

SOUTHERN BANK

1150 NE Douglas St
Lee's Summit, MO 64506

SIGN PKG
ao40817
#7177



springfieldsign.com



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PRESENTED BY
SHAUNCRAWFORD

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a: 4825 E. Kearney St.
Springfield, MO 65803



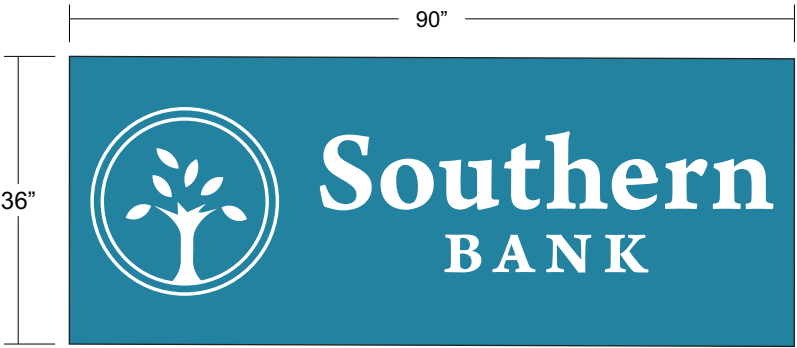
BANNER 1 - FACING WEST TOWARDS NE SYCAMORE ST

A DIGITAL PRINT BANNERS TO BE INSTALL IN PLACE OF SIGNAGE UNTIL NEW SIGNAGE INSTALL
BANNERS ARE TO HAVE HEMS AND GROMMETS
Site Address: 1150 NE Douglas St, Lees Summit MO 64506

QTY: 2

PMS 633 U
C83, M38, Y28, K2
SOUTHERN BANK BRAND STANDARD

****Removal of all existing signage**
****8' width is the max for in-house printing - some may require outsourcing****



Banners over pylon faces - 90" width x 36" height
SQUARE FOOTAGE: 22.5SF





SIGN PURCHASE AGREEMENT
☎ 800.845.9927 🌐 springfieldsign.com

DESCRIPTION

This agreement, made and entered into this ____ day of ____ (month), 20 ____ (year), by and between Springfield Sign & Graphics, INC. d/b/a Springfield Sign (herein after referred to as Seller), and Buyer (as outlined below and labeled as Buyer) witnesseth, that the Seller agrees to manufacture for Buyer the sign(s) and/or other sign products/services as outlined in a separate E2 document as follows, QUOTE Number: ____ or other such unique document of description as follows:

BUYER:

COMPANY NAME:	D/B/A:	
BILLING ADDRESS:	CITY:	STATE:

JOB DETAILS:

COMPANY NAME:	D/B/A:	
BILLING ADDRESS:	CITY:	STATE:

CONTACT

All wiring on the premises to the site of the signs- installed location, including the connection of the sign to such primary wiring source is to be the responsibility of the Buyer, at additional cost to the Buyer, at the direction of the Buyer. as designed by the Buyer or Buyer's agents and, as necessary, all other aspects and expenses, as required, to bring primary electrical wiring to the sign's location for energizing of such signs. All voltages to be 120 Volt at 60 Hertz unless otherwise specified. Any damages caused by the energizing circuit to the sign or sign products due to improper design (including but not limited to improper voltages), improper connection thereof or any other causes related to the energizing primary circuitry will be solely and completely at the Buyer's risk and expense. Any additional work, trouble shooting in the field, by phone, by internet or otherwise required on behalf of Seller will be bi/Jed in addition to Buyer on a Time and Materials basis, at additional expense. All Permit fees/Engineering fees and labor/drawing costs for the acquisition thereof will be billed in addition to prices stated herein at additional expense unless specifically outlined in this document to be bi fled in another manner as described herein. Any required sales/use taxes are the responsibility of the Buyer, now and in the future as so levied by applicable governing authorities. All taxes are due and payable upon demand by Seller at or any time subsequent to the execution of this SIGN PURCHASE AGREEMENT. It is understood that taxes are in addition to the prices outlined in the SIGN PURCHASE AGREEMENT, E2 Quote or any other document outlining the signs, products or services for stated Job Location unless specifically and clearly outlined otherwise. It is expressly and undeniably understood by both Buyer (or Buyer's agents, subcontractors, salespersons, etc.) and Seller that no verbal agreement has been entered into. Both parties are to adhere to the terms and conditions of this SIGN PURCHASE AGREEMENT and related attachments as properly executed and initialed. Any governing entity outside the control of Seller, such as but not limited to, any applicable City/Municipalities, County Office/Agent, national codes (such as but not limited to NEC, BOCA, ETC.) with jurisdiction or control upon the product, labor (manufacturing or installation) or any issues, procedures or otherwise related to the execution of the terms, signs, sign products, services or otherwise, foreseen or unforeseen, may affect the costs and timely delivery of such products/services herein NOTICE: THIS IS A LEGAL DOCUMENT WITH BINDING OBLIGATIONS READ BOTH SIDES OF THIS INSTRUMENT BEFORE SIGNING, AS THE TERMS OF THIS SIGN PURCHASE AGREEMENT ARE SET OUT THEREON, The specific terms for payment may vary based on product types or other reasons, but it is expressly understood that PAYMENT IN FULL as outlined by this Agreement is due and must be paid PRIOR TO INSTALLATION OF SIGN PRODUCT, PARTS OR SERVICES. All outstanding balances over 30 days due are subject to a 2% per month (collectively compounding) Late Fee.

☐ Buyer's Guarantee to Build _____ (initials)

☐ Rejection of Buyer's Guarantee to Build _____ (initials)

BUYER:
I/We have read this entire agreement and agree to defend and hold harmless Seller as stated herein. ACCEPTED:

By: _____

PRINTED NAME:	TITLE:	DATE:

SELLER:
ACCEPTED:

By: _____

Mark Wessell, CEO
Springfield Sign
4825 E Kearney St
Springfield, MO 65803

1. DOCUMENT ATTACHMENT As allowed by this contract, other documents such as but not limited to E2 quotes, product specifications, manufacturer's specifications, etc. may be referenced in the area in the beginning of this Sign Purchase Agreement. These documents may have additional terms, conditions, pricing, restrictions, limitations or otherwise as describe by those written instruments, such as but not limited to LED (or other types) of electronic displays.

2. LIMITED WARRANTY Seller warrants all new materials and/or services delivered herein to be at time of completion of job and time of delivery, to Buyer, to be free from defects of material and/or workmanship. Seller agrees to repair or replace, solely at Seller's discretion, any products or parts thereof, which are found defective in material or workmanship within 90 days from time of installation of sign or sign product. Seller's obligation with respect to such products or parts shall be STRICTLY LIMITED to replacement or repair and in NO event shall Seller be liable for consequential, incidental or special damages, or for transportation, installation, adjustment or any other expenses which may arise in connection with such products or parts, including but not limited to loss of business or loss of trade. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES. Seller's obligations hereunder shall extend only to defects for which Buyer shall have given Seller written notice thereof within ninety (90) days after date of delivery or installation, as applicable. Buyer is NOT authorized to make independent arrangements for warranty work. All warranty work on said signs, products, parts, services, as described herein, shall be arranged or subcontracted by Seller or be done by Seller's employees or representatives, solely at the discretion of the Seller. In the event that Buyer does not permit Seller to inspect product, access property or in any other way directly or indirectly inhibits the Seller to arrange for or conduct necessary repair work required under this Agreement, or Buyer makes independent arrangements for such repair work, Buyer agrees that Buyer will be solely responsible for the costs of such repairs. In the event Buyer does not comply with the above, Seller hereby EXCLUDES ALL WARRANTIES, EXPRESS AND/OR IMPLIED, AND BUYER PURCHASES THE SIGN, SIGN PRODUCT AND/OR SERVICES "AS IS" and WITH ALL FAULTS. WAIVING ALL WARRANTIES HEREUNDER. Additional limitations include but are not limited to, acts of God, acts of nature, vandalism, acts of War or Terrorism and/or accidental damages.

3. INSURANCE As long as any amount of monies is due and owing to Seller, Buyer shall insure sign, sign products or services, in an amount no less than monies due Seller, and NAME SELLER in the loss payable clause of such insurance policy, strictly for the benefit of the Seller. Buyer further agrees to not limit the insured causes allowing for fire or any other casualty. Buyer shall furnish Seller with evidence of such certification of insurance, in writing from Buyer's insurance agent or agency, upon Seller's demand. Seller's certificate of insurance for liability/workers compensation shall be provided by Seller to buyer upon request from Buyer.

4. TAXES Buyer shall be responsible for and pay all taxes including but not limited to Sales, Use, Personal Property or any other municipal, county, state or federal taxes that may be levied, imposed or assessed by law on the sign product, parts or services or improvements thereon, or uses of such. Buyer agrees to reimburse Seller for any amount for such taxes, that may be billed to and paid by Seller. Any interests or penalties associated with any taxes as outlined herein will also be due and owing to Seller if so paid by Seller. These taxes, as allowed by law, may or may not be assessed at time of initial sale or delivery of sign product, parts or services and may continue forward in time without end.

5. PERMITS/LICENSES Seller shall not be obligated to commence fabrication of sign product, parts or services until all necessary permits have been issued. If permits are denied after reasonable effort by both parties to secure same, then this Sign Purchase Agreement shall terminate without liability to either Buyer or Seller, except that Buyer shall pay Seller for reasonable compensation for labor and costs expended until the time permits are denied. Buyer shall be responsible for securing and maintaining in effect written consent from the owner of record of the premises upon which sign product, parts or services is to be installed and for all other private permissions, consents or licenses, including but not limited to, the use of registered trademarks or copyrights used on the sign product, parts or services, necessary for the manufacture, the installation, maintenance and use of such. The only exception to this will be if the **Buyer's Guarantee to Build** check box at the beginning of this Sign Purchase Agreement is checked. The terms and conditions for this, briefly being stated herein, shall GUARANTEE FULL PAYMENT TO SELLER with no guarantee to Buyer that the sign product, parts or services will be utilized to any benefit of the Buyer. Buyer will be obligated to pay the full contract price, including installation and will have to make arrangements for receipt of, off loading of and storage of sign product, parts or services with no future claims for installation, service or maintenance of such from Seller. The **Buyer's Guarantee to Build** is strictly offered to allow manufacturing of sign product, parts or services to proceed WITHOUT the proper permits obtained. If in no way obligates Seller to be adverse to the law for installation (without permits) of sign product, parts or service.

6. INSTALLATION OF SIGN PRODUCT Buyer agrees to and stipulates that Buyer has designated the location for the sign product, parts or services and subsequent installation of such and is responsible for all required materials, labor and any other associated expense, at Buyer's risk, for the necessary requirements for proper, obstruction free and/or lawful installation. Obstructions, obstacles or other encumbrances, includes but is not limited to building reinforcement, building or site alterations, all obstacles as required for successful, safe, lawful installation including but not limited to overhead (power lines, buildings, trees or other encumbrances), underground (such as utilities, easements, rocks, buried objects natural, man made or otherwise), landscaping, sidewalks, planters, asphalt, concrete or any other such improvements, construction crews other than Seller's or Seller's agents or Buyer's normal business traffic, Seller will not be responsible for any damages for such items during the normal installation process. Any return trips or delays or overtime charges incurred will be passed on to Buyer at Buyer's expense.

7. ASSIGNMENT This Agreement shall be binding and inure to the benefit of the parties hereto, their respective successors, executors, administrators, assigns and legal representatives; provided, however

that the interests of Buyer herein shall be assigned only with the expressed, written consent and approval of Seller. No transfer or assignment of this Agreement or any interest hereunder shall release Buyer from their obligations herein.

8. DEFAULT OR BREECH OF AGREEMENT The parties stipulate that the sign product, parts or services is(are) not an article of general trade or utility but is uniquely designed and is to be constructed and/or installed at the request and for the sale and special purposes of Buyer. The sign product, parts or services is of no value to Seller, and therefore, has no resale or other value to anyone other than Buyer, this Agreement is not cancelable except with expressed written permission of the Seller. Buyer shall be deemed to have breached this Agreement by insolvency, default in payment amounts or schedules as set forth herein, abandonment of the sign product, parts or services or vacating the premises where such is located, termination or transfer of Buyer's interest in the premises or business, appointment of a receiver for Buyer's business, the filing of a voluntary or involuntary petition of bankruptcy with respect to Buyer, or any act or omission of Buyer in contravention to this Agreement. In addition to Buyer's other obligations hereunder, in the event Seller shall institute any action or lawsuit for the enforcement of the obligations of Buyer herein, Buyer shall pay and indemnify Seller for all costs of court, reasonable attorney's fees expended, interest expenses of 2% per month or as allowed by law whichever is more, collection fees, administration fees, and, pay Seller all amounts awarded by the court as a result of such proceedings. Buyer's breach of any provision in any other Sign Purchase Agreement or other instruments as put forth by Seller or Confirmation of Order with Seller shall also be deemed to be a breach hereunder, and Seller may suspend its performance and delivery under this and all other agreements with Buyer until Buyer provides Seller with adequate assurance of performance within a reasonable time, not exceeding ten (10) days, after Seller has informed Buyer orally or in writing, of its grounds for insecurity.

9. COPYRIGHTS, TITLE & CONVEYANCE OF OWNERSHIP Seller specifically retains ownership and/or title of sign product, parts or services until Buyer has performed and fulfilled all terms and conditions required by Seller, herein, or as otherwise allowed by law to Seller's benefit. Buyer also, conveys to Seller the absolute right to access property to remove sign product or parts from said property, should any default arise on Buyer's behalf, and, to pay for all necessary costs for removal and possible subsequent re-installation of said product at expense in addition to that outlined herein, solely at Buyer's risk and expense. Buyer agrees and will defend same that Seller shall at all times have title to all original drawings, designs and specifications relating to the work hereunder, which were developed or created by or on behalf of Seller, and Seller hereby claims copyrights, where applicable, of all such drawings, designs and specifications. Payment of all or part of any amounts hereunder does not pass title to the "original drawings, designs, specifications" of said sign product, parts or services, although the same may be reproduced with the expressed written consent of Seller. Buyer shall, upon request of Seller, promptly return all such drawings, designs and specifications, and copies thereof, to Seller during all times which Buyer owes Seller any amounts hereunder. Buyer agrees that Seller has specific legal rights in the form of Copyrights or other instruments given by law to Protect and does hereby declare Seller's ownership of all drawings artwork and the like during and after the terms of the Agreement herein.

10. MANUFACTURING SPECIFICATIONS/INDUSTRY STANDARDS Buyer understands and agrees to allow Seller, solely at Seller's discretion to make modifications for and conforming to Seller's standard manufacturing practices. It is also understood by Buyer, that no color, shape, dimension or any other specific feature of said sign product, parts or services is guaranteed absolute. As practical examples absolute color matches or dimensions are not guaranteed and will be allowed reasonable differences within industry standards. Buyer agrees that Seller may mark and label sign for legal, national code, electrical, manufacturing, advertising or other requirements and purposes as is reasonably necessary to conduct day-to-day business as allowed or required in the industry and for Seller's own satisfaction and benefit.

12. SUBJECT TO PRIOR SALE Used sign products, new or used products offered for resale from other manufacturers, such as but not limited to electronic displays may be subject to prior sale affecting price and or delivery times to Buyer. Seller will not be responsible for any consequences related to such issues. This includes promotional or sales or any other type of proposal made to customer. Seller has no authority or control over other manufacturers and Seller employ's numerous sales agents all of whom may be promoting the same sale item, thus depleting any available inventory.

13. CHANGE ORDERS Any alteration, deviation and/or reasonably significant variance from the scope of work, construction or labor or otherwise from the sign(s) or products or services as outlined herein, including all extra costs, hereafter called Change Order, will be executed only upon written orders and may become an additional charge over and above the price stated herein. Any such Change Order requested by Buyer must be agreed to by Seller, in writing and solely at the discretion of the Seller. It is understood that any Change Order could necessitate the need for a price increase, an extension in the time required to complete the work outlined herein or any other reasonable and necessary charges, terms, conditions, equipment or the like as so required to execute the Change Order.

14. SUSPENSION OF MANUFACTURING Any request or event or otherwise required by Buyer to delay, suspend, cancel or otherwise impede the manufacture, delivery and/or installation of said sign product, parts or services, for any reason or occurrence out of the control of Seller, then Buyer shall immediately pay the full purchase price or any amount remaining and due to Seller. Furthermore, upon such request, Buyer shall be solely responsible for storage charges and any increases in labor and/or material costs incurred by Seller in the manufacturing process. Buyer's failure to comply with this provision will be deemed and construed as an anticipatory breach of this Agreement. In the event Buyer complies with the foregoing, Seller will complete the manufacturing, delivery and/or installation within a reasonable period of time upon reasonable request of Buyer.

15. SECURITY INTEREST Buyer grants Seller a SECURITY INTEREST in the sign product, parts and/or services until all obligations to Seller, hereunder are fully paid. Seller may file and record this Agreement as a financing statement under Chapter 400 of the Missouri Uniform

Commercial Code Section 400.9-521, in addition to any other permitted standard or nonstandard forms. If Buyer shall fail to pay as agreed to herein, Seller (or Seller's agents or representatives) shall have the right, and will be defended by Buyer, and is hereby authorized and empowered to take and resume possession of and remove into Seller's possession, with or without process of law, the sign product, parts or services and all other property described herein, wherever found, and remove and sell the same at either public or private sale, or by any other viable method, as deemed solely by Seller, at such time and place as Seller shall choose, and as allowed by law. Seller shall apply the proceeds of such sale as a credit upon the obligations of Buyer hereunder. In such event, Seller is entitled to recover all expenses of sale, including any reasonable attorney's fees necessary in handling the matter, without prejudice to Seller to the further enforcement of any balance of such obligation due Seller by Buyer, or expenses remaining due from such sale. In the event the proceeds of such sale exceed the balance of Buyer's obligation to Seller and the expenses of such sale, Seller shall forward any such excess to Buyer. Buyer shall not use said sign products as to lessen the value of Seller's SECURITY INTEREST or impair the operation of said sign product, and in the event the sign product is damaged through the intentional acts or willful negligence of Buyer, Buyer's customers, its agents or employees, contractors or third parties, or by wind, hail, earthquake, fire, war, tornado, hurricane, flood, labor dispute, vandalism, acts of God or acts of nature, Buyer agrees to pay for the necessary expenses to restore said sign product, part or services in operable condition. After delivery and/or installation, whichever is contracted for, in the event the sign product is lost, stolen, destroyed, or otherwise impaired, Buyer shall remain liable to Seller for all amounts hereunder, UNTIL BUYER'S OBLIGATIONS TO SELLER ARE FULLY SATISFIED HEREUNDER, THE PROPERTY DESCRIBED HEREIN WILL REMAIN PERSONAL PROPERTY OF SELLER WHETHER THE SAME IS ATTACHED IN ANY MANNER TO THE REALTY OR NOT. SAID PROPERTY SHALL NOT, BY REASON OF ATTACHMENT OR CONNECTION TO THE REALTY, BECOME OR BE DEEMED A FIXTURE OR APPURTENANT TO SUCH REALTY. No transfer, renewal, extension, or assignment of the Agreement or of any interest hereunder, and no loss, damage or destruction shall release Buyer or any Guarantor from the obligations assumed hereunder. During all times in which Buyer is obligated for any amounts to Seller hereunder, Buyer shall keep said property free from all tax liens and other encumbrances, and any sum of money that may be paid by Seller to release any such liens or encumbrances shall be paid on demand by Buyer in addition to the obligations secured hereunder.

16. WAIVER OF CONSUMER RIGHTS

17. DELIVERY AND PERFORMANCE Seller shall not be held responsible for, and the period of time required for completion of any project or maintenance or repairs, shall be tolled during any time when Seller is delayed or prevented from completing the obligations hereunder because of strikes, equipment breakage, fire, war, terrorism, labor disputes, commercial delays, acts of God/nature, regulations or restrictions of any government entity or public authority, or any accidents or forces, conditions, or circumstances beyond Seller's control, and Seller shall not be liable for any loss whatsoever suffered by Buyer, directly or indirectly, as a result of any such events or occurrences. Buyer agrees to examine and inspect all installations, repairs, and maintenance, and within ten (10) days, notify Seller in writing of any complaints about work performed under this Agreement. The failure of Buyer to give such written notice shall constitute acceptance of the work performed. The provisions of the paragraph shall not be limited by any provision in which time is made of the essence. Notwithstanding anything in this Agreement to the contrary, if at any time prior to completion of this Agreement Seller's prospects for payment are, in Seller's sole discretion, impaired, Seller may require payment in advance before permitting delivery or any installation or services hereunder, and may demand Buyer's immediate performance of Buyer's obligations hereunder. If requested by Seller, Buyer shall furnish evidence, satisfactory to Seller, prior to commencement of Seller's work hereunder or at any time thereafter, that sufficient funds are available and committed to pay the full amount owing by Buyer under this Agreement.

18. STATE OF JURISDICTION/SEVERABILITY/MISCELLANEOUS All representatives of Seller are stipulated and specified in this Agreement. No modifications hereof shall be valid unless made in writing AND agreed to, AND signed by both Seller and Buyer. No waiver by either party hereto shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition, or obligation hereof. It is agreed by both parties hereto that venue of any action arising under the Agreement shall be in Greene County, Missouri and the laws of the State of Missouri shall govern this Agreement. Should any part of this Agreement contravene public policy or laws of the jurisdiction in which it is sought to enforce the same, then such part shall be considered null and void and have no force and effect, and the balance of the terms and conditions of this Agreement shall remain valid and in full force and effect. Buyer expressly grants Seller the right to use photographs, drawings or other replicas of the sign product specified herein in its brochures, pamphlets, displays, sales documents or other advertising or promotional media in the ordinary course of business of Seller. Seller may place on the sign product its name, telephone number and location of such information, as shall be determined by Seller and solely by the Seller. Buyer agrees that Buyer is purchasing said sign product for business or commercial purposes or use and not for personal, family or household use or purposes. In regard to payment of any amount due hereunder, time is of the essence.