



9111 Jollyville Rd, Suite 107
 Austin, TX 78759
 Tel: (800) 455-1955 / (512) 527-9339
 Fax: (512) 343-9211
 www.adsled.com

Client: Franklin Memorial Church – 1/1/07

S H I P	Client Name (ship address) (ship address) Tel: Fax: Email:
----------------------------	---

Purchase Agreement

Scope of Work	Price	Qty	Total
Double-sided Trulmage Model# s221-5 LED Sign System <i>One Complete Unit Ready-To-Install includes:</i> UL Approved Internally Illuminated ID Cabinet GE solargrade panned faces with subsurface 3M vinyl graphics Trulmage Model# 221-5 Outdoor LED Displays Open Pixel / 256 shades of RED Color 16 x 128 matrix / 125° viewing angle Vendor ID Secure Wireless transmission PC Messaging Software and Temperature probe Double Pole stub out			\$\$\$\$
6' Pole Cover Package Double poles with pole cover and base plate with mounting pattern, footer drawing & anchor bolts			\$\$\$\$
Warranty & Support 5 yr Warranty / 90 day labor / Unlimited 24 hr Tech Support Basic Content Management			
Freight (Delivery by appt.)			\$\$\$\$
Installation* and On-Site Training (includes footer, securing permit, and installation) (Actual cost of permit applied to final invoice)			\$\$\$\$
Notes: * No electrical service to the signs shall be installed by AdsLED, Inc. Past due balances shall bear interest of 1.5% per month (18% per annum), or the maximum non-usurious rate, which ever is less. Quote valid for 30 days.	Sub-Total		\$\$\$\$
	Tax		\$\$\$\$
	Total		\$\$\$\$
	50% Deposit		\$\$\$\$
	Balance (Net 10)		\$\$\$\$

AdsLED Representative: Your Sales Person

Billing Address:

Drawing# 202344

(same as above)

AdsLED, Inc.
 AdsLED: _____
 Date: _____

Accepted:
 Buyer: _____
 Date: _____

AdsLED, INC.
TERMS AND CONDITIONS OF CONTRACT

- I. This contract contains all of the terms of the agreement between Buyer and Seller and any oral agreements or understandings not otherwise contained herein are invalid and unenforceable. Any modification to this contract shall be in writing signed by Buyer and Seller.
- II. Any and all software support services are conditioned on and are subject to payment in full of any and all sums due by Buyer under this contract whether to Buyer or to Third party end user of the products sold hereunder.
- III. This contract shall be deemed entered into and performed in the State of Texas and Buyer consents to the jurisdiction of the State of Texas for purposes of enforcement of the terms hereof.
- IV. When the equipment is completed, AdsLED, Inc. (here after referred to as AdsLED) will notify the Customer of such. If the Customer cannot or will not accept delivery and/or Installation of the sign within fifteen (15) days from the date of the notice of completion, AdsLED shall still be entitled to invoice and receive payment for the balance due and owing to AdsLED pursuant to this Agreement. AdsLED shall not be liable for delay due to causes beyond its reasonable control, such as, but not limited to, acts of God, vandalism, accident, acts of circumstances of the Customer, acts of civil or military authorities, fires, strikes, floods, riots, delays in transportation and liability due to causes beyond its reasonable control to obtain the necessary labor, materials or paint facilities.
- V. The customer authorizes AdsLED, its agents, servants, and employees to erect or attach a display or displays and electrical equipment and necessary structures on the building or property specified in this agreement. The customer agrees to defend, indemnify and hold harmless AdsLED, its agents, servants or employees from any charge, claim or cause of action for damages arising out or said attachment or erection whether or not AdsLED, its agents, servants or employees have acted in a negligent or unworkmanlike manner.
- VI. Prices quoted are based on current material and labor costs, but are guaranteed for thirty (30) days from the date of quotation.
- VII. This is a non-cancelable contract and cannot be terminated or cancelled except as expressly provided herein.
- VIII. Contracts contingent upon sign permit approval must seek application for permit or variance within fifteen days of contract date. Proof of denial must be provided.
- IX. The rights and interest of the Customer hereunder shall not be transferable or assignable through operation of law or otherwise, except with the prior written consent of AdsLED. Upon transfer or assignment, whether authorized by AdsLED or not, Customer will remain primarily liable for all payments required pursuant to the terms of the Agreement. AdsLED shall be entitled to assign the unpaid balance of the Agreement herein provided to be paid, without notice to Customer, and Customer, upon written notice from assignees to do so, shall be obligated to pay

AdsLED, Inc.
AdsLED: _____
Date: _____

Client: Franklin Memorial Church

- said balance and any other monies due or owing under this Agreement when and as due to said assignee. Such assignment shall operate to release and discharge AdsLED's obligation to carry out all of the agreements herein provided for on part of AdsLED, to be carried out and performed.
- X. All measurements listed on the contract are approximate.
 - XI. Until such time as the contract price and extras, if any, are paid in full, the Customer grants AdsLED a security interest in the items which are previously described and are the subject matter of this Agreement, in the event that the Customer defaults prompt payment of the contract price in accordance with the terms herein set forth or in the due performance of, or compliance with, any of the terms, conditions or provisions hereof, or that a proceeding in bankruptcy, assignment for the benefit of creditors, insolvency, receivership or reorganization be instituted by or against the Customer or the Customers property or the business of Customers is in any way liquidated or that AdsLED deems itself insecure or said property or any part thereof is in danger of loss, misuse, seizure or confiscation, all indebtedness then owing by the Customer to AdsLED shall at AdsLED's option, without notice, become due and payable at once, together with reasonable attorney's fees if said indebtedness is placed with an attorney for collection, and AdsLED or any sheriff or other officer of the law may take immediate possession of said property, including any attachment thereto, without demand or further notice and without legal process. For this purpose and in furtherance thereof, the Customer shall, if AdsLED so requests, assemble said property and make it available to AdsLED at a reasonably convenient place designated by AdsLED. AdsLED shall have the right and the Customer does hereby authorize and empower AdsLED to enter the premises wherever said property may be and remove the same. In the event of repossession, AdsLED may retain attorney's fees, costs and charges for pursuing, searching for, removing, taking, keeping, storing, advertising, preparing for sale and selling such property and the amount unpaid on any obligation secured hereunder and AdsLED shall have such other rights and remedies as provided and permitted by law. This agreement may serve as and be recorded as a financing statement under the Uniform Commercial Code. By this agreement, the Customer hereby also grants AdsLED a limited power of attorney for the purpose of signing and filing any and all necessary documents for the purpose of obtaining and perfecting a security interest in the property which is the subject matter of the Agreement. This Contract shall not be binding upon AdsLED until accepted and signed by a duly authorized officer thereof.
 - XII. Customer grants to AdsLED permission to reproduce copies of renderings, licenses, photographs and videotapes of the Customers displays for use in, but not limited to AdsLED portfolios, brochures, videotapes, or other AdsLED advertising.

Accepted:
Buyer: _____
Date: _____