

TERMS OF THIS CONTRACT

1. **Payment** - Customers shall pay 50% of the proposal amount to Action Outdoor Faith Signs and Awnings upon the execution of this proposal. Customer shall pay all remaining amount due upon the primary installation of the signage. (Unless other terms are agreed to as set fourth in item 4). Any order over \$5000.00 will require a 50% deposit on the day of order (customers signage is not considered ordered until the 50% deposit is paid to Action Outdoor Faith Signs and Awnings). A 25% payment is due one week prior to installation of signage. The balance will be due upon the day of completing installation of signage. We accept Co. check, credit cards, money orders and cash as payment.
2. **Permits** - Any permit(s) required for this project will be secured by Action Outdoor Faith Signs and Awnings and charged to the customer. If governmental entities will not permit this project as planned, customer agrees that the signage proposed will be modified to comply with governmental regulations. If the modified signage is less expensive, Action Outdoor Faith Signs and Awnings will adjust its price accordingly, and customer agrees to pay any additional cost if the modified project is more expensive.
3. **Site Preparation** - Customer shall be responsible for site preparation and access to the site by Action Outdoor Faith Signs and Awnings and/or its subcontractors. In the event Action Outdoor Faith Signs and Awnings is delayed by customer not having the site ready, Action Outdoor Faith Signs and Awnings shall be entitled to full payment less a 10% retainage amount (to be paid upon completion of job) for uncompleted work. Manufacturing and installation will be done during normal business hours and installer/subcontractors for Action Outdoor Faith Signs and Awnings shall be provided by customer with sufficient and easy access to the installation site(s) and customer shall insure that site(s) shall be free of surface and sub-surface obstructions. In the event that rock or other obstructions are encountered, there will be additional charges to the customer if blasting, jack hammering or extra equipment and/or time is required to prepare the site for installation.
4. **Ownership** - All signage shall remain personal property and shall not become a fixture to real property until such time as Action Outdoor Faith Signs and Awnings is paid in full for all sums owed to it by customer, unless other terms are agreed to by both parties. Ownership of all signage shall likewise not transfer to customer until Action Outdoor Faith Signs and Awnings is paid in full, and customer hereby grants Action Outdoor Faith Signs and Awnings a lien and the unconditional right to repossess its signage for causes until such time as Action Outdoor Faith Signs and Awnings is paid in full.
5. **Warranties** - All signage work shall come with an Action Outdoor Faith Signs and Awnings 1 year warranty for labor and material. Some signage components (i.e. LED modules and LED message centers) carry a longer term warranty. This warranty also applies for the material provided by the manufacturer. Labor charges will be incurred after the 1 year Action Outdoor Faith Signs and Awnings warranty period for replacement of these warranted components. There are no other warranties which extend beyond the description on the face hereof. If anyone else, other than Action Outdoor Faith Signs and Awnings or its agents, work on the signage all warranties are void. If there is a default in payment to Action Outdoor Faith Signs and Awnings by the customer, all warranties are void. Extended warranties are available and can be purchased from Action Outdoor Faith Signs and Awnings (Ask your Action Outdoor Faith Signs and Awnings sales representative for more details).The above warranty dose not include neon signage. Neon shall only be covered by a 60 day warranty with no extended warranty option available.
6. **Insurance** - Risk of loss for all signage shall shift to the customer upon delivery of signage to site(s). Therefore, customer shall maintain sufficient insurance, including, but not limited to, fire, windstorm, liability, and casualty, on the signage once it is installed. Action Outdoor Faith Signs and Awnings will insure that its workers are covered by workers compensation coverage.
7. **Additional Work** - Any desired additional work or modifications to the proposed work (as set forth herein) shall be specified in writing by the customer, which agrees to pay Action Outdoor Faith Signs and Awnings for any such additional work which results in additional materials and/or labor being expended by Action Outdoor Faith Signs and Awnings. If cranes or other lifting equipment are required an additional charge will be incurred, for which customer shall be responsible.
8. **Electrical** - Electrical power, if required shall be furnished to sign location by customer. Any additional electrical or engineering work to be done to accomplish this shall be customers responsibility, and customer will reimburse Action Outdoor Faith Signs and Awnings for any time and material supplied for that purpose.
9. **Cost Of Collection** - Action Outdoor Faith Signs and Awnings shall be entitled to recover all cost of collection, including reasonable attorney's fees, regardless of weather incurred through demand, trial, appeal, or otherwise, from customer if payment is not made when due.
10. **Changes to Terms** - Any changes to these aforesaid terms shall not be effective unless agreed upon in writing signed by the parties. If a customer remits a purchase order, which contains any terms in variance to the term herein, this proposal shall supersede any conflicting terms. By signing this proposal, customer confirms that the customer has read this and agrees with all terms set forth herein and this proposal contains the entire agreement between the parties.

Acceptance of Order

By Signing Below you are agreeing to the above conditions.

Accepted: _____
Company Name

Date: _____

By: _____
Signature

Print Name Here