



1020 Wilbur Ave.  
 PO BOX 2098 Waterloo, IA 50704  
 319-233-4604 · 800-728-4604 · Fax: 319-233-7514

REMIT TO:  
 P.O. BOX 2098, WATERLOO, IA 50704

# PROPOSAL

## Proposal #: 39653

Proposal Date: 01/27/25  
 Customer #: CRM018134  
 Page: 1 of 5

SOLD TO:	JOB LOCATION:
New Hampton Elementary School 206 W Main St New Hampton IA 50659	New Hampton Elementary School 206 W Main St New Hampton IA 50659  REQUESTED BY: Jeremiah Cantu

NAGLE SIGNS INC (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #42730 Furnish and install new 65" x 9'3", (view:5'x9'; matrix:180x324) 1-sided 8MM Watchfire electronic message center. Includes OPX Ignite cloud based software and training, time/temp sensor. 5-year parts warranty from Watchfire and 1-year labor warranty from Nagle. Customer to verify proper electrical is ran to sign. Sign max electrical draw is 32 Amps/120V. Dispose of existing cabinets and Daktronics display. Applicable city permit is extra, at cost.	\$34,234.05	\$34,234.05
1	QUOTE #42731 Furnish and install new 14" tall x 9'6" wide, 6MM ACM Panel with applied 3M printed graphics and 3M overlamine. Affixed with painted hardware through the face. City permit is extra, at cost. *Bid for completion while installing quote #42730.	\$544.52	\$544.52

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$34,778.57**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**  
 (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

### TERMS AND CONDITIONS

COMPANY INITIALS BB

CUSTOMER INITIALS \_\_\_\_\_



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1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.
2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. NAGLE SIGNS INC shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.
4. NAGLE SIGNS INC shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by NAGLE SIGNS INC hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.
5. Owner 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 maintenance, use and existence of display. NAGLE SIGNS INC shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. NAGLE SIGNS INC shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.
6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Nagle Signs shall be allowed to increase the price quoted in this proposal to the extent of Nagle Signs, Inc's. additional costs.
7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.
8. NAGLE SIGNS INC unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by NAGLE SIGNS INC Any part found by NAGLE SIGNS INC to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. NAGLE SIGNS INC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE



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WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NAGLE SIGNS INC shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against NAGLE SIGNS INC for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Nagle Signs, including but not limited to its reasonable attorney's fees.
10. Title to all materials and property covered by this contract shall remain in NAGLE SIGNS INC and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. NAGLE SIGNS INC is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, NAGLE SIGNS INC may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.
11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.
12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.
13. The Iowa District Court in and for Black Hawk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by NAGLE SIGNS INC to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.



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THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

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

SALESPERSON: Brian Buss

DATE: 1/27/2025

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

COMPANY INITIALS BB

CUSTOMER INITIALS \_\_\_\_\_



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605 Iowa Ave. W  
 Marshalltown, IA 50158  
 641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

# DEPOSIT INVOICE

Invoice #: **DP39653**

Inv Date: 01/27/25  
 Customer #: CRM018134  
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SOLD TO:	JOB LOCATION:
New Hampton Elementary School 206 W Main St New Hampton IA 50659	New Hampton Elementary School 206 W Main St New Hampton IA 50659  REQUESTED BY: Jeremiah Cantu

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jeremiah Cantu		Brian Buss	01/24/25	50.0% Due Upon Receipt	05/15/25

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #42730 Furnish and install new 65" x 9'3", (view:5x9'; matrix:180x324) 1-sided 8MM Watchfire electronic message center. Includes OPX Ignite cloud based software and training, time/temp sensor. 5-year parts warranty from Watchfire and 1-year labor warranty from Nagle. Customer to verify proper electrical is ran to sign. Sign max electrical draw is 32 Amps/120V. Dispose of existing cabinets and Daktronics display. Applicable city permit is extra, at cost.	\$34,234.05	\$34,234.05
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TOTAL PROPOSAL AMOUNT			----- \$34,778.57
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			

PLEASE PAY THIS DEPOSIT AMOUNT:	<b>\$17,389.29</b>
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