

FARMERS BRANCH COMMERCIAL FAÇADE REVITALIZATION PROGRAM APPLICATION

Please return completed application with necessary attachments and signatures to the City of Farmers Branch Economic Development Office, 13000 William Dodson Parkway. If you have any application questions, please contact the Economic Development Director at 972.919.2509. If you have any building or sign permit/historic preservation questions, please contact Community Services at 972-919-2549.

Applicant Name: Joshua C. Stringer Date: 2/28/2025
Business Name: Winsupply N. Dallas/DBA H2O Supply
Mailing Address: 4610 McEwen Dr. Farmers Branch, TX 75244
Contact Phone: 817-983-3883 Email Address: Josh@h2osupply.net
Building Owner (if different from applicant): Hard Six Holdings LLC
Physical Building Address: 4610 McEwen Rd. Farmers Branch, TX 75244

Type of Work: (check all that apply)

Paint X Stonework X Awning/Canopy _____

Uncovering/replacing windows _____ Roof Repair _____

Masonry Cleaning/ Paint Removal _____ Other _____

Details of Planned Improvements:
(attach additional paper if necessary)

Resolver Commercial Services LLC, is going to build us the facade wall agreed upon with the City of Farmers Branch for Outside Storage of materials needed to operate business for H2O Supply.

List Contractor/Project architect Proposals and Total Amounts (please attach original proposals):

Contractor: Resolver Commercial Services LLC

Architect: Their in-house Architect service

TOTAL COST OF PROPOSED BUILDING PROJECT: \$ \$143,019.42

AMOUNT OF FUNDS REQUESTED (UP TO \$50,000 FAÇADE MAX): \$ \$50,000

Attach with all required color samples of paint, awning/canopy, sign design, etc. as well any photographs of building's exterior façade, roof, and foundation.


Applicant's Signature

3/3/2025
Date

Approved _____ Rejected _____ By _____ Date _____

FARMERS BRANCH COMMERCIAL FAÇADE REVITALIZATION PROGRAM APPLICATION AGREEMENT FORM

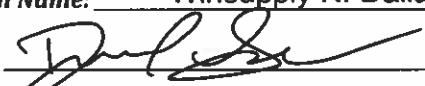
Please return completed with necessary attachments and signatures to the City of Farmers Branch Economic Development Office, 13000 William Dodson Parkway, no later than 5 pm Thursday, prior to the first Friday of each month. If you have any application questions, please contact the Economic Development Director at 972-919-2509.

I have met with the City of Farmers Branch, and I fully understand the Commercial Revitalization Program Procedures and Details established by the City of Farmers Branch. I intend to use this grant program for the aforementioned renovation projects to forward the efforts of the revitalization program. I have not received insurance monies for this revitalization project.

I have read the Commercial Revitalization Program Application Procedures Including the Program Details.

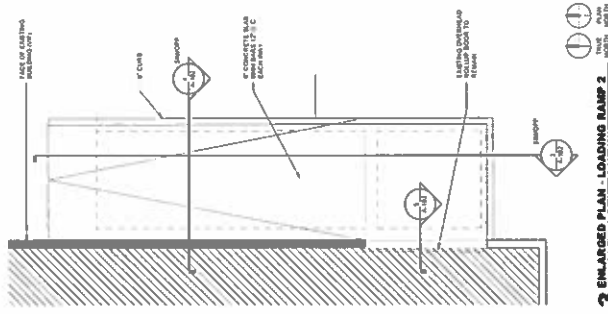
I understand that if I am awarded funds by the City of Farmers Branch, any deviation from the approved project may result in the partial or total withdrawal of the awarded funds. If the façade is altered for any reason within _____ year(s) from construction, I may be required to reimburse the City of Farmers Branch immediately for the full amount of the funds awarded.

Business/Organization Name: Winsupply N. Dallas/DBA H2O Supply

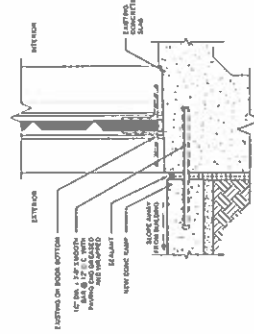
Applicant's Signature:  **Date:** 02/28/2025

Building Owner's Signature: _____ **Date:** _____
(if different from applicant)

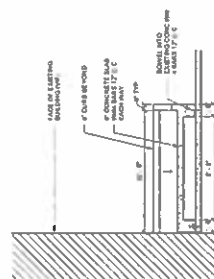
City of Farmers Branch Approval: _____ **Date:** _____



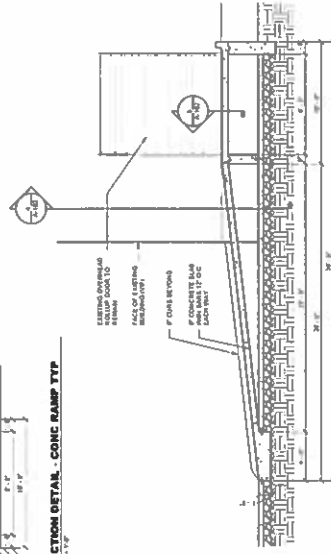
2 ENLARGED PLAN - LOADING RAMP 2



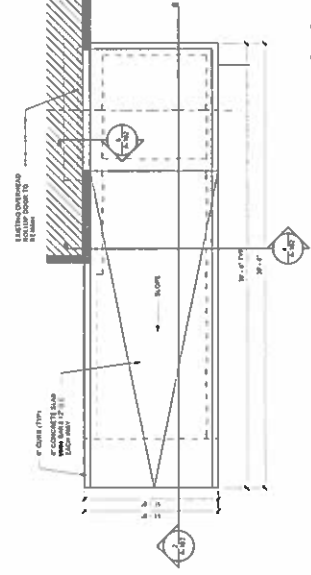
5 THRESHOLD • ON DOOR, TYP.



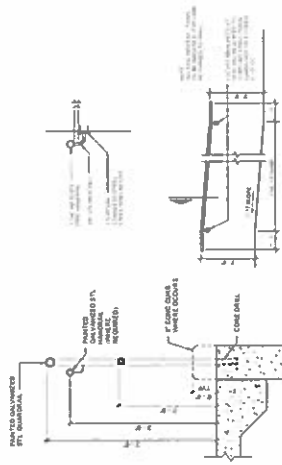
A SECTION DETAIL - CONC RAMP TYPE



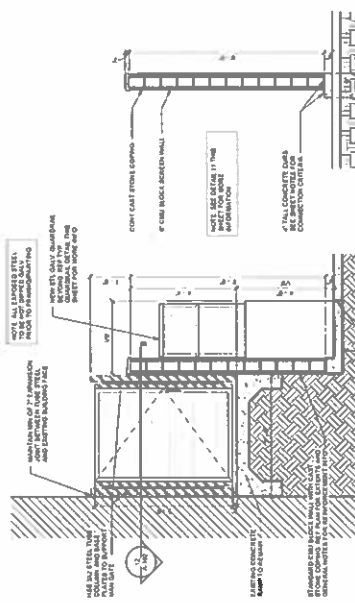
SECTION DETAIL - CONC RAMP TYP



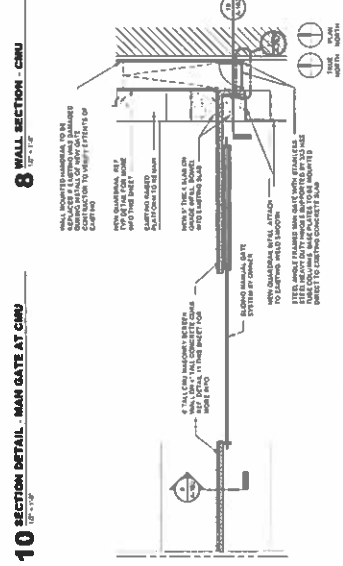
1 ENLARGED PLAN - LOADING RAMP 1
1/4" = 1'-0"



Q TYP, SERVICE GUARDRAIL



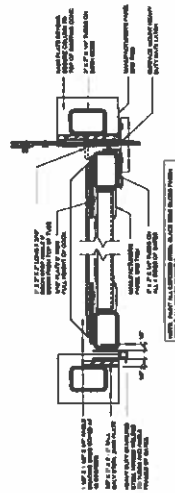
10 SECTION DETAIL - MAIN GATE AT CMUJ



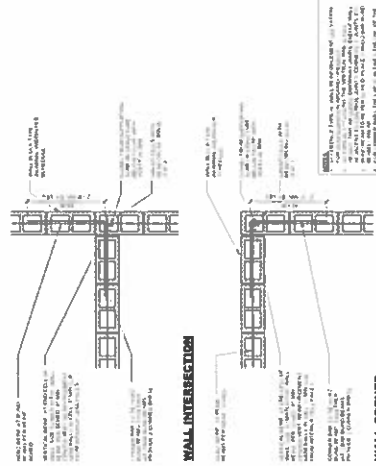
7 PARTIAL SITE PLAN - NEW



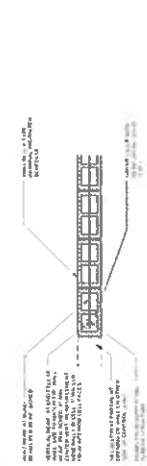
6 PARTIAL SITE PLAN • DEMOLITION



42 ENLARGED PLAN DETAIL - MAIN GATE



WALL COVERING



WALL END, CONTROL JOINT, OR JAMB

11 CMU GENERAL DETAILS & NOTES



ESTIMATE #	DATE	EXPIRES
10257	02/28/2025	

Title: Install new facade wall

CUSTOMER

H2O Supply
Josh Stringer
2535 State Highway 121
Lewisville, TX 75056

SERVICE ADDRESS

4610 McEwen Road
Farmers Branch, TX 75244

Brick Facade Wall

Install new brick facade wall with gate (ownership to provide gate) in lot of 4610 (Approx. 30' gate, 2 walls approx. measuring 30' x 8' x 6" and 18' x 8' x 6")
Install pedestrian access gate with brick wall on ramp (Approx. 8' x 36")

Total

Subtotal: \$48,769.25

Subtotal	\$48,769.25
Tax: Default Tax (8.25%)	\$4,023.46
Total	\$52,792.71

TERMS & CONDITIONS

Full payment due immediately.



ESTIMATE #	DATE	EXPIRES
10257	02/28/2025	

APPROVAL
<p>This Estimate has been accepted on _____ by _____</p> <p>Signature: _____</p>



ESTIMATE #	DATE	EXPIRES
10346	05/29/2025	

Title: Concrete Forklift Access Ramps

CUSTOMER

H2O Supply
Josh Stringer
2535 State Highway 121
Lewisville, TX 75056

SERVICE ADDRESS

4610 McEwen Road
Farmers Branch, TX 75244

Concrete Ramp

4610 McEwen Rd

Objective:

Install one reinforced concrete ramp to provide forklift access between dock and ground level.

Work Includes:

Site prep: Mark location, excavate, and compact subgrade.

Formwork and rebar installation to support forklift loads.

Concrete pour with proper slope and traction finish.

Curing and barricading until concrete is fully set.

Final cleanup of work area.

Subtotal: \$28,365.18

Concrete Ramp

4612 McEwen Rd

Objective:

Install one reinforced concrete ramp for forklift access from dock to grade.

Work Includes:

Site prep: Layout, excavation, and subgrade compaction.

Set forms and reinforcement per structural requirements.

Pour and finish concrete ramp with adequate slope and traction.

Protect during curing period.

Cleanup and removal of debris.

Subtotal: \$31,241.11



ESTIMATE #	DATE	EXPIRES
10346	05/29/2025	

Subtotal	\$59,606.29
Tax: Default Tax (8.25%)	\$4,917.52
Total	\$64,523.81

EXCLUSIONS

Exclusions:

Handrails, guardrails, or work outside the ramp footprint.



ESTIMATE #	DATE	EXPIRES
10346	05/29/2025	

TERMS & CONDITIONS

Full payment due immediately.

APPROVAL

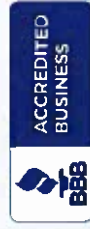
This Estimate has been accepted on _____ by _____

Signature: _____



H2O Supply

4/17/2025
ART H2O Supply EAST ELEVATION v2 - CC.fs



PLUMBING SUPPLIES

Existing Sign



Existing Letters

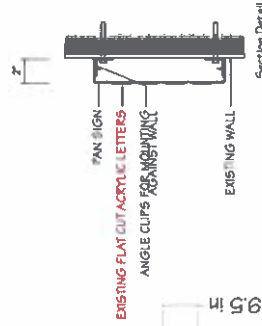
PIPE • VALVES
FITTINGS • FIXTURES
KITCHEN • BATH
SHOWROOM

13 ft.

Winsupply.

52 in

Existing Flat Aluminum Sign



Executive Summary



H2O Supply

4/17/2025
ART H2O Supply 2nd WALL v2 - CC.fs



Existing Letters Mounted On New Pan



13 ft

**PLUMBING SUPPLIES
KITCHEN and BATH
SHOWROOM**

5 ft

9.3 in

48 in

Existing
Sign

48 in



**PLUMBING SUPPLIES
KITCHEN and BATH
SHOWROOM**

Existing
Sign



4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:2503210043

Preparation Date: 3/21/2025

Your Sales Consultant is Kristina Durham

Billing Address

Name: Chastin Stautz
Company: H2O SUPPLY / WINSUPPLY N. DALLAS
Address: 2535-B E. Hwy 121 #200
City, State, Zip: Lewisville, TX 75056
PO#:
Phone#: (512) 748-5869

Job / Shipping Address

Name: Chastin Stautz
Company: H2O SUPPLY / WINSUPPLY N. DALLAS
Address: 4610 & 4612 McEwen Rd
City, State, Zip: Farmers Branch, TX 75244
Email: chastin@h2osupply.net
Phone#: (512) 748-5869

DESCRIPTION

H2O RACEWAY:

NEEDS NEW PROPPER LID

SECURE POWER SUPPLY

ADD WEEP HOLES TO RACEWAY

ADD SWITCH AND GUARD.

ADD PRIMARY WIRING AND GROUND TERMINAL

FACES AND LETTERS ARE SO DIRTY THEY DONT LIGHT PROPERLY.

LOTS OF ALGAE GROWTH

PLUMBING SUPPLIES RACEWAY:

NEEDS NEW PROPPER LID

6' OF PROPPER UL WIRE

SECURE POWER SUPPLY

ADD WEEP HOLES TO RACEWAY

ADD SWITCH AND GUARD.

ADD PRIMARY WIRING AND GROUND TERMINAL

MANY CRACKED LETTERS

FACES AND LETTERS ARE SO DIRTY THEY DONT LIGHT PROPERLY.

LOTS OF ALGAE GROWTH



4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

SUPPLY CHANNEL CAPSULE:

WIREWAY HAS NO COMPONENTS. POWER COMES FROM THE H20 RACEWAY.

FACE AND CAN NEED CLEANING BADLY.

LOTS OF ALGAE GROWTH

5 of the 6" inch letters broke. We will be repairing 4 and replacing one of the letters.

\$1787

Repaint inside of letters : **\$1430**

Repaint all 6" letters to match in color- **\$650**

The following balance carried over from previous Sales order# 2503214711:

Installation of Logo and 3 Raceways

Installation of 6" letters

Permit filing- 438

\$4024

YOUR COST*: \$7891
EXTENDED WARRANTY: Additional
ENGINEER'S DRAWING: Additional if required
INSTALLATION: Included
ELECTRICAL HOOK-UP:** Included with install (within 6' of sign)
TOTAL TAX: \$651
PERMITS: City permit fees additional
3rd-Party Fees:** Additional (at cost) if required
LESS DEPOSIT: 50%
BALANCE DUE: Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

Permit Necessary? YES

Chastin Stautz
CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

TERMS AND CONDITIONS

1. **PRICING.** The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.
2. **CONSERVE YOUR NEST EGG™ PRICING ALTERNATIVE.** Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.
3. **CHANGE REQUESTS.** Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.
4. **PERMITS, INSPECTIONS AND FEES.** Seller shall, on behalf of Purchaser, and with Purchaser's assistance, attempt to obtain all known public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. This can optionally include filing for a new, or modifying an existing, Certificate of Occupancy. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.
5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.
6. **INSTALLATION WORK.** Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.
7. **SPECIALLY FABRICATED MATERIALS.** The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.
8. **GUARANTEES & WARRANTIES.** All Guarantees and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Guarantee discounts Seller's normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. If any part of a sign both manufactured and installed by Seller fails in the first five (5) years of service, Seller will provide parts and service at no charge. Extended Warranties, when purchased, extend the initial Warranty to the term specified in the extension document, but never more than ten (10) years. The Forever™ Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever™ Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever™ Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever™ Guarantee to the cost of the new sign. Forever™ Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions and do not include rental or subcontracted items. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate per component (module) of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one (1) year Warranty on any parts we replace in our signs, non-Solarbrite™ lamps excluded. All parts replaced in competitive signs, and any third party signs, are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.
9. **UNAUTHORIZED MODIFICATIONS.** Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.
10. **DEFAULT BY PURCHASER.** This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.
11. **OWNERSHIP.** Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.
12. **LIMITED LIABILITY.** PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF \$50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.
13. **LAW AND FORUM FOR DISPUTES.** This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.
14. **OTHER.** This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

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Guaranteed Highest Quality...Guaranteed Lowest Price™

Sales Order #:2502193558

Preparation Date: 2/18/2025

Your Sales Consultant is Kristina Durham

Billing Address

Name: Chastin Stautz
Company: H2O SUPPLY / WINSUPPLY N. DALLAS
Address: 2535-B E. Hwy 121 #200
City, State, Zip: Lewisville, TX 75056
PO#:
Phone#: (512) 748-5869

Job / Shipping Address

Name: Chastin Stautz
Company: H2O SUPPLY / WINSUPPLY N. DALLAS
Address: 4610 & 4612 McEwen Rd
City, State, Zip: Farmers Branch, TX 75244
Email: chastin@h2osupply.net
Phone#: (512) 748-5869

DESCRIPTION

Removal and installation -lighted channel letter signs with 3 raceways- \$4635

Removal of 6" letters, patterning and installation - \$2975

Permit filing- \$438

We cannot guarantee that the 6" letters will not break during removal. If you would like for us to fabricate and install new 6" lettering, please advise. We can add this service for \$1214

YOUR COST*: \$ 8048

EXTENDED WARRANTY:

ENGINEER'S DRAWING: Not applicable

INSTALLATION: Included

ELECTRICAL HOOK-UP**: Included with install (within 6' of sign)

TOTAL TAX: Plus Tax

PERMITS: Additional (at cost) if required

3rd-Party Fees**: Additional (at cost) if required

LESS DEPOSIT: 50%

BALANCE DUE: Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

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Permit Necessary? YES


CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

TERMS AND CONDITIONS

1. **PRICING.** The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should the order will not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.
2. **CONSERVE YOUR NEST EGG™ PRICING ALTERNATIVE.** Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.
3. **CHANGE REQUESTS.** Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.
4. **PERMITS, INSPECTIONS AND FEES.** Seller shall, on behalf of Purchaser, and with Purchaser's assistance, attempt to obtain all known public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. This can optionally include filing for a new, or modifying an existing, Certificate of Occupancy. Purchaser appoints Seller and its employees as Attorney-in-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.
5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.
6. **INSTALLATION WORK.** Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.
7. **SPECIALLY FABRICATED MATERIALS.** The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.
8. **GUARANTIES & WARRANTIES.** All Guaranties and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Guarantee discounts Seller's normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. If any part of a sign both manufactured and installed by Seller fails in the first five (5) years of service, Seller will provide parts and service at no charge. Extended Warranties, when purchased, extend the initial Warranty to the term specified in the extension document, but never more than ten (10) years. The Forever™ Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever™ Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever™ Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever™ Guarantee to the cost of the new sign. Forever™ Guarantee renewal rates may vary. All Guaranties and Warranties are offered based on standard conditions and do not include rental or subcontracted items. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate per component (module) of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one (1) year Warranty on any parts we replace in our signs, non-Solarbrite™ lamps excluded. All parts replaced in competitive signs, and any third party signs, are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guaranties and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty becomes void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.
9. **UNAUTHORIZED MODIFICATIONS.** Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.
10. **DEFAULT BY PURCHASER.** This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was effected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.
11. **OWNERSHIP.** Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.
12. **LIMITED LIABILITY.** PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF \$50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.
13. **LAW AND FORUM FOR DISPUTES.** This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.
14. **OTHER.** This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

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Guaranteed Highest Quality...Guaranteed Lowest Price™



4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:2504103126

Preparation Date: 04/09/2025

Your Sales Consultant is Kristina Durham

Billing Address

Name: Chastin Stautz
Company: H2O SUPPLY / WINSUPPLY N. DALLAS
Address: 2535-B E. Hwy 121 #200
City, State, Zip: Lewisville, TX 75056
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Job / Shipping Address

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City, State, Zip: Farmers Branch, TX 75244
Email: chastin@h2osupply.net
Phone#: (512) 748-5869

DESCRIPTION

Fabricate and install QTY 2- 71" H x 140" W" signs, 2 inches deep, with automotive grade paint finish. Install the previously removed 6" letters to signs to prepare for installation at new location.

The signs will consist of 0.125" aluminum, ideal for this size to prevent bowing or a "wavy" look. The face will be seamed between aluminum panels, but the seams will be flush to make them as minimal as possible.

The aluminum returns will be angle aluminum bonded to the face to create a sturdy, attractive depth.

Graphics will be 1 color of 3M vinyl. Graphics will include our exclusive SolarGuard™ protection to maximize their durability.

Installation is included.

--SEPARATED CONTRACT--

Sign Cost: \$8,950 (incorporated materials: \$1,974.53, labor & overhead: \$6,975.47)

Sales tax: \$162.90 (saving you \$575.48 in sales taxes)

YOUR COST*: \$8,950

EXTENDED WARRANTY: Additional

ENGINEER'S DRAWING: Additional if required

INSTALLATION: Included

ELECTRICAL HOOK-UP:** Included with install (within 6' of sign)

TOTAL TAX: \$162.90

PERMITS: Included in previous invoice

3rd-Party Fees:** Additional (at cost) if required

LESS DEPOSIT: 50%

BALANCE DUE: Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

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Permit Necessary? NO

Chastin Stautz
CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

TERMS AND CONDITIONS

1. **PRICING.** The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.
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5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.
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7. **SPECIALLY FABRICATED MATERIALS.** The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.
8. **GUARANTEES & WARRANTIES.** All Guarantees and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Guarantee discounts Seller's normal labor charges 20% after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. If any part of a sign both manufactured and installed by Seller fails in the first five (5) years of service, Seller will provide parts and service at no charge. Extended Warranties, when purchased, extend the initial Warranty to the term specified in the extension document, but never more than ten (10) years. The Forever™ Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever™ Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever™ Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever™ Guarantee to the cost of the new sign. Forever™ Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions and do not include rental or subcontracted items. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed, if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate per component (module) of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one (1) year Warranty on any parts we replace in our signs, non-Solarbrite™ lamps excluded. All parts replaced in competitive signs, and any third party signs, are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.
9. **UNAUTHORIZED MODIFICATIONS.** Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations, laws, or statutes.
10. **DEFAULT BY PURCHASER.** This Sale may not be unilaterally terminated by either party, provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.
11. **OWNERSHIP.** Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.
12. **LIMITED LIABILITY.** PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF \$50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.
13. **LAW AND FORUM FOR DISPUTES.** This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.
14. **OTHER.** This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

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