comparable drawings and renderings indicating property lines, underground utilities, and other land use details as may be required to secure a sign permit; (c) Buyer represents it has the authority to authorize the installation of signs at the location specified and that it will grant necessary access to premises as required by Seller to complete installation (and maintenance, if covered) of signs. Buyer agrees to indemnify and hold Seller and Seller agents harmless from any claims arising from and because of the right of access herein granted; (d) Revocation of any permit required for installation and maintenance of sign display shall not relieve Buyer from the payment of all sums due in accordance with the terms of this Agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the Display and agrees to indemnify Seller against any claims in connection therewith.

12. COMPLETION AND PERFORMANCE AND LIMITATION OF REMEDIES. Seller shall commence the construction of the sign(s) and execute the work thereon with due diligence until completion. Referenced completion date is approximate only. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from riot, war, fire, labor disputes, unforeseen commercial delays, acts of God, laws, regulations of governmental or public authorities, accidents, forces, conditions or circumstances, whether or not similar to the foregoing, beyond its reasonable control. The Buyer hereby agrees the under NO CIRCUMSTANCES WILL THE SELLER BE LIABLE HEREUNDER FOR CONSEQUENTLY DAMAGES, LOSS OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE PROPERTY SOLD HEREUNDER OR FOR ANY LOSS OR INTERRUPTIONS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWEVER CAUSED OF THE BREACH OF THE LIMITED WARRANTY AS STATED IN CLAUSE FIVE, THE LIABILITY OF THE SELLER SHALL BE LIMITED TO REPAIRING OR REPLACING THE NONCONFORMING PROPERTY, THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AND NO OTHER REMEDY SHALL BE AVAILABLE.

13. ALTERATIONS, DEVIATIONS AND DISCREPANCIES. Any alteration or changes from the specifications provided herein will be performed only if agreed to by the Seller in writing. Any discrepancies between sketches and drawings submitted and specifications provided in this contract shall be governed by the specifications herein. All sizes, dimensions and elevations as shown on sketches are approximate only and are subject to minor plus or minus corrections when field measurements taken and engineering drawings are completed.

14. ESCALATION. Unless otherwise specified in this agreement, prices quoted are guaranteed firm by Seller for sixty (60) days only from the date of proposal. Seller reserves the right to invoice Buyer for such additional costs for labor and/or materials, including subcontractor's costs associated with work, as may be incurred by Seller in the construction and installation of the sign(s) covered in this agreement during any of the (60) day period.

15. ELECTRICAL WORK. (a) Seller will connect sign(s) in a community where Seller is licensed as an electrical contractor. In a community whose ordinances prohibit electrical connection of a sign by a sign erector, Buyer shall utilize, at its expense, an electrical contractor licensed in that community to make the electrical connections of the display.

(b) For building mounted signs, Buyer is to have the service wiring brought through the face of the building within five (5) feet of the sign. For free-standing signs, Buyer is to have service wiring brought to a point within two (2) feet of the base of the sign.

(c) Electric service wiring is to be provided at 110 volt capacity. Service is to be furnished using adequate wire with each individual circuit at 20 amp capacity. Buyer is to furnish the number of circuits required, and is responsible for providing and installing a time switch, distribution panel, meter cabinets, or other similar equipment required.

(d) The Display shall be considered complete pursuant to the terms of this agreement, even if said Display is/are not electrically connected, if Buyer has not complied with the terms set forth in this paragraph at the time Seller is prepared to install the Display.

16. INSTALLATION. (a) Roofing: Buyer shall obtain written permission from owner of premises to install sign supports on or through roofing and any membranes associated with roofing. The cost of any roofing work to be performed, whether or not a necessary requirement for the installation of the Display, shall be an additional charge to be invoiced by the Seller and to be paid by the Buyer.

(b) Shipping: Shipments of Display beyond a 100-mile radius of Seller's manufacturing facilities at shall be charged to Buyer at the rate normally charged by common truck carriers unless otherwise noted in agreement.

(c) Store Fronts: Buyer will provide store front ready for sign installation prior to agreed completion date, and that Buyer agrees to reimburse Seller for any overtime labor costs incurred because of delays due to Buyer's or interference by other trades. Normal working days shall be 8:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of legal holidays.

(d) Channel Letters and Neon: For installation of electrical power supplies it is assumed that there is sufficient access up to and behind wall for working that will be provided by Customer. It is also assumed that installation of letters/displays is based on wall surface being common face brick, plywood, plasterboard, etc., but not glass, glazed brick, marble, granite, structural steel, dryvit, or other similar difficult surfaces for drilling of required holes on or through the walls and the walls must be structurally sound and stable. In the event such conditions exist, Seller reserves the right to invoice additional costs associated with maneuvering around such conditions.

(e) Site Ready: Unless otherwise specified and provided for, this agreement assumes that grade has a minimum soil content or medium clay and that all digging equipment and/or crane truck can drive up to foundation site of intended Display. Buyer agrees to reimburse Seller for any additional labor costs incurred because of delays and also any costs incurred if Seller is required to use special equipment, labor and/or subcontractors to prepare the site for installation. Unless specifically stated in writing to the contrary, Buyer shall provide all necessary reinforcements to the building on which the display is installed. In the event of sub-surface obstacles or obstacles in or behind the walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

(f) Obstructions: Customer is responsible for all federal, state, local, corporate, private, and personal property underground obstructions such as telephone lines, gas lines, fiber optic lines, oil pipes, electric lines, sewers, water mains, gas mains, underground sprinkler systems, foundations, storage tanks, etc. Seller disclaims any responsibility for damage to such underground services not disclosed and detailed in the plans of the Buyer, appropriate utility and/or governmental agency.

(g) Buyer shall inspect the Display immediately upon installation and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation the Display shall be deemed in all respects approved and satisfactory to Buyer.

17. MISCELLANEOUS. (a) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives, successors, and assigns.

(b) If any clause, phrase, provision or portion of this agreement or application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this agreement nor any other clause, phrase, provision or portion hereof nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons and circumstances.

(c) This agreement shall be governed in all respects by the laws of the State of Indiana. The parties agree that any suits with respect to this Agreement shall be brought in the courts of Porter County, Indiana.

(d) No verbal agreement or understanding contrary to any of the terms, specifications and conditions of this agreement have been made.