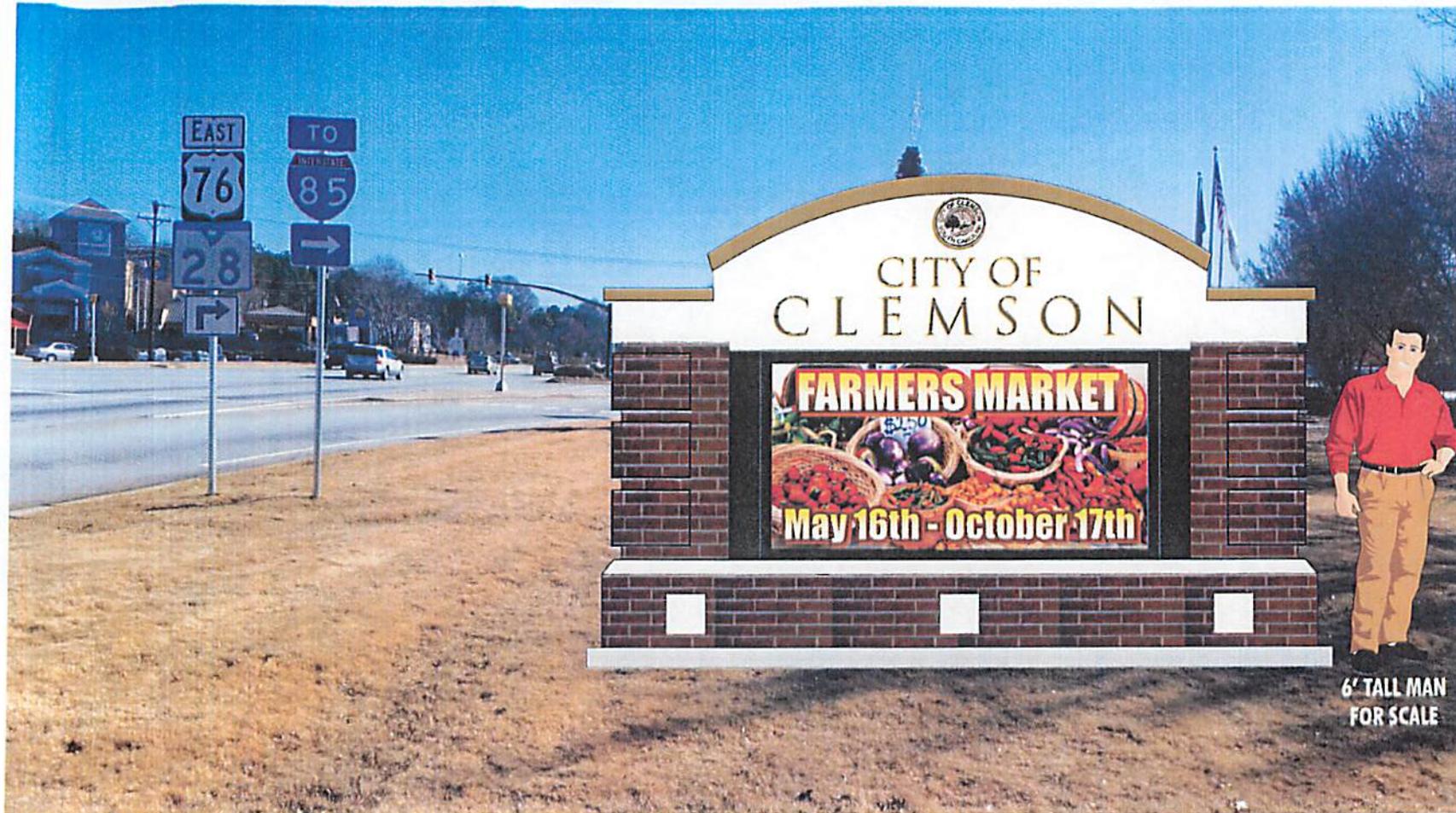


# OPTION 1

## APPROXIMATE SCALE AND PLACEMENT



6' TALL MAN  
FOR SCALE

**New Media**

SALES, DESIGN, GRAPHICS

PO BOX 5993, W. COLUMBIA, SC 29171  
(803) 794-6889 / FAX (803) 794-6620

FILE NAME: CITY OF CLEMSON

DATE: 7-16-2015

DRAWING SCALE: 3/8" = 1' NOTE SCALE CHANGE

DRAWN BY: Jason Freeman

APPROVAL SIGNATURE: \_\_\_\_\_

PROJECT MANAGER: TAMMY DUNCAN

E-MAIL: tammy@newmediacomm.net

WEB PAGE: www.newmediacomm.net

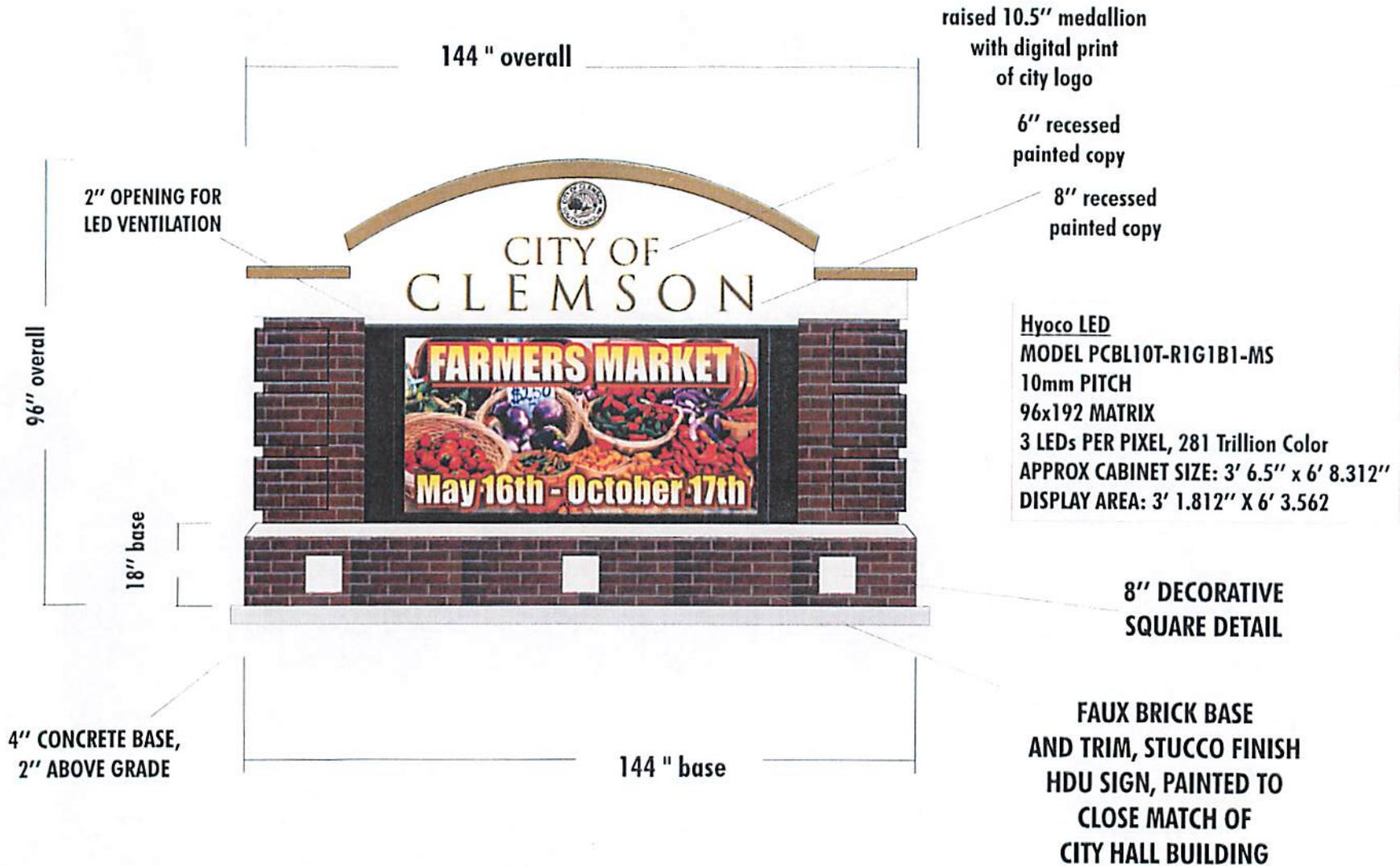
PHYSICAL ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_

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# OPTION 1



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PROJECT MANAGER: TAMMY DUNCAN  
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CONTACT: \_\_\_\_\_

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# New Media

COMMUNICATIONS INC.

Administration  
109 Hunters Mill Lane  
West Columbia, SC 29170  
(803) 794-6889/ FAX (803) 794-6620

## CONDITIONAL SALES CONTRACT/PROPOSAL

This contract made by and between New Media Communications, Inc. hereinafter called "Seller" and CITY OF CLEMSON hereinafter called "Purchaser".

In consideration of the purchase price of \$ 49,064.00 + \$ 2,965.48 tax & \$ TBD permits, seller agrees to build, furnish, deliver and install, at the location herein specified, the neon electric sign, or other sign, in accordance with the specifications herein set forth.

Purchaser agrees to pay seller the purchase price as follows: 50% Deposit + tax, or \$ 27,497.48 earnest money upon the execution hereof, and a 25% Deposit, or \$ 12,266.00 when the LED signs are ready to be shipped, and the balance thereof or \$ 12,266.00 + PERMIT, at the time of delivery and proper erection. Said purchase price does not include the cost of electrical wiring and installation thereof from building to said sign. NOTE: BALANCE IS DUE IMMEDIATELY UPON INSTALLATION OF SIGN. All warranties herein shall become void if final payment is not received by Seller within the time period stated in contract. The Purchaser further agrees to pay one and one-half percent interest charge per month on all past due amounts.

Seller agrees to secure and pay for all necessary permits for the erection of said sign as and when required by municipal, county, state and/or other authorities. Purchaser will be billed separately for permit cost and acquisition fees.

Upon the acceptance of said sign and/or payment of the full purchase price by Purchaser, Seller's duties hereunder shall cease and determine except that Seller guarantees said sign against electrical defects, ballast and/or transformer for a period of 1 year from the date of installation, including labor. It is agreed by the parties that there shall be no further liability on the part of the Seller after delivery of said sign. LED signs have a 1 year labor warranty and a 5 year parts warranty from the manufacturer.

Seller agrees to have said sign completed and installed within 12-14 weeks from date of payment of the earnest money called for herein. Delay due to weather, securing permits, labor stoppage or disruption, the moving of power lines or any other cause, nature or man made, beyond the control of Purchaser or Seller shall not be considered as part of the aforementioned time.

It is agreed by Purchaser that title to and ownership of said sign shall remain in Seller and that said sign shall remain personally at all times until said sign is fully paid for by Purchaser. In this connection, Seller shall have the right to go upon the land of Purchaser, as and when necessary, to remove said sign and Seller shall not be liable for trespass or nominal and consequent damages to Purchaser's property by reason of the removal of said sign. The Purchaser further agrees to pay all legal and other costs incurred including a reasonable attorney's fee of \$250.00 or twenty-five percent of any amount due, whichever is higher, to the Seller's attorney, for the collection of the purchase price, or any part thereof. The Purchaser further agrees that should the Seller be required to take any legal action for the taking and removal of said sign, or for the collection of the purchase price, or any part thereof, that the jurisdiction for said legal action shall vest in the Court of Common Pleas for Lexington County, South Carolina, and the Purchaser voluntarily submits himself to the jurisdiction of this Court for said purpose.

If solid rock, or excess water, is encountered during foundation work or excavation, the Purchaser will be notified immediately. The Purchaser will have two options: (a) Foundation work can proceed on a time and materials basis or (b) the foundation can be relocated to avoid solid rock formations or water. Any additional charges incurred by Seller will be passed on to the Purchaser.

The Purchaser agrees not to hold Seller responsible for any damages that may occur to any water pipes, sewer pipes, gas lines, telephone lines, or to any unknown items susceptible to damage beneath the ground where sign display is to be located. The Purchaser agrees to be responsible for having underground utilities located prior to excavation of ground where the sign display is to be located.

This writing contains the entire agreement between the parties and no statement or other purported agreement not in writing and endorsed hereon or attached hereto shall be deemed to be a part hereof. This contract shall be governed by the law of South Carolina.

## DESCRIPTION AND SPECIFICATIONS OF SIGN

We propose to furnish and install (1) 96" x 144" x 24" double-faced non-lighted Synthetic Stucco Monument sign with faux brick. Copy to be raised painted graphics with a digitally printed seal. Copy and colors as per approved drawing. Installation with (2) end poles and one center pole as well as a 5" concrete pad.

We propose to furnish and install (2) single faced 281 Trillion Color LED signs. Model PCBL10T-R1G1B1-MS, Matrix 96 x 192, Pitch 10mm, 3 LED's per pixel with individual shading louvers, capable of up to 12 lines of 3" text with excellent graphics capabilities, not limited to straight lines. Cabinet size 3' 6" x 6' 8". Having a viewing Angle of 140 degrees. Digital Temperature and time included. Software installation on existing computer and on site personal training included. LED Warranty: 5 year parts, 2 year labor.

Cost \$49,064.00 + \$2,965.48 tax + permit cost to be determined

*325.00 FOR PERMIT. 52354.48*

ELECTRICAL TO SIGN AND FINAL HOOK-UP NOT INCLUDED.

TERMS: 50% Deposit + tax, a 25% deposit due when LED is ready to be shipped, with the balance due + Permit upon completion of installation.

Description of land and street address on which sign to be erected 1250 Tiger Blvd. Clemson, SC

This the \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Purchaser (LS)

\_\_\_\_\_  
Address of Purchaser (LS)

\_\_\_\_\_  
Witness

BY:  \_\_\_\_\_ (LS)  
Project Manager