

**A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH
MAC MANAGEMENT LLC DBA NORTHGLENN SQUARE**

WHEREAS, MAC Management LLC dba Northglenn Square (the “Grantee”) is making improvements to the property located at 10615-10689 Melody Drive, 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:**

Section 1. The Incentive Agreement attached hereto as **Exhibit A** is hereby approved for up to Twelve Thousand Five Hundred Dollars and Zero Cents (**\$12,500.00**) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2019

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 _____, 2019, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") and MAC Management LLC dba Northglenn Square (the "Grantee") (individually a "Party" or collectively the "Parties").

W I T N E S S E T H

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 10615-10689 Melody Drive, 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 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) maximum 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 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) for the Actual Direct Costs incurred by Grantee for the Improvements; and
3. NURA's obligation to reimburse Grantee shall terminate if Grantee has not met all of the above-listed conditions by January 10, 2020.

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.

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

F. Severability. 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. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. 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. Governmental Immunity. 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. Rights and Remedies. 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. Subject to Annual Appropriations. 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.]

MAC Management LLC dba Northglenn Square

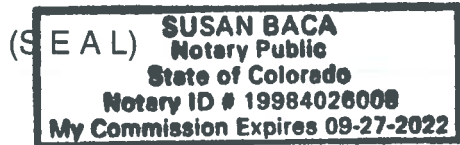
By Alex Chebek

Its: Owner

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27th day of June, 2019, by Alex Chebek as owner of MAC Management LLC dba Northglenn Square.

My commission expires:
09/27/2022



Susan Baca
Notary Public



Business Improvement Grant (BIG) Application Form

Name of Applicant: Alex Chlebek

Name of Business: MAC Management LLC DBA North Glenn Square

Address of Business: 10615-10689 Melody Dr.

Mailing Address (if different than business): 3685 E. 121st. Ave Thornton

Phone Number: _____ Cell Number: 720-289-3179

E-mail Address: Alexc3685@gmail.com

Type of Business: Retail Center

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? purchased 2018

How long has the business been operating at the current location? center

When does your current lease expire? _____

If lease expires in less than two years, please explain the circumstances: _____

Property owner's name (if different from applicant): _____

Property owner's address: property owner

Property owner's phone number: _____

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?
Financial Assistance for Monument Sign

Proposed Improvements:

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

Replace existing Monument sign with a New one.

Bid information:

Bid #1: Company Signarama Amount \$ 27,208-*
Bid #2: Company Reflection Signs and Graphics Amount \$ 29,632-
Bid #2: Company DaVinci Sign Systems Amount \$ 39,837-

Which company have you chosen to perform the work? Signarama

Is this company licensed to perform work in Northglenn? Yes No

Budget & Timing:

Total overall proposed project budget: \$ 30,000.00

Total amount of funding assistance being requested: \$ 12,500.00

Desired completion date: 9-30-19

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 Applicant [Signature] Date 6-14-19

**NORTHGLENN
SQUARE**

MANDARIN GARDENS

PEARLE VISION

**CHILD DEVELOPMENT
CENTER**

CHIROPRACTIC CENTER

ANTIQUE MALL

ODYSSEY DIVING

MEXICAN FOOD

MELODY BARBER SHOP

BIG D's LIQUOR

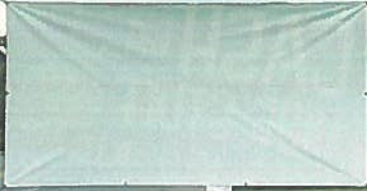
2ND Time SPORTS

THRIFT STORE

DOLLAR TREE

BINGO

DOLLAR TREE









9011 Harlan St
Westminster, CO 80031
(303) 427-7446

ESTIMATE

EST-3775

The Way to Grow Your Business
www.frontrangesignarama.com

DESCRIPTION: CUSTOM - LED Illuminated Cabinet Sign - NORTHGLENN SQUARE

Bill To: MAC Management - Northglenn Square
3685 E. 121st Ave.
Thornton, CO 80241
US

Pickup At: Front Range Signarama
9011 Harlan St
Westminster, CO 80031
US

Requested By: Alex Chlebek
Email: alexc3685@gmail.com
Cell Phone: (720) 289-3179

Salesperson: Larry Godwin
Email: larry@frontrangesignarama.com
Work Phone: 303.427.7446 x 1001
Cell Phone: 303.590.8880

| PRODUCTS | QTY | UNIT PRICE | TAXABLE | TOTALS |
|---|-----|---|-------------|-------------|
| 1 CUSTOM LED Illuminated Cabinet Sign | 1 | \$23,200.00 | \$23,200.00 | \$23,200.00 |
| 1.1 Custom Item Taxed - CUSTOM LED Illuminated Cabinet Sign Part Qty: 1 | | | | |
| | | Text: CUSTOM - NEW LED ILLUMINATED Cabinet Sign to install between existing columns. Dimensions of sign Approximately 12' high X 13'3" wide and is DOUBLE FACED. Top ID portion design TBD of similar size to rendering. Cabinet is all NEW FABRICATION. Cabinet will have individual tenant panels for FIFTEEN different tenants (including large ones for Dollar Tree) on each side, all separated by aluminum retainer strips and with 3mm acrylic panels for UV resistant vinyl graphics. The panels are all replaceable individually for tenant changes. LED lighting is low voltage and energy efficient for low power consumption. Sign will include initial identification text/graphics on each (30) tenant panel for basic tenant information (multiple changes or logo creation would incur small design charge). | | |
| | | UL LISTED | | |
| 2 INSTALLATION of New Sign - Removal of Old Sign | 1 | \$1,728.00 | \$0.00 | \$1,728.00 |
| 2.1 Installation - INSTALLATION of New Sign - Removal of Old Sign Part Qty: 1 | | | | |
| | | Text: Installation - REQUIRES bucket and crane trucks and licensed/insured technicians to remove old existing sign and to install new sign. We will connect to existing electrical. | | |
| | | ALL METHODS OF INSTALLATION ARE METHODS STANDARD TO THE SIGN INDUSTRY. | | |
| 3 PERMITTING | 1 | \$250.00 | \$0.00 | \$250.00 |

3.1 Permitting Fee -

Part Qty: 1

Text: Permitting fee is for securing the permit from the city for the new signage.

The permitting fee is NOT for the cost of the actual PERMIT. That is a charge from the city and will need to be paid separately once the city determines what that cost is.

Invoices & Cancellation of Orders: Signarama (Vendor) prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After commencement of your order (the point at which materials are assembled and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign a proof prior to our commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence our work. You are solely responsible for the content of the proof once it has been signed. However, if we should make an error in producing the work as proofed, please be assured that we will redo the work as quickly as possible and without charge to you. Vendor's Liability Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

| | |
|-------------------|-------------|
| Subtotal: | \$25,178.00 |
| Taxable Amount: | \$23,200.00 |
| Taxes: | \$2,030.00 |
| Grand Total: | \$27,208.00 |
| Deposit Required: | \$13,604.00 |

Terms of Payment: Upon ordering, you must give 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 \$25.00, together with interest accruing at the rate of 1.5% 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: _____

Reflection Signs and Graphics
 Cherry Creek - 501 S. Cherry Street, #1100
 Denver, CO 80246
 303-450-3255
 info@reflectionsigns.com
 www.reflectionsigns.com



ADDRESS
 Alex Chlebek
 MAC Management LLC
 3685 E. 121st Ave.
 THornton, CO 80241

SHIP TO
 10655 Melody Drive
 Northglenn, CO 80234

ESTIMATE 1807

DATE 04/09/2019

DESCRIPTION
 Monument Sign

| DESCRIPTION | TOTAL |
|---|------------|
| Complete Sign Permit Application Research site plan and zoning Create technical drawings of sign to submit to city for approval Call in final inspection **Additional time, research, graphic representations, or other requirements made by the city, county, engineering firm or other entity involved in the permit procurement process is billed at \$80/hr | 250.00 |
| Cost of Permit determined by the City of Northglenn Final cost will be added to the invoice when permit is issued | 0.00 |
| Subtotal: 250.00 | |
| If required by the city of Northglenn, an engineering report to reflect attachment methods, VULT rating, etc. will be ordered to supplement the permit application documents. If the engineering report requires any design, attachment or installation changes to the original sign proposal, additional costs will be added to the final invoice. | 0.00 |
| Final Electrical Hookup Per NEC Article 600.5, Branch Circuits: Each commercial building and each commercial occupancy accessible to pedestrians shall have at least one outlet that supplies no other load and rated at least 20 amperes. Client may contract directly with a licensed electrician or Reflection Signs and Graphics can arrange and manage this service for a fee. If using your own electrician, contact information must be provided to the city of Northglenn along with permitting documents | 0.00 |
| Subtotal: 0.00 | |
| QTY: 2 Double sided, internally illuminated sign cabinets Divider bars for 8 individual tenant spaces Polycarbonate sign faces Printed and/or stock color backlit vinyl on faces Square aluminum design elements, painted (color tbd) | 24,480.00T |
| Removal of existing sign cabinets and burgundy triangles Installation of new cabinets and squares | 2,760.00 |
| Subtotal: 27,240.00 | |

Wilson Holding Corp. dba Reflection Signs and Graphics is a Woman Owned Small Business & is certified through the City of Denver, RTD, & the SBA with the following designations: M/WBE, SBE, DBE, & ACDBE. NAICS Codes, DUNS #, & Certification Letters available.
 Tax ID: 45-2735961

| DESCRIPTION | TOTAL |
|--|--------------------|
| Sales Tax calculated by AvaTax on Tue 09 Apr 19:18:00 UTC 2019 | 2,142.00 |
| 50% due upon acceptance of work. Balance due, including change orders, payable upon delivery/installation of finished good/services. | |
| While performing work, changes may occur that require additional time and/or materials to complete the job. Changes to the initial estimate will result in edits to the invoice. | |
| Prior permissions from landlord is the responsibility of the client for signs installed on leased buildings or property. When permitting a sign, written approval is required. | |
| For Installation/Removal ONLY work; Reflection Signs and Graphics provides no warranty for signage manufactured by other sign companies. | |
| Balance payments received after the due date are subject to late payment fees, monthly service charges of 1.5% per month, and all collection costs, including attorney's fees. A \$20 fee + bank fees will be assessed on all returned checks. | |
| TOTAL | \$29,632.00 |

Accepted By _____

Accepted Date _____

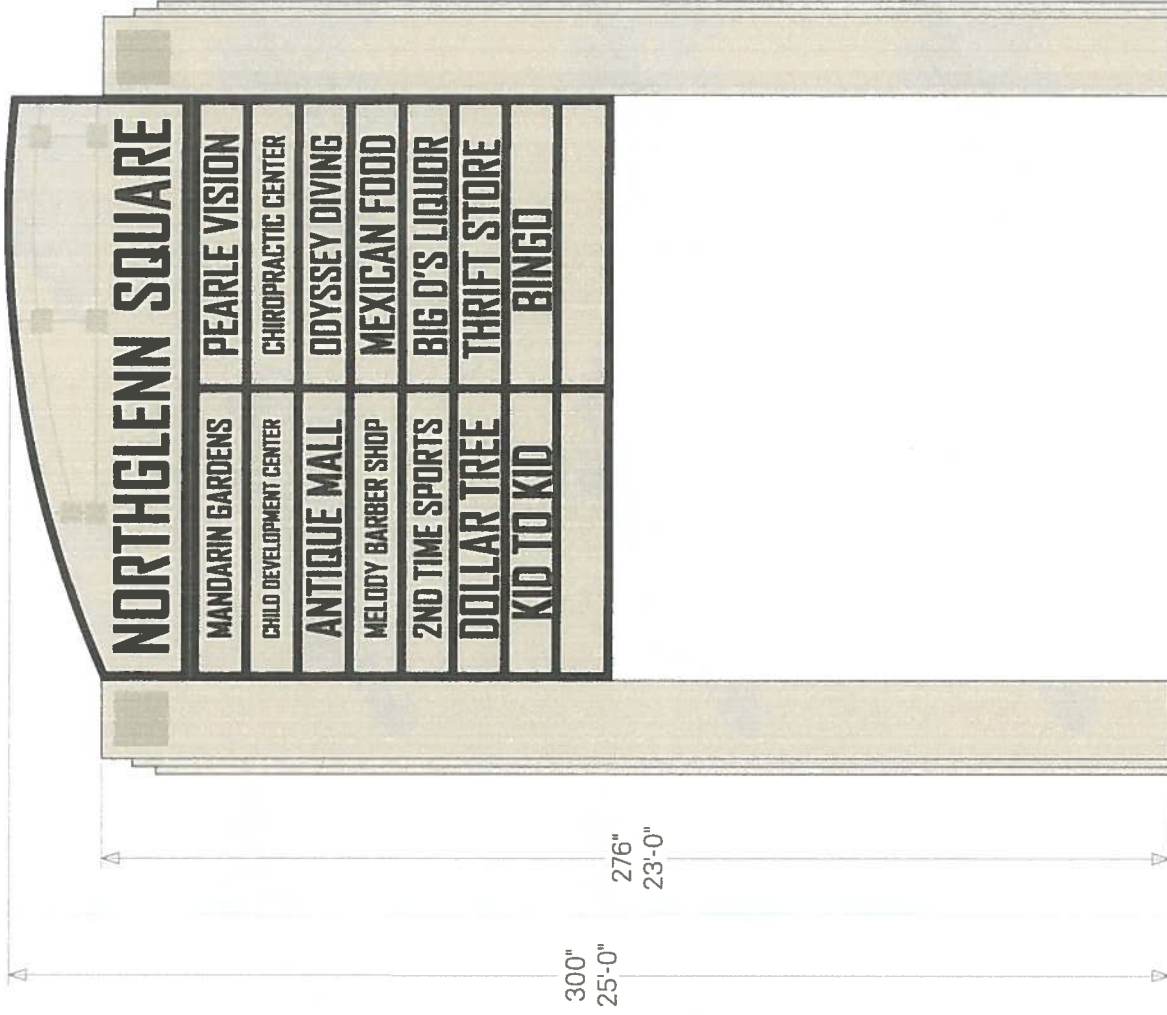


Existing Architectural Style



Existing Sign

- Remove existing cabinets and maroon triangles
- Manufacture double sided sign cabinets
- Bottom cabinet to have divider bars
- Backlit vinyl on top and bottom sections
- Manufacture 4 aluminum squares; painted
- Font to be determined
- Colors to be determined



Cherry Creek
501 S. Cherry Street, #1100
Denver, CO 80246
info@reflectionsigns.com
303-450-3255

Prepared For:
Northglenn Square

Address: 10655 Melody Dr, Northglenn, CO 80234
Phone:
Contact: Alex Chlebek

Project: Monument Sign
Date: April 3, 2019
Reference: Bid

Sign: A

Page: 1 of 2

PROOF REVIEW: It is the responsibility of the client to review proofs for accuracy and report any errors or changes needed (i.e. layout, spelling, grammar, punctuation, size, appearance, materials, spacing, placement of design elements, or any other details). **Client is responsible for final approval** which includes any MANAGEMENT, LANDLORD, OR PROPERTY MANAGEMENT COMPANY APPROVALS. If errors or changes are needed AFTER the manufacturing process begins, all costs associated with the original sign, the re-manufacture of the sign, and any ancillary costs, including but not limited to , additional materials, supplies, travel, shipping, removal, re-installation, etc. will be added to the final invoice.

PRODUCTION: Sign production will not begin until approval of the artwork is confirmed either with a signature on this form or an e-mail approval. With approval of the art and the required, non-refundable deposit, authorization is granted to Reflection Signs and Graphics to proceed with sign production.

EXCLUSIVITY: The attached design/artwork is the exclusive property of Reflection Signs and Graphics. It is the result of graphic design time dedicated to the named client's specific sign project. **Distribution and/or exhibition of this work to anyone other than the employees of the named client or individuals involved in the approval process (client management team, landlord, property management company, etc.) is STRICTLY AND EXPRESSLY PROHIBITED. This includes sending visual renderings to other sign vendors to receive bids based on this work.** The use of this visual work to construct signs similar to the signs depicted in this packet with another sign vendor is strictly prohibited and requires written permission from Reflection Signs and Graphics for their release. Client agrees to pay for the time and effort involved in the creation of this visual representation and any subsequent proof(s) if another sign company constructs the exact sign(s) or sign(s) similar to any of the signs depicted in this packet. Graphics work is billed at \$80/hr.

PROOFS FOR BIDDING PURPOSES: One (1) proof or visual rendering may be provided at no charge to determine whether to buy design(s) or sign(s) from Reflection Signs and Graphics. **Requests to make edits constitutes acceptance and intent to purchase signs and/or designs from Reflection Signs and Graphics.** If signs are not purchased, and renderings/graphic design work is provided for client's sign project, client agrees to pay for the time dedicated to the project at the graphic design rate of \$80/hr.

When measurements are taken to construct signage, Reflection Signs and Graphics measures walls, buildings and/or related structures with a standard tape measure and/or a laser measuring tool. Photos (visual representations) are scaled from these measurements and may deviate slightly based upon the skew of the photograph.

Reflection Signs and Graphics is a custom sign company. When certified architectural, surveying, electrical, or engineering companies are required, we will recommend a project appropriate firm to perform the work. Municipalities often require the involvement of, or a report from, a licensed firm when electrical, free standing, pendant, or projecting signs are manufactured and installed. These technical reports ensure the safety and structural soundness of the sign and it's installation. Wind load calculations and reports may also be needed for permitting exterior signs and must be performed by a qualified/licensed firm.



Electrical Notes

Per NEC Article 600.5, Branch Circuits, each commercial building and each commercial occupancy accessible to pedestrians shall have at least one outlet that supplies no other load and rated at least 20 amperes.

Client may contract directly with a licensed electrician or Reflection Signs and Graphics can arrange and manage this service for a fee.

Signature _____

Date _____

if results are acceptable and the equivalent of a signature - by this form E-mail directives and proof approvals are not as receipt & acceptance of the terms and conditions outlined in this disclosure



Cherry Creek
501 S. Cherry Street, #1100
Denver, CO 80246
info@reflectionsigns.com
303-450-3255

Prepared For:
Northglenn Square

Address: 10655 Melody Dr, Northglenn, CO 80234
Phone:
Contact: Alex Chlebek

Project: Monument Sign

Date: April 3, 2019

Reference: Bid

Disclosure

Page: 2 of 2



Colorado

4496 Bents Drive, Unit A
Windsor, CO 80550
Ph: 970-203-9292

Wyoming

108 W. Lincolnway
Cheyenne, WY 82001
Ph: 307-220-4316

Toll Free: 866-DaVinci (328-4624)

www.davincisign.com

Sales Proposal / Agreement

| | |
|---|--|
| <p>Company Name: <input type="text" value="Northglenn Square"/></p> <p>Attn: <input type="text" value="Frank DeSiena"/></p> <p>Billing Address: <input type="text" value="10675 Melody Dr"/></p> <p>City, State, Zip: <input type="text" value="Northglenn CO"/></p> <p>Phone: <input type="text" value="720-883-6794"/></p> <p>Cell: <input type="text" value="720-883-6794"/></p> <p>Email: <input type="text" value="Frank@sienamanagement.com"/></p> <p>Proposal Date: <input type="text" value="4/30/19"/></p> <p>PO #: <input type="text"/></p> | <p>Job Name: <input type="text" value="Northglenn Square"/></p> <p>Drawing #: <input type="text" value="19-316"/></p> <p>Site/Street Address: <input type="text" value="10675 Melody Dr"/></p> <p>Site/City, State, Zip: <input type="text" value="Northglenn CO"/></p> <p>Job Contact Name: <input type="text"/></p> <p>Job Contact Phone: <input type="text"/></p> <p>Sales Consultant: <input type="text" value="Rodney Eaton"/></p> <p>Email: <input type="text" value="rodney@davincisign.com"/></p> <p>Cell: <input type="text" value="720-235-9202"/></p> |
|---|--|

Thank you for the opportunity to serve you!

Scope of Work:
 Remove Center ID & tenant cabinet & Junk. Fabricate and install new Center ID & tenant sign & install on same supports & structure. Pricing inc repaint of existing pole covers on site & no sheet metal work included..
 Per design 19-316 Pricing assumes existing pole covers can be reused & new sign can mount to pole covers., and current engineering standards. Pricing Subject to full survey

Quote - \$39,837.47 Plus tax and permitting fees

Pricing in this proposal is based on client signing this agreement. Subcontract or other agreements add 7% to the proposal amount.

Lease financing is available. Ask your salesperson for more information.

Payment Terms:

Payment Method: Check Credit Card* Lease/Purchase Financing \$
 Monthly Maintenance Option \$

Note: Any applicable sales tax, permit costs or permit acquisition fees are not included in the above proposed amount unless stated otherwise above. These items will be added to the final invoice.

PRICES ARE VALID FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL

Performance by buyer is personally guaranteed by the undersigned purchaser.

| PURCHASER / GUARANTOR | |
|--|--|
| Date Accepted: | <input type="text"/> |
| Print Name: | <input type="text"/> |
| Signature: | <input type="text"/> Title: <input type="text"/> |
| Signature signifies acceptance of general terms and conditions included on page 2. | |

| DAVINCI SIGN SYSTEMS, INC. | |
|---|--|
| Date Accepted: | <input type="text"/> |
| Print Name: | <input type="text"/> |
| Signature: | <input type="text"/> Title: <input type="text"/> |
| Contract not binding until signed by an officer of DaVinci Sign Systems, Inc. | |

Ask your salesperson for a quote on a planned maintenance program for your new sign.

Extraordinary Belongs To Those Who Create It!

General Terms and Conditions:

- Monument structure, foundation, excavation, and engineering done by others.
 - Assumes customer will have a designated Windows 98 or newer PC for operation of electronics/EMC displays.
 - Communication lines into the sign from a PC, when required for EMC operation, will be provided by others.
 - Any possible required licensed engineer's review, stamp and/or changes to shop drawing(s) will incur an additional cost to the customer.
 - Permit fees are based on the actual jurisdictional charge plus an acquisition fee for staff time at \$125 per hour, with a \$250 minimum.
 - This contract assumes adequate access to work areas for DaVinci personnel & equipment.
 - Landscaping &/or landscape repair is excluded from scope of work.
 - Final electrical hook-up to sign shall be done by others, with the customer being responsible for the coordination and cost of this work.
 - All signs are 120 volt primary unless otherwise noted. Higher voltage such as 277 is available, but at an additional cost to customer.
 - Davinci Sign will not be held responsible for damage to *unmarked* public or private utilities, sprinkler lines, phone lines, etc. that may occur while installing signs &/or excavating.
 - This contract assumes normal soil conditions for foundations, inadequate soils, high water tables. All other conditions may require additional work at an additional cost to the customer.
 - All work comes with a (1) one year warranty period from the date of substantial completion (if paid within the terms as outlined on this proposal).
- It is the responsibility of the customer to present adequate tax exempt documentation at time of signing and prior to permitting. Without this documentation, any tax paid with permits will be passed along, and reimburseable in full to DaVinci by the customer. Any refund of this tax will be the responsibility of the customer to request directly from the taxing jurisdiction.

Acceptance of Proposal: The prices, specifications and conditions as outlined are satisfactory and hereby accepted. DaVinci is authorized to do the work specified. Once signed & accepted, this proposal becomes a binding contract. Payment will be made as outlined.

** A 3% convenience fee will be automatically charged on all credit card payments over \$2,500.*

When deposits are given by credit card, any balance due will be automatically processed at the completion of work.

By signing this agreement, the signer grants permission for DaVinci to use photos and to make reference to the client's project in advertising, on their website, and/or any other media format.

For purposes of repair, maintenance and marketing, permission is granted to DaVinci to affix their identification to the completed product.

Invoices unpaid after their due date will be assessed a finance charge of 1.5% (18%APR). Collection costs & attorney fees will be added as an outstanding charge. Larimer County, CO is the named legal venue. DaVinci has the right to repossess any product/signage on accounts that become past due.

All labor & material is guaranteed as per the outlined warranty period. All work to be completed in a workmanship like-manner according to standard process. Any alterations or deviation from specifications as outlined on the original scope, may incur additional costs and will be executed only upon written & signed order(s). All agreements are contingent upon strikes, accidents or delays beyond our control.

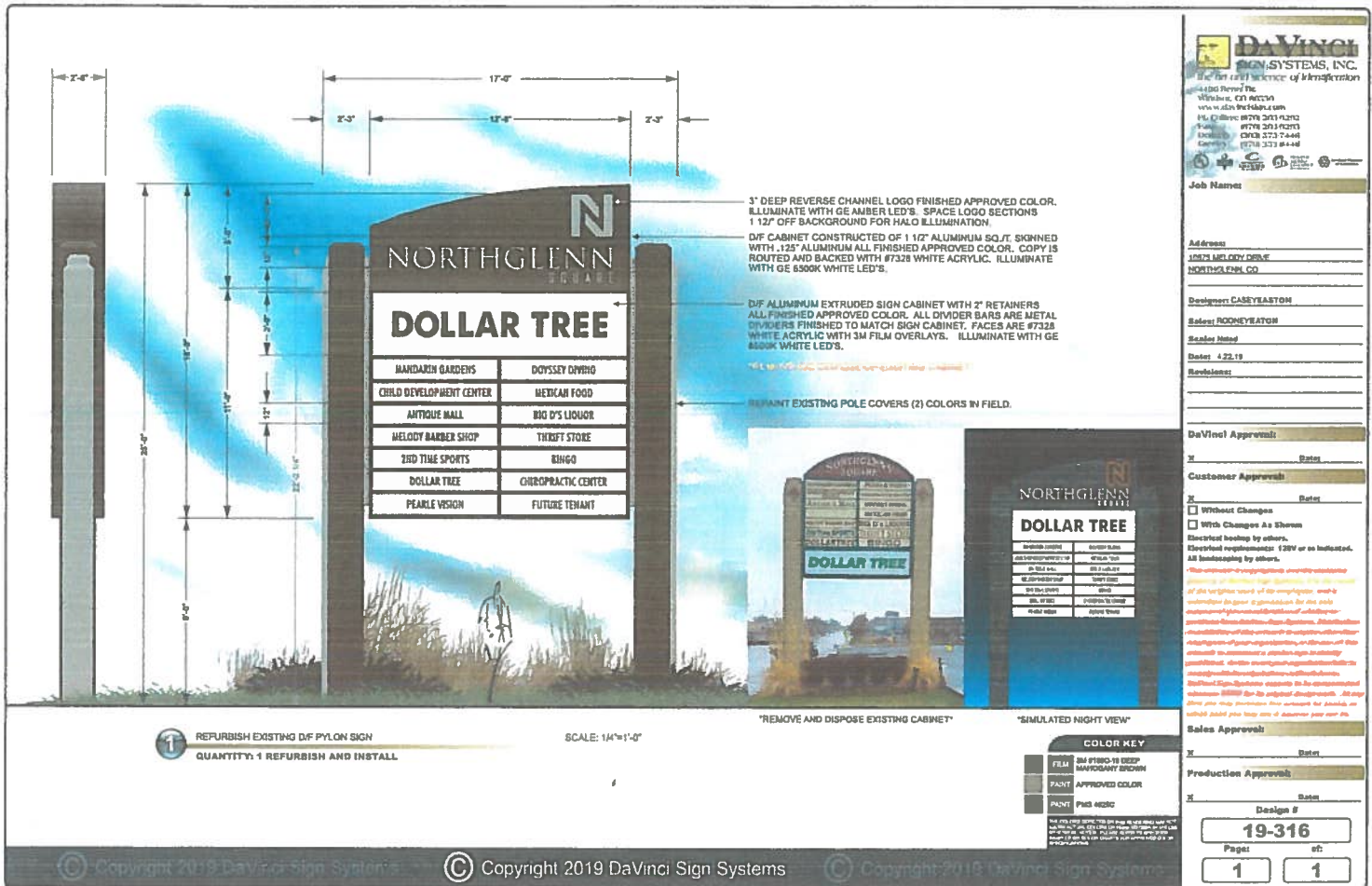
The display is a custom manufactured product and has no value other than to the intended party. If for any reason the contract is cancelled, terminated, placed on hold, &/or postponed due to delay(s) not caused by DaVinci, a minimum charge of 50% of the contract &/or work completed to date (whichever is greater), including field surveys, drawings, materials, sales expense, permits, engineering, shop drawings, etc., or any cost with overhead incurred, will become chargeable and shall become due immediately per the terms outlined, &/or deducted from any given deposit.

Monthly progress billings will automatically occur and be due and payable under the terms of this agreement for all pro-rata work.

All signs removed will be disposed of unless prior written arrangements are made for storage or return.

When / if additional costs occur, such as additional trip charges, or change in scope or access, or any other obstacles due to delays not caused by DaVinci, additional charges will be added to this contract and will be due from customer.

Applicable sales taxes are assessed on all orders. Orders for customers & organizations who are tax-exempt will not be recognized as exempt until a valid State-executed certificate is received.



DA VINCI SIGN SYSTEMS, INC.
 11410 Route 70
 Northglenn, CO 80460
 www.dvincisign.com
 Tel: (303) 426-8878
 Fax: (303) 426-8878
 Email: sales@dvincisign.com

Job Name: _____

Address: _____
 1075 MILLODY DRIVE
 NORTHGLEN, CO _____

Designer: CASEYEASTON

Sales: ROONEYEASTON

Scale: None

Date: 4.22.19

Revisions: _____

DaVinci Approval: _____

Yes No Date: _____

Customer Approval: _____

Without Changes With Changes As Shown

Electrical hookup by others. Electrical requirements: 120V or as indicated. All loadings by others.

I, the undersigned, hereby approve this design for the construction of the above described sign system. I understand that the sign system is to be constructed in accordance with the specifications and drawings attached hereto. I understand that the sign system is to be constructed in accordance with the specifications and drawings attached hereto. I understand that the sign system is to be constructed in accordance with the specifications and drawings attached hereto. I understand that the sign system is to be constructed in accordance with the specifications and drawings attached hereto.

Sales Approval: _____

Yes No Date: _____

Production Approval: _____

Yes No Date: _____

Design # **19-316**

Page: 1 of 1

1 **1**