



158 Greeley Street, Hudson NH 03051-3422
 603-882-2638 / 800-227-5674
 www.barlosigns.com

PROPOSAL

Proposal #: 15814

Proposal Date: 01/21/19

Customer #: CRM023416

Page: 1 of 5

Sales Contact: Kady Harnedy

BILL-TO ADDRESS:	SITE ADDRESS:
Town of Allenstown Economic Development Committee 16 School Street Allenstown NH 03275-1917	Town of Allenstown Economic Development Committee 16 School Street Allenstown NH 03275-1917
REQUESTED BY: Michael Frascinella PHONE: (603) 485-4276	PHONE: (603) 485-4276

Barlo Signs is pleased to offer signage/services as outlined below:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	QUOTE #5144B Option to have (3) signs d/f.	\$1,450.56	\$4,351.68
1	QUOTE #5144INS Installation of quote 5144. Locations of signs TBD- 3 main roads entering Allenstown.	\$2,983.08	\$2,983.08

TOTAL PROPOSAL AMOUNT: \$7,334.76



Barlo installers are OSHA-10 certified.



PRICES DO NOT INCLUDE PERMITS, VARIANCES, ENGINEER STAMPED DRAWINGS (ESD), POLICE OR FIRE DETAILS, INSPECTIONS, ELECTRICAL HOOKUP, REMOVAL OF EXISTING SIGNAGE, OR TAXES, UNLESS SPECIFICALLY STATED.

(1) SIGN PERMIT(S) WILL BE OBTAINED BY (you must select one option):

- BARLO SIGNS:** You will be billed costs plus 25%.
- CLIENT:** Copy of permit must be provided to Barlo Signs prior to start of manufacturing.
- PERMIT(S) WAIVED:** Signed Waiver Agreement required.

(2) ELECTRICAL PERMIT(S), if required, will be obtained by BARLO SIGNS. You will be billed costs plus 25%.

(3) Police Details & Fire Details, if required, are additional; will be billed at costs plus 25%.

(4) Variance, Planning Board, Design Review, and Historical Board application procurement, if required, will be billed at \$150.00 per application, and an hourly rate of \$135.00 per hour for staff time, for all related costs necessary for procurement, which could include, but is not limited to: filing and representation of client at all hearings, creation of necessary drawings and plot plans, balloon tests, meetings, securing of abutters, advertising, gas, postage, color copies, photos; plus all city filing and application fees.

(5) Engineer Stamped Drawing (ESD), if required, is an additional cost and can range from \$700 to \$1,500 for an average job. The design presented includes steel and concrete based on a 110-mph criteria; if there is a need beyond this, or engineered documentation is required, the cost for this work will be added to this contract. Code requires that an ESD be completed for this project; municipalities may use their discretion regarding enforcement. If an ESD is not required to obtain a permit, it is the Client's decision and assumed risk to have one or not. Barlo recommends that an ESD be completed for all pylon and specialty signage.

- I choose NOT to have an ESD, unless required for a permit.**
- I choose to HAVE an ESD regardless of municipal/permit requirements.**

THE COSTS & FEES LISTED ABOVE ARE ADDITIONAL AND WILL BE INVOICED SEPARATELY.

The Seller will furnish all labor, materials, tools, equipment, workers' compensation, and liability insurance necessary to complete in a thoroughly workmanlike manner all work described.

THERE ARE NO UNDERSTANDINGS OUTSIDE OF THIS CONTRACT.

DELIVERY is typically 2-4 weeks (vinyls/faces) / 4-6 weeks (EMCs) / 6-8 weeks (standard signage) / 8-12 weeks (large & custom signage) from receipt of Signed Proposal, Approved Drawing, Deposit, Permits.

TERMS: 50.0% DUE AT SIGNING, BALANCE DUE UPON INVOICING. (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 10 DAYS.

PROPOSAL ACCEPTANCE

THE PRICES AND SPECIFICATIONS ABOVE, AND THE TERMS & CONDITIONS BELOW, ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: Kady Harnedy

DATE: 01/21/19

(1) CUSTOMER ACCEPTANCE:

SIGNATURE: _____

PRINTED NAME & TITLE: _____

COMPANY: _____

DATE: _____

(2) BARLO OFFICER ACCEPTANCE:

SIGNATURE: _____

PRINTED NAME & TITLE: Raymond Brayton, President/COO

COMPANY: Barlo Signs International, Inc.

DATE: _____



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TERMS AND CONDITIONS OF SALE

ACCESS BEHIND WALLS for mounting hardware & electrical wiring must be provided by BUYER.

ADDITIONAL WORK: Authorized by client while crew are on site will be invoiced on a Time & Materials basis and added to final invoice.

CANCELLATION: This order cannot be cancelled except with the seller's consent, and then only upon payment of the total cost of material received or commitments made, plus labor, overhead, and engineering charges applying to this order at date of cancellation.

CHANGES: Any deviation from specifications involving EXTRA COSTS will be executed upon written change orders and become an extra charge over and above this contract.

COLOR MATCHING cannot be guaranteed. Non-standard or non-compatible colors will be at additional cost.

CREDIT CARD PAYMENTS are accepted on MasterCard, Visa, and American Express. There is a 3.4% processing fee for amounts over \$10,000.

DELIVERY: Estimated delivery dates given herein are computed from receipt of all details pertaining to the order essential to its proper execution. Shipment dates are approximate and the seller is not responsible for delays or non-performance due to strikes or other abnormal manufacturing conditions, fires, embargoes, or other causes beyond seller's reasonable control.

ELECTRIC POWER: BUYER is responsible for bringing 120V dedicated circuit(s) to base of ground signs & within 10 feet of wall signs. The only electrical connection made by Barlo Signs shall be to the provided outside legal 120V outlets. Any other work must be outlined in the specifications of this contract or will incur additional charges.

IRREGULAR PAYMENTS: The seller may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement of any dispute without losing any of their rights under this contract or under the law. If seller accepts such payments, this does not mean an agreement to change this contract in any way. A service charge of 1.5% per month will be added to delinquent accounts.

LANDLORD APPROVAL: Permission for use of any building facilities and/or land for the installation of proposed signage is the responsibility of the BUYER.

LEDGE/FROST CLAUSE: If unusual digging conditions, i.e. ledge, water, heavy frost, unmarked water and/or gas lines, etc. are encountered in ground installations, this contract is binding; however, an additional cost based on additional labor, plus 20% on subcontract labor and materials, will be added to the final price.

OVERAGES/SHORTAGES: We will follow the practice of the graphics industry in shipping (and invoicing) 10% overage or shortage whenever this takes place on printing press runs. EXACT amounts requested are subject to a 5% surcharge.

RELAMPING at time of install is charged on a Time & Materials basis; ballasts only as needed.

REMOVAL/DISPOSAL: Removed signs/letters will be disposed of, if not instructed otherwise. Electric will be capped, holes plugged with paintable silicone This proposal DOES NOT include building repair, painting, or restoration unless outlined specifically. STORAGE of old signs is NOT part of this contract unless specifically stated.

ROOF PENETRATIONS: Rubber roof penetrations are the responsibility of the BUYER and must be executed by a Certified Roofing Contractor. Barlo's only responsibility is to coordinate with the roofer for the LOCATION of the penetrations.

SHIPPING PRICES are quoted on the estimated delivery dates. We reserve the right to recalculate the sale price if order is not completed within twelve months of date of order execution. Deliveries delayed by the BUYER will be invoiced at time display is ready for shipment, and payment made within ten days.

SIGNATURES: Electronic or facsimile copies of this Agreement signed by the parties shall be considered for all purposes as originals.

SITE DAMAGE: It is understood that heavy equipment is involved in sign installations and that tire ruts, outrigger indentations, and other incidental damage may occur. Landscaping repairs are not included unless specifically stated.

SITE LOCATION: It is the responsibility of the BUYER to determine the boundaries for proper location of ground signs.

SITE MEETINGS: Expenses incurred due to mandated site meetings will be added to contract value.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 45 DAYS.

SITE READINESS: Sign installation date will be confirmed with responsible site personnel 48 hours in advance of dispatching equipment. It is the BUYER's responsibility to ensure that the site is clear of obstructions and other subcontractors who would hinder Barlo's installation, and all preparation required by others is completed prior to Barlo's arrival. Should Barlo's personnel be turned away due to the site being unprepared, costs will be incurred for all lost time, including travel, at a minimum of four hours. If only a portion of the scheduled work can be completed, then charges for the return trip will be added to the final invoice.

SOIL CONDITIONS & TOXIC CLEANUP: The parties hereby agree that the contract price is based on the presence of normal soil conditions at the sign location. Buyer hereby warrants that he knows of no unusual soil conditions or underground obstructions at said site, and agrees that in the event that such conditions are encountered, the contract price will be adjusted based on the additional labor or materials required to complete installation.

SPECIAL EQUIPMENT REQUIREMENT: Any signs installed over a height of 70 feet or requiring special equipment, i.e. white tire or interior use lifts, will incur an added cost for "After Sale Servicing," including the time during Barlo's standard warranty period of one year. This cost will be billed separately and carry a 25% mark-up to cover servicing and procurement. Buyer may elect to have these charges billed directly to themselves, however Barlo reserves the right to approve the selection of the vendor and the equipment required.

TAXES: All taxes assessed for this sale are the responsibility of the BUYER; this includes, but is not limited to, Local, State, and Federal USE and SALES taxes. These amounts will be computed according to the regulations mandated by the governing bodies and applied to your final invoice.

TERMS: The terms of this contract shall be subject to and enforceable under the laws of the state of New Hampshire. The parties expressly waive their rights to enforce their rights hereunder in any jurisdiction other than New Hampshire and agree and consent that any dispute arising out of this contract shall be decided by a New Hampshire Court and that trial by jury is specifically waived by each party hereto for themselves or their assigns. In the event a lawsuit for collection of funds unpaid is filed, the debtor agrees that the contract interest rate of 18% shall prevail over any statutory interest rate. The debtor agrees to pay all costs of collection, including reasonable attorneys' fees.

TITLE: Ownership of Display shall at all times remain with Barlo Signs, and Buyer hereby grants Barlo Signs a security interest in Display until all of the payments are made and all of the conditions herein contained are fully satisfied, at which time Buyer shall be vested with full title to Display. Buyer shall bear all risk of loss of Display after delivery or installation has been completed (where installation is part of this Agreement). At the request of Barlo Signs, Buyer will execute and deliver to Barlo Signs for filing wherever it may be required a financing statement evidencing Barlo Signs' security interest in Display. In the event of such removal, BUYER shall be liable to seller for all labor costs and expenses for the removal of the signage. Removal of the signage shall not constitute a waiver of any rights and remedies existing at law for the breach of this agreement, and the seller expressly reserves all such rights. Upon breach of this agreement BUYER agrees to pay all costs of collection including reasonable attorneys' fees.

UNFORESEEN OBSTRUCTIONS/REINFORCEMENT: Buyer shall be responsible and pay for all necessary reinforcement to building or any other structures on which display is installed, for relocating power lines or other obstacles, and for any additional installation cost incurred by Barlo Signs due to unforeseen obstructions. Barlo Signs is not responsible for damage to underground utilities or other unforeseen objects. Every possible effort will be made to determine wall thickness and drilling requirements prior to installation cost estimation. However, Barlo Signs will not be held responsible for unknown wall obstructions such as beams, re-bar, extreme wall thickness and/or density. The additional labor and materials required to complete installations due to these obstructions will be added to the installation price at final invoicing.

UTILITY/DIG SAFE SERVICES: Any costs incurred for services provided to cover overhead lines or verify location of underground utility/sewer/water/phone/gas or other obstructions will be an additional charge at time of billing.

WARRANTY: Signage furnished by Barlo Signs is warranted to be free of manufacturing defects for 1 year, effective from date of substantial completion. EMCs: 5 years; LEDs & power supplies, 1 year labor; excludes PC/radio/fiber, repairs due to damages caused by power failure, surges, or lightning strikes. Warranty is VOID if account is delinquent or if sign is serviced by anyone other than Barlo Signs, or if tampered with by others.



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DEPOSIT INVOICE

Invoice #: DP15814

Inv Date: 01/21/19
Customer #: CRM023416
Page: 5 of 5

SOLD TO:	JOB LOCATION:
Town of Allenstown Economic Development Committee 16 School Street Allenstown NH 03275-1917	Town of Allenstown Economic Development Committee 16 School Street Allenstown NH 03275-1917 REQUESTED BY: Michael Frascinella

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Michael Frascinella		Kady Harnedy		50.0% Due Upon Receipt	

3 QUOTE #5144B Option to have (3) signs d/f.	\$1,450.56	\$4,351.68
1 QUOTE #5144INS Installation of quote 5144. Locations of signs TBD- 3 main roads entering Allenstown.	\$2,983.08	\$2,983.08

 TOTAL PROPOSAL AMOUNT \$7,334.76
 *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***

A 3% CREDIT CARD FEE ADDED FOR PAYMENTS OVER \$10K.

PLEASE PAY THIS DEPOSIT AMOUNT:	\$3,667.38
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