



Quotation

Quotation No.:
 Date: 6/09/09
 Customer ID:

Bill To:
 Jim Heaton
 Santa Barbara County Redevelopment
 Agency
 1105 Santa Barbara St, 4th Floor
 Santa Barbara, CA 93101

Ship To:
 El Colegio St
 Santa Barbara, CA

Sales Rep.	FOB	Ship Via	Terms	Proposed Shipping
Mark Coggins	Your Location	Our Truck	50% Dep/Bal Upon Comp	Standard

Description	Qty	Unit Price	Total
Hip Roof Custom Shelter 15'-0" x 6'-0" x 8'-2 3/4" overall dimension Steel vertical supports w/ aluminum roof frame Aluminum standing seam roof, 16" seams OC Powder coat finish, two color as per approved sample Delivery / Install with surface plate mount to existing footing Footing, cage, j-bolts by others - LNI Footings are available Stamped Engineering Calcs / Footing Template provided by LNI	3	\$12,001.58	\$36,004.74
Bench 6' Perforated Bench, No Back Aluminum construction w/ powder coated finish 1.5" aluminum pipe supports; perforated aluminum seat Double anti-vagrant bar	3	\$917.44	\$2,752.32
Total			\$38,757.06

** Tax and installation included, Cost of permits plus staff time at \$65.00 per hour, to be invoiced upon completion
 ** Onsite installation at prevailing wage.
 ** Prices based on quantities shown and single delivery for entire order. Changes in quantity may affect price.

Quotation valid for: 90 Days
 After receipt of this executed letter, we will proceed with obtaining permits.
 Completion of installation to take approximately (12) Twelve weeks AFTER receipt of all approvals.

SELLER: LNI Custom Manufacturing

PURCHASER: _____

Accepted By: _____

Accepted By: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This Quotation / Sales Agreement is subject to the accompanying “Conditions of Agreement” and contains all of the terms and conditions between the parties hereto and is subject to acceptance by an executive officer of the Seller.
- The Agreement is based on all fabrication and installation work being conducted during normal working hours and does not reflect any overtime rates.
- If the work covered by this Agreement will require a building permit or license from local government authorities, **Purchaser is responsible for actual cost of permits plus 20% , in addition to Staff time.**

Conditions of Agreement

1. **TERMS AND CONDITIONS:** Seller agrees to sell and Purchaser agrees to purchase, subject to the terms and conditions of this agreement, a Sign or Advertising Display hereinafter called the “Display,” in conformity with the specifications herein set forth and with the approved designs, if any, of Purchaser. Time is of the essence of this agreement and the waiver of any default shall not operate as a waiver of any subsequent defaults.
2. **WARRANTY:** Seller warrants that the Display provided hereby shall be free from defects in workmanship and material for a period of 12 months from the date of delivery. Seller shall replace free of charge any material found to be defective during the first 90 days of period. Thereafter, and until the expiration of the warranty period, Seller shall provide replacement material for any such defect, and Buyer shall be obligated only to pay for labor, delivery and installation charges associated with the replacement.

This warranty does not cover the following:

- a. Incandescent lamps and fluorescent lamps;
- b. Damages or destruction from the elements, storm, lightning, rain, wind, fire, earthquake, or acts of God.
- c. Any part or component which has been modified, in any way, other than by Seller.
- d. Damage or destruction from misuse, abuse, vandalism, or misfeasance by others;
- e. Normal wear and tear; and
- f. Materials furnished by others.

LIABILITY OF THE SELLER UNDER THIS AGREEMENT IS LIMITED TO THE REPAIR AND REPLACEMENT OF THE GOODS SPECIFICALLY SOLD HEREUNDER ACCORDING TO THE TERMS AND CONDITIONS OF THE WARRANTY DESCRIBED ABOVE, AND THERE ARE NOT OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, OR REPRESENTATIONS WITH RESPECT TO THE QUALITY OF THE GOODS. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS AND IN LIEU OF THE WARRANTY OF MERCHANTABILITY.

Seller shall not be liable for lost profits, operating or consequential or incidental or special direct damages resulting from a breach of all or any part of this agreement.

3. **RISK OF LOSS:** Should any loss, damage or injury result to said Display, from any cause whatsoever, after delivery to Purchaser or his agents, such loss, damage or injury shall not relieve the Purchaser from the obligation to pay for the same according to the terms of this contract. Risk of loss after delivery shall be with Purchaser.
4. **TITLE:** Title to Display remains in Seller until full payment is received. Until such time as it is fully paid for pursuant to this agreement, the Display shall be deemed personal property and shall not by reason of attachment or connection to any realty, become or be deemed a fixture or appurtenance to such realty. Purchaser shall obtain and provide proof of consent from the owner of the premises for installation of the Display on the premises and that the Display shall remain personal property as required herein.
5. **SELLERS REMEDIES:** Should Purchaser fail to make payment when due, or otherwise breach this agreement, Seller shall have the right to either (1) retake said Display and cause the same to be sold at either public or private sale without notice to the Purchaser, and if the amount realized from such sale together with the payment theretofore received from Purchaser shall not total the entire purchase price hereunder together with the expense of taking possession of and selling said Display, Purchaser agrees to pay any such deficiency to Seller on demand, or (2) without retaking said Display, to bring suit for balance due under this contract.
6. **DELIVERY:** The furnishing and installation of the Display as set forth herein shall be subject to, and Seller shall not be liable for, delays or damages howsoever caused by strikes, labor disputes, fires, unforeseen commercial delays, inclement weather, storms, earthquakes, rains, acts of God regulations or restrictions of the government or public authorities, other accidental forces, conditions or circumstances beyond control of the Seller, changes in the plans or specifications, or conduct on the part of the Purchaser or others beyond the control of Seller. Time for delivery and installation, where required, shall be extended for such period of time commensurate with the delay caused by any or all of the above conduct and circumstances.

7. **AUTHORITY OF AGENT:** This contract is not subject to countermand, and cancels all previous understandings either written or verbal, and does not become binding upon the Seller until approved, in writing, by an executive officer of the Seller. No variation in any of the terms, conditions or requirements hereof, nor any additions thereto, shall be effective or binding on Seller without the express written consent of Seller, and no contract will result from this Sales Agreement or any part hereof, except upon the terms, conditions and requirements herein stated and such additional and/or different terms and conditions, if any, to which Seller may expressly agree in writing.
8. **PURCHASERS RESPONSIBILITIES:** Unless specifically provided for elsewhere in this agreement, Purchaser, at its sole cost, shall provide and install all necessary wiring of sufficient size and capacity to the location of the Display as directed by Seller. Purchaser shall also provide, at its sole cost, all building reinforcements necessary for attachment of the Display to any structure, and shall pay for relocation of all power, water or utility lines which interfere with installation of the Display. Purchaser shall comply with all federal, state and local laws, rules and ordinances governing its obligations, and shall indemnify, defend and hold Seller harmless from any claim, liability, damage, cost and expense, including attorney's fees, whether valid or not, arising out of the performance of Purchaser's obligations.
9. **PERMITS AND FEES:** In addition to payment of the aforementioned price, Purchaser will reimburse Seller for any amount paid to any governmental agency by Seller for permits, licenses, engineering and/or labor to secure same, as is necessary for the installation or connection of the Display.
10. **SOIL CONDITIONS:** Installation prices set forth in this agreement are based upon the assumption of moderately hard, stable soil conditions without rocks or other obstructions, and for minimum wind loads as specified in prevailing code. Upon encountering different soil conditions or wind-load requirements, Purchaser agrees to pay Seller additional compensation based upon Seller's actual cost, plus markup, for extra work expended in performing the installation.
11. **ATTORNEY'S FEES:** If either party institutes suit against the other, or any surety of any party, in connection with any dispute or matter arising under this agreement, the prevailing party in that suit shall be entitled to payment of its reasonable attorney's fees, costs and expenses from the other party.
12. **APPLICABLE LAWS:** Except as expressly limited herein, Purchaser and Seller shall have all remedies provided by Uniform Commercial Code, said remedies being cumulative to all other remedies in law or equity. This agreement and all obligations of Purchaser are deemed entered into and to be performed at the offices of Seller designated above.
13. **ASSIGNMENT:** Purchaser shall not assign nor pledge its rights under this contract to any other person or entity without prior written consent of Seller. Any assignment without the consent of Seller shall be void and ineffective.
14. **PAYMENT TERMS:** Invoices are payable upon invoice date. All overdue amounts of the purchase price shall bear interest at the maximum rate allowable by law on any amounts past due.
15. **COMPLETION:** Any statements relating to the date of completion of said display consist of the parties' concurrent best estimate but completion by such date is not guaranteed by Seller.
16. **TAXES:** Unless otherwise specifically provided herein, Buyer shall reimburse Seller, in addition to the price herein before stated, for all sales, use and other taxes, excises and charges which Seller may pay or be required to pay to any government directly or indirectly, in connection with the production, sale, transportation/or use by buyer of the display.
17. **COLLECTION AGENCY:** If Seller is required to use a collection agency to enforce payment under this agreement, Seller shall be entitled to payment of reasonable collection agency fees.