**RESOLUTION NO.** 

<u>N/21-14</u> Series of 2021

# A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH SOUL INSPIRATION LLC

WHEREAS, Soul Inspiration LLC (the "Grantee") is making improvements to the property located at 1020 W. 104<sup>th</sup> Ave., Northglenn, CO 80234 (the "Property"); and

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for improvements as described hereto as **Exhibit B** (the "improvements"); and

WHEREAS, NURA specifically finds that entering into this Agreement (**Exhibit A**) will enhance the physical appearance and economic viability of the Property, will protect adjacent properties from deterioration, and will maintain a positive business environment in the City of Northglenn.

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

<u>Section 1.</u> The Incentive Agreement attached hereto as **Exhibit A** is hereby approved for up to Two Thousand Five Hundred and Eighty-Two Dollars and Eighty-Nine Cents (\$2,582.89) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021

Rosie Garner Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle Executive Director Jeff Parker Board Attorney

### NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (BIG)

THIS NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT (the "Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and Soul Inspiration LLC (the "Grantee") (individually a "Party" or collectively the "Parties").

# WITNESSETH

WHEREAS, NURA is authorized under the provisions of Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight; and

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to businesses located within the NURA boundaries and to business owners of property within NURA boundaries; and

WHEREAS, Grantee desires to improve the property located at 1020 W. 104<sup>th</sup> Ave., Northglenn, CO 80234 (the "Property") with improvements more specifically described in Grantee's application for business incentives attached hereto as **Exhibit B** (the "Improvements"); and

WHEREAS, the Improvements are intended to preserve the Property by protecting against its deterioration, maintaining a positive business environment in the City, and attracting other businesses to the City and the Northglenn Urban Renewal Area; and

WHEREAS, the Improvements will further the public purpose of NURA as set forth in C.R.S. § 31-25-102; and

WHEREAS, NURA desires to reimburse Grantee by paying Grantee for a portion of the Improvements pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in order to promote redevelopment, fulfill NURA's urban renewal purpose as set forth in Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and achieve the above-referenced goals, and in consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### I. REIMBURSEMENT

A. NURA agrees to reimburse Grantee an amount up to a maximum amount of Two Thousand Five Hundred Eighty-Two Dollars and Eighty-Nine Cents (\$2,582.89) for the Improvements as follows:

- 1. The Improvements shall be constructed in compliance with all applicable laws, rules and regulations, including without limitation, all applicable building and technical codes, and City of Northglenn ordinances (collectively, the "Laws");
- 2. The Improvements shall be maintained and operated in compliance with the Laws;
- 3. All required approvals of any governmental authority with jurisdiction over the Improvements shall be obtained by Grantee prior to construction of the Improvements;
- 4. All contractors and subcontractors have signed lien waivers for all work and materials related to the Improvements; and
- 5. Grantee shall provide NURA with itemized reasonably detailed invoices and financial documentation that to NURA's reasonable satisfaction confirm the Actual Direct Costs of the Improvements.

The phrase "Actual Direct Costs" means costs invoiced to Grantee by the contractor(s) which can include sales and use taxes, permits, and project design review fees, but shall not include internal Grantee costs, such as Grantee staff time or Grantee travel expenses.

- B. Reimbursement to Grantee shall be made as follows:
  - 1. Reimbursement shall not be made until all of the Improvements have been fully completed and all governmental requirements have been satisfied; and
  - 2. Upon completion of the Improvements and Grantee being in compliance with all of the requirements of this Agreement, and upon delivery to NURA of fully paid invoices for all the Improvements, NURA shall reimburse Grantee up to a maximum amount of Two Thousand Five Hundred Eighty-Two Dollars and Eighty-Nine Cents (\$2,582.89) for the Actual Direct Costs incurred by Grantee for the Improvements; and
  - 2. NURA's obligation to reimburse Grantee shall terminate if Grantee has not met all of the above-listed conditions by January 14, 2022.

# II. ONGOING GRANTEE OBLIGATIONS

In addition to any ongoing obligations set forth in or reasonably implied from Section I, Grantee shall maintain the Improvements in good condition and good working order. If at any time within five (5) years from the Effective Date, Grantee fails to comply with the above-referenced conditions, Grantee shall reimburse NURA for all amounts paid by NURA to Grantee under this Agreement; provided that NURA shall first provide Grantee with written notice that one or both of the above-referenced conditions has been breached and Grantee shall have ten (10) days to cure the breach.

## III. PROMOTION

Grantee authorizes NURA to promote the approved project, including but not limited to the following: Website, Signage, Northglenn Connection, Economic Development E-newsletter, and other marketing and promotional publications and communication methods.

## IV. INDEMNIFICATION

Grantee agrees to indemnify and hold harmless NURA and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, business loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Grantee, any subcontractor of Grantee, or any officer, employee, representative, or agent of Grantee, or which arise out of any worker's compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee.

# V. MISCELLANEOUS

A. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.

B. <u>No Waiver</u>. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by NURA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. <u>Integration</u>. This Agreement and any attached exhibits constitute the entire Agreement between Grantee and NURA, superseding all prior oral or written communications.

D. <u>Third Parties</u>. There are no intended third-party beneficiaries to this Agreement.

E. <u>Notice</u>. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the following addresses set forth on the first page of this Agreement.

If to NURA:	Executive Director Northglenn Urban Renewal Authority 11701 Community Center Drive Northglenn, CO 80233
If to Grantee:	Cheryl Ramsey Soul Inspiration LLC

1020 W. 104<sup>th</sup> Ave.

Either party may change such notice address upon prior written notice to the other party.

F. <u>Severability</u>. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. <u>Modification</u>. This Agreement may only be modified upon written agreement of the Parties.

H. <u>Assignment</u>. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. <u>Governmental Immunity</u>. NURA, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to NURA and its officers or employees.

J. <u>Rights and Remedies</u>. The rights and remedies of NURA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit NURA's legal or equitable remedies, or the period in which such remedies may be asserted.

K. <u>Subject to Annual Appropriations</u>. Any financial obligations of NURA not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of NURA hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[Remainder of page intentionally blank. Signatures on following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

# NORTHGLENN URBAN RENEWAL AUTHORITY

Rosie Garner Chair

Date

ATTEST:

Debbie Tuttle Date Executive Director

APPROVED AS TO FORM:

Jeff Parker NURA Attorney

Soul Inspiration LL By ON Its:

STATE OF COLORADO ) ) ss. ) county of <u>Adams</u> )

The foregoing instrument was subscribed, sworn to and acknowledged before me this <u>and a subscribed</u> as <u>Julu</u>, 2021, by <u>Chery Ramsey</u> as <u>Juner</u> of Soul Inspiration LEC.

My commission expires: 7/17/2025

(SEAL)

ion Fields

Notary Public

SHANNON FIELDS
Notary Public
State of Colorado
Notary ID # 20174029795
My Commission Expires 07-17-2025

**EXHIBIT B** 



# **Business Improvement Grant (BIG) Application Form**

Name of Applicant: Cheryl Ramsey
Name of Business: Soul Inspiration LLC
Address of Business: 1020 W. 104th Ave.
Mailing Address (if different than business):
Phone Number: <u>720-420-9666</u> Cell Number: <u>720-320-7576</u>
E-mail Address: soulinspiration@outlook.com
Type of Business: Mercantile Metaphysical Incuo age retail Store.
Applicant is the: Property Owner Business Owner Other
How many years has the business been in existence? <u>8</u>
How long has the business been operating at the current location? <u>New to location</u>
When does your current lease expire? <u>August 2023</u>
If lease expires in less than two years, please explain the circumstances:
Property owner's name (if different from applicant): National Eagle LLC
Property owner's address: P.O. Box 110962
Property owner's phone number: <u>1-800-616-5365</u>
Note: If you are not the property owner, please have the property owner or authorized representative co-sign this application under Property Owner Authorization on Page 3.
Why are you requesting this grant?
To help pay for store signs

#### **Proposed Improvements:**

Please describe the proposed improvements to the property. Include at least <u>one</u> color photograph of all areas showing the existing building conditions <u>prior</u> to the improvements.

**Three** bids are required for the proposed work. If you have any additional building information such as measured plans, site plans, or architectural documentation for improvements (plans, sketches, or construction costs, permit and construction fees and taxes), please include them with your application.

#### **Exterior Improvements Description:**

Light up sign above store, window graphics and marquee signs

#### **Bid information:**

Bid #1: Company Affordable Signage of Colorado LLC	Amount \$ <u>5,991</u> \$5165.78
Bid #2: Company_Garnett Signs	Amount \$ <u>15,5776</u> [3946.00
Bid #2: Company_Signarama	Amount \$ <u>14,086</u> €13,123,9∂

Which company have you chosen to perform the work? Affordable Signage of Colorado

Is this company licensed to perform work in Northglenn?	Yes	No	
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#### Budget & Timing:

Total overall proposed project budget: \$-5,991 5165.78

Total amount of funding assistance being requested: \$ 2,995.50 2582.89

Desired completion date: 08/01/2021

#### Authorization:

The applicant authorizes the Northglenn Urban Renewal Authority (NURA) to promote an approved project, including but not limited to, displaying a NURA grant program sign or sticker at the site during and after construction, and the use of photographs and descriptions in city and NURA related communications and materials.

The applicant understands that NURA reserves the right to make changes in the conditions of the Business Improvement Grant program as warranted.

The applicant understands that, in the event this application is approved, a binding letter of commitment must be signed and recorded. The applicant must also provide proof of the completed project prior to the release of grant funds.

Signature of		Date 07/01/2021	
	Business Improvement	Grant Application Rev. 12/2018	

#### **Property Owner Authorization:**

If the applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

	rty at_1020 W. 104th Ave	(address) I have
reviewed the above	application and authorize the operator of	Soul Inspiration LLC

(business name) at said address to perform improvements described above as part of the NURA Business Improvement Grant program.

#### Signature of Property Owner or Authorized Representative:

Ariel Chan (on behalf of Impala Capital LLC)	07/03/2021

Name

Date

### SUBMITTAL CHECKLIST

Please check all the boxes below indicating that you have included the following required documentation:

**Original Application Form** 

At least <u>one</u> color photo of each area of the building, property and/or sign where

improvements will be made prior to the improvements

Color rendering(s) of the proposed scope of work

Three (3) contractor bids, including a complete project description and cost estimate

\$25 application fee payable to

NURA Project Fact Sheet

Completed W-9 – Request for Taxpayer ID & Certification

É.





ORDER FO	DM						nvoice
			6 101 1000				IIVUIGG
INVOICE #:			6/21/202			AUT	
CUSTOMER:	SOUL INSPIRATIONS		CHERYL / JUS				dable)
			720-320-7576	/ 720-420-96	66 .	aign	
	1020 - 1022 W 104TH					Wester	es to give you a quality sign at an atlandable price!
	NORTHGLENN, CO	EMAIL:	soulinspiration	@outlook.com		2	Serving the Denver Metro Area!
	80234 1020 - 1022 W 104TH	AVESALES REP:	RICHARD		IS.	why pay retail? AVE MONEY	signs@ascolorado.com
	www	.ascolorado	.com			ave money with us. 3568 PEORIA ST. U	Moriday - Friday 9:00 AM - 5:00 PM INIT 606 AURORA CO 80010
TY.		DESCRIPTION				RATE	PRICE
* SIZE: * MATE * RETU * CABII * SING * RETU * FACIN * GRAF * ILLUN * MOU * 1 - TC * U/L L * INCLU	PHICS: 3M VINYL OVERLAY MINATION: 8 DAYLITE T12' NTING: FLUSH DGGLE SWITCH / U/L APPI ABELED	NUM 5 CORNERS RETAINERS J N GLOSS ENAMEL FINISH POLY CARBONATED - #7328 SIGN W Y (BURGUNDY / DK. BLUE) & F96'S LAMPS ROVED LECTRICAL COMPONENTS	(F	<b>FION OF CAB</b> look Up To Exis	-		\$ 475.00
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(UL)		REE BANNER ( COMING SOON, I					N/C
		REE TÉNANT NAME ON MARQU REE TOP VINYL WINDOW BANS		BLE SIDED) / INS	STALLED		N/C
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	pecified. All work to be anner according to standard viation from above specifications	Deposit Received:	CK#	C/C CASH	1000	EMENT FEE	\$ 150.00
ving extra cost will be exec	cuted only upon written orders, ge over and above the estimate.	Date:				PERMIT FEE	\$ 250.00
aule May Day	Your Business!	Balance Due:		×	JMBS 40	SUB TOTAL	\$ 5,590.00
	-	Received By:			TOROVED	TAX	\$ 400.78
		GN PROJECT AND GIVE FULL AUTHO		WITH ORDER.		TOTAL	\$- <del>5,990.78</del> .516
		Acceptance Signature:			Jordit Internet o	*C/FEE	
	PERMIT FEES NOT INCLUDE	BEFORE COMMENCEMENT OF W ED / PERMIT FEE WILL BE ADDED TO BA	ALANCE OF INVOK	CE, (IFAPPLICABL	E)	TOTAL DUE	\$ 5,990,78
DICES & CANCELLATIC	ON OF ORDERS: AFFORDABLE S	e fee al 3.5% added to the invoice if paying by cre SIGNAGE OF COLORADO LLC (Vendor) prepa	ares your order accor	ding to your specific	ations.	DEPOSIT	\$ 3.594.47
aning your proof, you a customer is solely respo	pprove of it's content and rel nsible for proof reading. Ven	lease the vendor to commence work. Ya dor does not assume any responsibility fo	ou are solely responsit or the correctness of (	ble for the content o	of the order.	BALANCE	\$ 2,396.31
may be removed at ou	ur discretion if invoice has not	rder are the property of AFFORDABLE SIGN t been paid in full <sub>e.</sub> The client is responsible	le for any cost of rem	oval re-installation.	and/or storage		AITH, He Will ANSWER
Once Any i	e we receive all approvals (Mana	s ol delivery or installation of signage from the ti gement / Municipal Permits) Vendor (Affordable , vendor (Affordable Signage of Colorado) will r n date	e Signage of Colorado) v	vill start the production	permit approvals. of project		

1-720-289-7463 1250 Simms St #105

#### Lakewood CO 80401 **Garnett Signs - Colorado Garnett Signs PROPOSAL - 12220** Date: 7/1/2021 **Project: Soul Inspiration Bidding To: Soul inspiration Project Address** 1020 W. 104th Ave Address: 1020 W. 104th Ave. Northglenn, CO 80234 Northglenn , CO 80234 test if it sets if it rest is a set of it is an Quantity Description Price 1 Fabricate 1) single faces 4'x14' cabinet with radius coners Painted Dk Bronze. \$8,532.00 3/16" white lexan faces with 2 lines of black vinyl copy reading "Soul Inspiration" on line one and "New age Metaphsical Store" on line 2 May change after actual print is available. 1 Fabricate perforated window film to cover 4 windows and one door. Windos are \$1,631,00 75" tall x51.",40.375",39.75",46.5" the door is 93.5"x31" graphic to match web page background. May change after actual print is available. Fabricate 2) new tenant panels VO is 50.25x21.875. white background black copy 1 \$835.00 mathcing the main caibnet. May change after actual print is available. 1 Install all signage. No Access restrictions, install during normal daytime weekly \$3,392.00 hours No OT, Nights, Weekends are included. NO running of or connecting of electrical. Taxes \$1,187.00 **Estimated Production Lead Time** 5 Weeks \$15,577.00 \$13,946.00 Total

TERMS: 50% DOWN (PO/WO ONLY - NO CONTRACT), BALANCE DUE UPON COMPLETION (INTEREST OF 0.8% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

#### NOTE:

This price does not include primary electrical connections, specialty lifts, engineering changes, special soil conditions, permits, permit work, specialty engineering, sidewalk closures, traffic control or tax unless specifically stated.

This proposal may be withdrawn If not accepted within 30 days from the date above. This work will not begin until written acceptance of drawings and price, down payment and required permits are received

Any alteration or deviation from the above specifications involving extra costs and will become an extra charge over and above the contract price. Proposal assumes all signage is fabricated and installed at the same time. Phased fabrication and/or installation mobilizations are excluded unless specifically stated above

Fire department evac permit amount will be billed at city fee + 10%. This amount is not included in the total, it will be added via change order when amount is known. Special Terms: This item will be invoiced and due upon securing city permit.

Exterior sign permit amount will be billed at city fee + structural engineering fee + additional permitting submittal fees as required + 10%. This amount is not included in the total, it will be added via change order when amount is known. Special Terms: This item will be invoiced and due upon securing city permit.

CUSTOMER INITIALS



Date:

1-720-289-7463 1250 Simms St #105 Lakewood CO 80401

#### **Garnett Signs - Colorado**

#### **DEPOSIT INVOICE - 12220**

Project: Soul Inspiration

#### Bidding To: Soul inspiration Address: 1020 W. 104th Ave.

7/1/2021

Northglenn , CO 80234 Quantity Description Price Fabricate 1) single faces 4'x14' cabinet with radius coners Painted Dk Bronze. 3/16' ī \$8,532.00 white lexan faces with 2 lines of black vinyl copy reading "Soul Inspiration" on line one and "New age Metaphsical Store" on line 2 May change after actual print is available. 1 Fabricate perforated window film to cover 4 windows and one door. Windos are 75" tall \$1,631.00 x51.",40.375",39.75",46.5" the door is 93.5"x31" graphic to match web page background. May change after actual print is available. Fabricate 2) new tenant panels VO is 50.25x21.875. white background black copy 1 \$835.00 mathcing the main caibnet. May change after actual print is available. 1 Install all signage. No Access restrictions, install during normal daytime weekly hours \$3,392.00 No OT, Nights, Weekends are included. NO running of or connecting of electrical. \$1,187.00 Taxes 13,946.00 \$15,577.00 TOTAL PROPOSAL AMOUNT \$7,789.00 Deposit Invoice \*\*\* Final Invoice \*\*\* \$7,789.00 **Invoicing Schedule** \*\*\* FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION/PERMIT COSTS/ENGINEERING \*\*\* PLEASE PAY THIS AMOUNT: Ś 7.789.00



1289 S. 4th Ave. #200 Brighton, CO 80601 (303) 914-9700

# ESTIMATE EST-28989

Payment Terms: 50% Deposit > \$250

DESCR	IPTION: Internally lit LED light box with acrylic face and vin	yl graphics	20 Jan 19	F Sale Long 1	
Bill To: Soul Inspiration 1020 104th Ave Northglenn, CO 80234 US		Installed:	Soul Inspiration 1020 W 104th A Northglenn, CO US	ve	
	<b>ested By:</b> Justin Ramsey Email: soulinspiration@outlook.com rk Phone: (720) 320-7576	<b>Salesperson:</b> D Email: o Work Phone: 3 Entered By: Ji	lawn@signarama 03-914-9700	colorado.com	
NO.	Product Summary	QTY	UNIC PRICE	UNIT PRICE	AMOUNT
1	scope of work Moving in August 1st from 88th Federal Light Box sign 4' high by 12' wide Imternally LED illuminated Acrylic face with vinyl graphics rounded corners as per other boxes on wall and per s They also have the space next door. 1022 Window graphicsWindow perf Addition to Marquee sign	1 pecs		\$0.00	\$0.00
2	Internally lit light box 4' x 12' rounded corners / black painted	1		\$10,035.90	\$10,035.90
3	installation Installation onto wall *Electrical power and junction box by others, Appears to be on on the front of the building. Have not verified if these junction boxes are active.	1		\$1,790.00	\$1,790.00
4	application for permit	1		\$350.00	\$350.00
5	permit to be added after approval	1		\$0.00	\$0.00
6	setup	1	24	\$45.00	\$45.00
7	Two new acrylic faces with translucent vinyl for faces Two new acrylic faces translucent cut vinyl	2		• <del>-\$481.395</del>	\$962.79

t	includes removal of existing and installing new face on monument	1
	Subtotal:	\$13,183.69
	Taxes:	\$903.02
	Grand Total:	\$14,086.71
		\$ 13, 123.9

#### DUE TO THE CURRENT VOLATILE NATURE OF RAW MATERIALS, THIS ESTIMATE IS GOOD FOR 7 DAYS

TERMS OF PAYMENT: Upon ordering, you must provide Vendor a 50% deposit. Your balance will be due upon delivery and/or installation. Vendor may, at its sole discretion, extend credit terms to you upon approval. COLLECTION PROCEDURES: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$45.00, together with interest accruing at the rate of 18% per annum, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. CUSTOMER'S ACCEPTANCE OF WORK: Customer's acceptance, either personal or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, customer affirms that the work substantially conforms to all expectations. LOST or SUBSTANTIALLY FORGOTTEN WORK: If customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and vendor will not be responsible for further loss. Customer will be billed and responsible for payment for work that has been completed.

Signature:

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