



# Chandler Signs, L. P., L. L.

12106 Valliant Drive  
San Antonio, TX 78216 USA  
(210)349-3804  
(210)349-8724

REMIT:  
3201 Manor Way  
Dallas, TX 75235 USA

# PURCHASE AGREEMENT ATTACHMENT A

Reference No: 0604734

**PROPOSAL DATE:** October 08, 2012  
**SUBMITTED TO:** Nueces County Courthouse  
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\*  
\*, \* \*\_\*

**DISPLAY LOCATION:** Nueces County Courthouse  
901 Leopard St.  
Suite 303.11  
Corpus Christi, TX 78401- USA

**DESIGN NO:** 12-0383 R1

### PRODUCT DESCRIPTION:

			<u>MFG/CRT:</u>
A1-A4	(4)	Mfg. (4) s/f non lit reflective directional displays, reflective copy reading "Customer Parking w/directional arrow and County Seal emblem" (2'-6" x 3'-6" x 5'-0" oah)	\$2,408.00
B1-B4	(4)	Mfg. (4) d/f non lit reflective directionals with reflective copy reading "Customer Parking w/directional arrow & County Seal Emblem" (2'-6" x 3'-6" x 5'-0")	\$3,260.00
C1- C3	(3)	Mfg. (3) s/f non lit directional displays, reflective background and reflective copy reading "Reserved Employee Parking w/directional arrow and County Seal Emblem" (2'-6" x 3'-6" x 5'-0)	\$1,855.00
D1-D5	(5)	Mfg. (5) d/f non lit reflective directional displays, reflective copy reading Reserved Employee Parking w/directional arrow & County Seal Emblem" (2'-6" x 3'-6" x 5'-0")	\$4,002.00
E1-E2	(2)	Mfg. (2) non lit s/f reflective directional displays, reflective copy reading "Exit Only Do Not Enter w/insignia & County Seal Emblem" (2'-6" x 3'-6" x 5'-0")	\$1,328.00
F1	(1)	Mfg. (1) s/f non lit reflective directional . reflective copy reading "Reserved Employee Parking w/directional arrow, handicap insignia & County Seal Emblem" (2'-6" x 3'-6" x 5'-0")	\$868.00
G1	(1)	Mfg. (1) d/f non lit reflective directional, reflective copy reading "Reserved Employee Parking w/handicap insignia, directional arrow & County Seal Emblem" (2'-6" x 3'-6" x 5'-0")	\$1,026.00
H	(1)	Mfg. (1) alum. overlay face with reflective background & vinyl graphics, copy reading "Customer Parking w/directional arrow & County Seal emblem" Includes sand, scrape and repaint entire display and supports white..	\$800.00

<b>Manufacturing &amp; Crate Subtotal</b>	<b>\$15,547.00</b>
Freight	\$1,268.00
Install	\$9,359.00
<b>Total</b>	<b>\$26,174.00</b>

- \* The above pricing is as approved. If original terms or conditions change in regards to additional items, services, shipments, etc.,they must be approved in writing and/or acknowledged by e-mail prior to expediting.
- \* Prices are good for 60 days.
- \* **50% DEPOSIT REQUIRED UPON CREDIT APPROVAL**
- \* The above quoted prices are based on normal working hours and conditions. Exceptions to normal include: adverse soil conditions, unidentified wall conditions, and mandatory after hours work schedules.

**WE CONSIDER IT A PRIVILEGE TO SERVE YOU!**

Approval \_\_\_\_\_ Date \_\_\_\_\_ By Nueces County Courthouse



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REMIT:  
3201 Manor Way  
Dallas, TX 75235 USA

# PURCHASE AGREEMENT

Date: October 8, 2012

Representative: Deborah Moltz

Agreement No.: 0604734

The following Purchase Agreement is made and entered into between CHANDLER SIGNS, L. P., L. L. P., hereinafter referred to as Seller, and

Buyer: Nueces County Courthouse

Location: Nueces County Courthouse

Address 1: \*

Address 1: 901 Leopard St.

Address 2: \*

Address 2: Suite 303.11

City: \* State: \* Zip: \*-\*

City: Corpus Christi State: TX Zip: 78401-

Country: \_\_\_\_\_

Country: USA

Who is doing business as: an individual \_\_\_\_\_, a partnership \_\_\_\_\_, a corporation \_\_\_\_\_, a limited partnership \_\_\_\_\_, a limited liability company \_\_\_\_\_, or other (specify) State of Texas

DESIGN NO: 12-0383 R1

DISPLAY SPECIFICATIONS:

For itemized detail of Display please SEE ATTACHMENT "A"

In case of variance between the above specifications and approved design, the latter shall prevail. All drawings rendered in regard to this Agreement are hereby made part of this Agreement and incorporated therein when approved by the Buyer.

Subject to the terms and conditions of this Agreement and in accordance with the provisions hereinafter set forth, **including provisions D thru N listed either, on the back of this page, or if you received this by email, on page 2**, and Attachment A, and in consideration of the mutual covenants and agreements contained herein; Buyer and Seller hereby agree as follows:

- A. SALE: Seller shall, according to the specifications included within this Agreement or any subsequent written amendments thereto, construct for and sell to Buyer and Buyer shall purchase from Seller, the Advertising Display(s) ("Display") in accordance with the terms of this Agreement.
- B. INSTALLATION OF DISPLAY(S): X IS \_\_\_\_\_ IS NOT INCLUDED IN THE TERMS OF THIS AGREEMENT. If installation is not included in the Agreement, the Purchase Price is due and payable in full upon shipment from Seller's plant.
- C. PRICE AND TERMS: Purchase price for the Display is: **\$26,174.00** and is due in full upon completion. See the back section of this agreement, or page 2 if you received this by email, and Attachment A for additional terms and costs. Buyer agrees to pay Seller in addition to the aforesaid purchase price, any tax or charge now or hereafter imposed by law, on the nature, performance, or billing of this Agreement. All amounts not paid when due according to the terms herein, including interest, shall bear interest at the highest rate allowed by law from the date payment was due until paid.

ACCEPTED BY:

ACCEPTED BY:

Seller: Chandler Signs, L.P., L.L.P.

Buyer: Nueces County Courthouse

By: Chandler Signs G.P., L.L.C. (General Partner)

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

D. TITLE: Ownership of Display shall at all times remain in Seller, and Buyer hereby grants Seller 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 a part of this Agreement). At the request of Seller, Buyer will execute and deliver to Seller for filing, wherever it may be required, a financing statement evidencing Seller's security interest in Display.

E. REINFORCEMENT OF BUILDING; PHYSICAL CONDITIONS; COST OF ELECTRICITY: If installation is a part of this Agreement, Buyer shall be responsible and pay for all necessary reinforcements to the building or any other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions. Buyer shall be responsible and pay for all electricity used or needed by Display. Unless otherwise stated in the Agreement, BUYER SHALL PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE TO LOCATION OF DISPLAY AND MAKE CONNECTION THEREOF TO DISPLAY, AT BUYER'S EXPENSE.

F. DELIVERY AND PERFORMANCE: Seller shall perform its obligations with due diligence but subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations and other causes beyond its reasonable control. The price is based on normal working hours and conditions.

G. PRIVATE PERMITS: If installation is part of this Agreement, Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which Display is to be installed, and for all other private permissions necessary for the installation, use and existence of Display.

H. PUBLIC PERMIT(S), LICENSE(S), FEE(S), and TAXE(S): If Seller is to install Display, Seller shall obtain (as Buyer's Agent) at Buyer's expense all permit(s) and license(s) from public authorities for the initial installation of Display. If Seller pays for any such permit(s), Buyer shall reimburse Seller for the cost of such permit(s). Seller shall not be obligated to commence construction of Display until public permit(s) have been issued. If such public permit(s) are denied, after reasonable efforts by both parties to secure same, then this Agreement shall terminate without liability to either party except that Buyer shall pay Seller for all manufacturing costs and other costs of performing this Agreement theretofore incurred by Seller. Buyer will be responsible that public and private permit(s), once issued, shall not be revoked. Buyer shall pay all personal property, sales, use and other taxes now or hereafter imposed on Display, its purchase hereunder, or the performance of this Agreement.

I. DEFAULT. Buyer shall be Default if it fails to perform any of its obligations under this Agreement or any Maintenance Agreement relating to Display between the parties hereto, or if bankruptcy or insolvency proceedings are instituted by or against Buyer, if Buyer makes any assignment for the benefit of creditors, or if Buyer shall grant or permit any lien, security interest or other claim to Display. Upon Buyer's Default all amounts owing Seller hereunder shall, at Seller's option, become immediately due and payable, and Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, and may enter upon Buyer's premises and take possession of Display or render it unusable. Buyer expressly waives any and all rights to notice or hearing prior to Seller taking possession of Display, whether such possession shall be taken by Seller, its agents or representatives, or pursuant to legal process. Unless otherwise provided by law, any requirement of notice of sale or disposition of Display shall be met if such notice is mailed postage prepaid to Buyer at least 10 days before the time of sale or disposition of Display by Seller. Buyer shall pay for expenses of Seller in retaking, holding and selling Display and in enforcement of other remedies of Seller including reasonable attorney's fees and other legal expenses.

J. INSURANCE. So long as any sum of money due to Seller under this Agreement is unpaid, Buyer shall insure the Display against physical loss and damage in an amount not less than the amount unpaid under this Agreement.

K. LIMITED WARRANTY: Seller warrants to Buyer that Display will be free from defects of material and workmanship for a period of one year from date of installation. If Seller does not install Display, Seller warrants parts only for a period of one year from date of shipment to buyer, provided that all parts replacement requests must be made to Seller's Service Department. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.**

L. TRANSFER OF AGREEMENT. This Agreement shall be binding upon the respective successors and assigns of the parties. However, the interest of Buyer shall be transferable only with the prior written consent of Seller.

M. GOVERNING/APPLICABLE LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and of the United States of America. This Agreement is made and is performable in the City of Dallas, Dallas County, Texas. Buyer and Seller agree that suits brought to enforce or interpret or relating to the terms of this Agreement or alleging default there under shall be brought in the State Courts or United States District Courts sitting in the City of Dallas, Dallas County, Texas, which courts shall have exclusive jurisdiction of such claims, and Seller and each surety, guarantor, endorser and other party ever liable for payment of any sums of money payable under this Agreement, jointly and severally waive the right to be sued hereon elsewhere. All sums of money due and payable under this Agreement shall be paid to Seller at 3201 Manor Way, Dallas, Dallas County, Texas 75235.

N. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed by Seller in Dallas, Dallas County, Texas. This Agreement constitutes the entire understanding between the parties and Buyer acknowledges there are no prior or contemporaneous oral agreements or understandings. No modifications of this Agreement shall be binding on Seller unless approved in writing by Seller.

Customer: Nueces County Courthouse

Initials and Date: \_\_\_\_\_

Agreement No: 0604734 Date: 10/8/2012

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GUARANTEE: For value received, I, or we, the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the foregoing Purchase Agreement, at the dates and for the purpose therein stated, and the performance of all other undertakings by Buyer as therein provided, including reasonable attorney's fees. As Guarantor(s) it is understood that the obligations herein provided shall be binding upon and enforceable against the heirs, assigns, successors, and personal representatives of each of the undersigned. Each undersigned agrees that no notice of acceptance by Seller of this Guarantee shall be required of Seller; waives notice of any default; and consents of any changes or modifications hereinafter made by Seller and Buyer.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Guarantor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Guarantor