

**CITY OF LEXINGTON  
WORKSHOP AGENDA  
Thursday, January 18, 2024  
Immediately following Council meeting  
City Hall**

**1. Call to Order:** Mayor Grote

**2. Roll Call:** DeVries – Harris – Winge - Benson

**3. Discussion Items:**

A. Discuss City Hall Signage Renderings and Quotes

**pp. 1-22**

**4. Staff Input**

**5. Council Input**

**6. Adjourn**

To: Lexington City Council  
From: Bill Petracek, City Administrator  
Date: January 11, 2024  
Re: Proposed City Hall Sign

---



We solicited proposals from three (3) different sign companies and received two proposals:

**Proposal #1 – Electro signs – Blaine, MN – sign rendering included**

**Option #1**

Single sided Hyoco Electronic Sign - \$9,450	
<u>Project Price</u>	<u>\$15,560 + electrical</u>
<b>Total</b>	<b>\$25,010</b>

**Option #2**

Double sided Hyoco Electronic Sign - \$15,900	
<u>Project Price</u>	<u>\$18,095 + electrical</u>
<b>Total</b>	<b>\$33,995</b>

**Proposal #2 – Albrecht Sign Company – Fridley, MN. – sign rendering included.**

**Option #1 –**

Single sided option with LED Display - \$49,110

**Option #2**

Double sided option with LED Display - \$57,185



# Proposal

8835 Research Dr, Irvine, CA 92618

Toll Free: (888) 860-2249

Tel: 949-421-0899

Fax: 949-356-1966

**Quote#** 72283

**Company:** City of Lexington  
**Contact:** Mary Vinzant  
**Address:** 9180 Lexington Ave.  
**City:** Lexington  
**State:** Minnesota  
**Country:** USA  
**Phone:** 763-784-2792

**Zip:** 55014  
**Fax:**

**Sales Rep:** Brian Kornuth  
**Prepared By:** HYOCOINC\alee  
**Date:** 12/4/2023  
**Valid For:** Days

**Terms:** See Notes  
**Shipping Method:** Truck  
**Project Name:** City of Lexington

**Lead Time:** 8 Weeks  
**FOB:** Los Angeles, CA  
**Ship To:** 55014

Item Description	Qty	Extended Price
* QPCB15T-R1G1B1-M	1	\$12,150.00

Product Type: PC Board 15.9mm - FULL Color - 60 x 140

Matrix: 60 X 140

Virtual Matrix (if Applicable):

Pitch: 15.9 mm

# of Faces: 1 Single Face(s) (Master)

Character Size: 4.38 inches

Technology: PC BOARD

Estimate Cabinet Size: 3' 5 1/2" x 7' 6" x 4"

Display Area: 3' 1 9/16" x 7' 3 10/16"

# of LEDs: Red - 1 Green - 1 Blue - 1 Amber - 0 White - 0

Maintenance Door: - Front

Warranty: Hyoco 5 Year Limited Parts Warranty

Software: Included

## Display Capabilities:

Color: RGB - FULL COLOR

# of Characters per Line: 23

# of Lines: 7.5

Viewing Angle: 160 Degrees Horizontal

## Electrical Capabilities:

AC Power: 110 Volts

Brightness(Nits): >= 13500

Power Consumption (Watts/Face): Average - 470.4

Minimum - 121

Maximum - 1344

Power Consumption (AMPS/Face): Average - 4.3

Minimum - 1.1

Maximum - 12.2

**Controller:** Controller, Internal RGB Elite

1

**Comm kit:** Wireless Ethernet w/ Hyoco 5 Year Limited Parts Warranty

2

**Cable:**

0

**Service Plan:**

0

**Other Components:**

Additional Accessories/Parts	Qty	Extended Price
------------------------------	-----	----------------

Price does not include tax, permit, installation, structure, electrical or onsite support. Shipping charge is for reference only. Lead time starts from the date the deposit is received. Cabinet size is based on estimate; for accurate cabinet size, please request shop drawing from your account representative. Warranty will not cover damages caused by insufficient airflow to the displays. Wireless ethernet and/or RF modem require straight line of site within the range allowed. Level of performance affected by surrounding wireless interference, is not subject to Hyoco's contractual obligation. It is at the buyer, the sign company's discretion to select the proper communication for specific job sites.

**Subtotal:** \$12,150.00

**Ship/Handling:** \$0.00

**Discount:** \$2,700.00

**Grand Total:** \$9,450.00

## Remarks:

- Terms: \$3,000 initial investment, Balance by approved lease company OR Full Payment Before Ship.
- Ship to: Electro Signs and Design
- Shipping included in grand total.



**TERMS AND CONDITIONS OF SALE**  
**EXHIBIT A**

In accordance with the usage of trade, assent to the terms and conditions set forth below shall be conclusively presumed from acceptance of all or any part of the sign(s) ordered. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein.

**PAYMENT.** Unless stated differently on the face of the invoice, terms are net thirty (30) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to Electro Sign and Design in satisfaction of any claims asserted against Electro Sign and Design by customer. Electro Sign and Design may at its sole discretion alter or suspend credit.

**TITLE AND OWNERSHIP.** The sale of the sign to customer constitutes a cash sale and title to and ownership of the sign purchased under this agreement shall pass to customer upon Electro Sign and Design's receipt of payment in full for the sign. Electro Sign and Design shall retain all right, title and interest in the sign until customer's cash payment is received or its check honored, despite Electro Sign and Design's delivery and customer's possession of the sign. All artwork or designs that are created by Electro Sign and Design shall continue to be owned by Electro Sign and Design and customer may not use the artwork or designs without Electro Sign and Design's written permission. Without limiting the generality of the foregoing, customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

**REMEDIES.** If Electro Sign and Design determines, in its sole discretion, that customer is in default under any of its obligations under this agreement, Electro Sign and Design, with or without notice to customer, shall have the right to use and customer hereby consents to the use of any of the following remedies, concurrently or separately, without election of remedies being deemed to have been made: (a) Electro Sign and Design may enter upon customer's premises and without any court order or other process of law may repossess and remove the sign, with or without notice to customer; customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; customer further expressly consents to Electro Sign and Design's entry of the premises; (b) Electro Sign and Design may require customer to return the sign in good repair, by delivering the sign packed and ready for shipment, to such place as Electro Sign and Design may specify; (c) Electro Sign and Design may cancel or terminate this agreement and may retain any and all prior payments made by customer; (d) Electro Sign and Design may declare all sums due and to become due under this agreement immediately due and payable, without notice or demand to customer; (e) if the sign is permanently affixed to real property, customer acknowledges and agrees that the sign shall constitute a lienable permanent improvement and Electro Sign and Design may file a mechanic's lien on the improved real property for labor and material provided; or (f) Electro Sign and Design may pursue any other remedy available at law, by statute or equity. No single or partial exercise by Electro Sign and Design or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If Electro Sign and Design hires an attorney who is not a salaried employee to collect what is owed under this agreement or to regain possession of the sign, customer agrees to pay Electro Sign and Design's reasonable attorneys' fees and costs incurred therein.

**CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** If Customer has entered into this agreement as a business entity and not as an individual, customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that customer breaches this warranty, the individual who has executed this agreement shall be solely liable to Electro Sign and Design for all of customer's obligations hereunder.

**ELECTRO SIGN AND DESIGN WARRANTIES.** Electro Sign and Design agrees to warrant all sign(s) in accordance with the terms of its standard warranty for each sign, as modified from time to time in Electro Sign and Design's sole discretion. Electro Sign and Design's sole obligation to customer shall be limited to the repair or replacement of the sign, at Electro Sign and Design's option, of defective products returned to seller at the sole expense of buyer or initial retail purchaser. THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ELECTRO SIGN AND DESIGN LIABILITY.** In no event shall Electro Sign and Design's liability for breach under this agreement exceed the amount of the invoice price of the sign sold or the services provided. Electro Sign and Design shall not have any obligation or liability to customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by customer (including any expenses incident thereto), arising out of or related to these terms and conditions. The "consequential damages" shall be deemed to include the following: loss of use, revenue, income, or anticipated profits; loss of sign, materials or property handled or processed with the use of the sign; and damage to, loss or destruction of property.

**EFFECT OF AGREEMENT.** All rights of Electro Sign and Design shall inure to the benefit of its successors and assigns, and all obligations of customer shall bind customer's heirs, legal representatives, successors and assigns. If there is more than one customer, obligations of such customers shall be joint and several.

**MISCELLANEOUS.** If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by Electro Sign and Design of breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : \_\_\_\_\_



- Electro is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.

- **Terms: 50% down; balance due upon completion.**

*I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Electro Sign and Design, LLC. to perform the work as specified. I have read and accept the terms and conditions page (Exhibit A).*

Authorized signature from Electro Sign and Design:

*Kate Vinnik*

Note: This proposal may be withdrawn by Electro Sign and Design, LLC. if not accepted in 30 days from proposal date listed above.

Authorized signature from Customer:

Customer signature

Date accepted



9990 Goodhue Street NE,  
Blaine, MN 55449  
(763) 785-7968

*Project: City of Lexington MN Fabricate  
and Install New Monument Sign*

*Proposal Date: 12/05/2023*

*Proposal To: Mary Vinzant*

*Salesperson: Brian Kornuth*

*Phone: (763) 784-2792*

*Job Address: 9180 Lexington Ave.  
Lexington MN 55014*

*Email: mary.vinzant@cityoflexington.org*

*Billing Address: 9180 Lexington Ave.  
Lexington MN 55014*

Electro Sign and Design, LLC. Proposes to furnish all labor and material as needed to complete the following scope of work:

- Exterior Monument Sign \*Single Sided
- Removal / Disposal \*Existing Cabinet
- Fabricate / Install
- 94" x 94" Sign
- 28" x 94" Illuminated Cabinet
- 3'5" x 7'6" 15mm Full Color Electronic Message Centers \*Supplied By Customer  
Integrated Into Sign Cabinet
- 24" x 94" Pole Shroud

Project Price: \$15,560.00 + Electrical

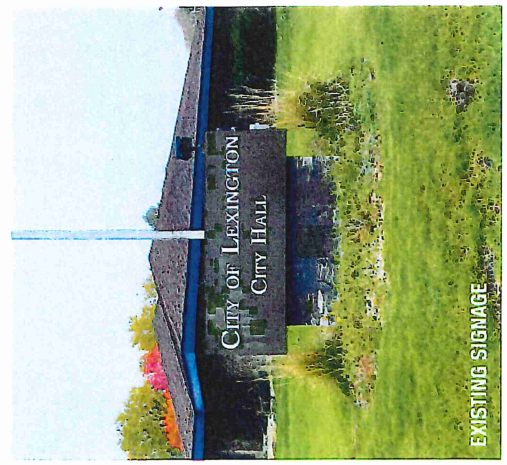
- The quote is valid for 30 days

Notes:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price.
- Permit application will be submitted upon receipt of signed proposal & down payment.
- Production of project will begin after all permit(s) are approved from the city officials.
- Bid does not include final primary electrical connection unless otherwise noted.
- No private locates included unless otherwise noted.
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included unless otherwise noted, all work is to be performed on straight time, regular hours.



**Front View Schematic**



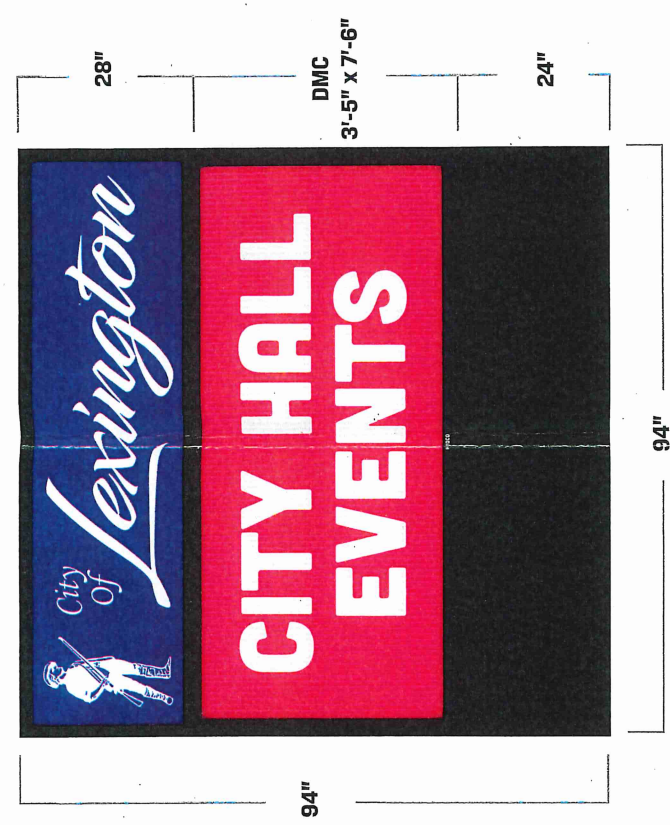
EXISTING SIGNAGE



PROPOSED SIGNAGE



**Design**



Remove And Dispose Of Existing Sign.  
Fabricate And Install A New Monument



**Color Key:**



Pantone  
Reflex Blue

- TOP PANEL**
- (1) Flat Polycarbonate Panels
  - Vinyl Graphics Applied First Surface
  - Black 2" Retainers & Black Cabinet
- DIGITAL MESSAGE CENTER**
- (1) HYOCO boards 15mm
  - Full Color
- BASE**
- Metal
- MONUMENT**
- Single Sided

**Sign off**

Client Approval Required

Approve ☐

Change ☐

YOU MUST SIGN AND DATE BEFORE PRE-PRODUCTION RELEASES TO PRODUCTION

**REVIEW CAREFULLY, THIS REFLECTS FINISHED PRODUCT**

Please Approve, sign and return by:

If approval or missing information is not received by due date, the production schedule for your order may change which will affect your ship date.

**Prepared For:**  
City Of Lexington

**Project Name/#**  
Monument  
Single Sided

**Sales Rep**  
Brian Kornuth

**Rendering #**  
1

**PRODUCTION QUESTIONS? PLEASE CONTACT YOUR SALES REPRESENTATIVE**

**ELECTRO SIGNS**

**763.785.7968**  
ElectroSignDesign.com

**DESIGN • MANUFACTURE • INSTALL • REPAIR interior & exterior signage**  
9990 Goodhue St NE • Blaine, MN 55449 • (Office) 763.785.7968 • ElectroSignDesign.com

This is an original unpublished design, created by Electro Signs and Design, LLC. It is submitted for your personal use in connection with the project being planned for you by Electro Signs and Design, LLC. It is not to be shown to anyone outside of your organization, nor is it to be used, reproduced, copied, or exhibited in any fashion without the written permission of Electro Signs and Design, LLC. All or any part of this design (except registered trademarks) remain the property of Electro Signs and Design, LLC. An Artwork Design fee of \$4,000.00 will be assessed for this Project. If used without permission from Electro Signs and Design, LLC.





9990 Goodhue Street NE,  
Blaine, MN 55449  
(763) 785-7968

*Project: City of Lexington MN Fabricate  
and Install New Monument Sign*

*Proposal Date: 12/05/2023*

*Proposal To: Mary Vinzant*

*Salesperson: Brian Kornuth*

*Phone: (763) 784-2792*

*Job Address: 9180 Lexington Ave.  
Lexington MN 55014*

*Email: mary.vinzant@cityoflexington.org*

*Billing Address: 9180 Lexington Ave.  
Lexington MN 55014*

Electro Sign and Design, LLC. Proposes to furnish all labor and material as needed to complete the following scope of work:

- Exterior Monument Sign \*Double Sided
- Removal / Disposal \*Existing Cabinet
- Fabricate / Install
- 94" x 94" Sign
- 28" x 94" Illuminated Cabinet
- 3'5" x 7'6" 15mm Full Color Electronic Message Centers \*Supplied By Customer  
Integrated Into Sign Cabinet
- 24" x 94" Pole Shroud

Project Price: \$18,095.00 + Electrical

- The quote is valid for 30 days

Notes:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price.
- Permit application will be submitted upon receipt of signed proposal & down payment.
- Production of project will begin after all permit(s) are approved from the city officials.
- Bid does not include final primary electrical connection unless otherwise noted.
- No private locates included unless otherwise noted.
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included unless otherwise noted, all work is to be performed on straight time, regular hours.

- Electro is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.

- **Terms: 50% down; balance due upon completion.**

*I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Electro Sign and Design, LLC. to perform the work as specified. I have read and accept the terms and conditions page (Exhibit A).*

Authorized signature from Electro Sign and Design:

*Kate Vinnik*

Note: This proposal may be withdrawn by Electro Sign and Design, LLC. if not accepted in 30 days from proposal date listed above.

Authorized signature from Customer:

Customer signature

Date accepted

**TERMS AND CONDITIONS OF SALE  
EXHIBIT A**

In accordance with the usage of trade, assent to the terms and conditions set forth below shall be conclusively presumed from acceptance of all or any part of the sign(s) ordered. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein.

**PAYMENT.** Unless stated differently on the face of the invoice, terms are net thirty (30) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to Electro Sign and Design in satisfaction of any claims asserted against Electro Sign and Design by customer. Electro Sign and Design may at its sole discretion alter or suspend credit.

**TITLE AND OWNERSHIP.** The sale of the sign to customer constitutes a cash sale and title to and ownership of the sign purchased under this agreement shall pass to customer upon Electro Sign and Design's receipt of payment in full for the sign. Electro Sign and Design shall retain all right, title and interest in the sign until customer's cash payment is received or its check honored, despite Electro Sign and Design's delivery and customer's possession of the sign. All artwork or designs that are created by Electro Sign and Design shall continue to be owned by Electro Sign and Design and customer may not use the artwork or designs without Electro Sign and Design's written permission. Without limiting the generality of the foregoing, customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

**REMEDIES.** If Electro Sign and Design determines, in its sole discretion, that customer is in default under any of its obligations under this agreement, Electro Sign and Design, with or without notice to customer, shall have the right to use and customer hereby consents to the use of any of the following remedies, concurrently or separately, without election of remedies being deemed to have been made: (a) Electro Sign and Design may enter upon customer's premises and without any court order or other process of law may repossess and remove the sign, with or without notice to customer; customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; customer further expressly consents to Electro Sign and Design's entry of the premises; (b) Electro Sign and Design may require customer to return the sign in good repair, by delivering the sign packed and ready for shipment, to such place as Electro Sign and Design may specify; (c) Electro Sign and Design may cancel or terminate this agreement and may retain any and all prior payments made by customer; (d) Electro Sign and Design may declare all sums due and to become due under this agreement immediately due and payable, without notice or demand to customer; (e) if the sign is permanently affixed to real property, customer acknowledges and agrees that the sign shall constitute a lienable permanent improvement and Electro Sign and Design may file a mechanic's lien on the improved real property for labor and material provided ; or (f) Electro Sign and Design may pursue any other remedy available at law, by statute or equity. No single or partial exercise by Electro Sign and Design or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If Electro Sign and Design hires an attorney who is not a salaried employee to collect what is owed under this agreement or to regain possession of the sign, customer agrees to pay Electro Sign and Design's reasonable attorneys' fees and costs incurred therein.

**CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** If Customer has entered into this agreement as a business entity and not as an individual, customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that customer breaches this warranty, the individual who has executed this agreement shall be solely liable to Electro Sign and Design for all of customer's obligations hereunder.

**ELECTRO SIGN AND DESIGN WARRANTIES.** Electro Sign and Design agrees to warrant all sign(s) in accordance with the terms of its standard warranty for each sign, as modified from time to time in Electro Sign and Design's sole discretion. Electro Sign and Design's sole obligation to customer shall be limited to the repair or replacement of the sign, at Electro Sign and Design's option, of defective products returned to seller at the sole expense of buyer or initial retail purchaser. **THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**ELECTRO SIGN AND DESIGN LIABILITY.** In no event shall Electro Sign and Design's liability for breach under this agreement exceed the amount of the invoice price of the sign sold or the services provided. Electro Sign and Design shall not have any obligation or liability to customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by customer (including any expenses incident thereto), arising out of or related to these terms and conditions. The "consequential damages" shall be deemed to include the following: loss of use, revenue, income, or anticipated profits; loss of sign, materials or property handled or processed with the use of the sign; and damage to, loss or destruction of property.

**EFFECT OF AGREEMENT.** All rights of Electro Sign and Design shall inure to the benefit of its successors and assigns, and all obligations of customer shall bind customer's heirs, legal representatives, successors and assigns. If there is more than one customer, obligations of such customers shall be joint and several.

**MISCELLANEOUS.** If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by Electro Sign and Design of breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : \_\_\_\_\_





# Proposal

8835 Research Dr, Irvine, CA 92618

Toll Free: (888) 860-2249

Tel: 949-421-0899

Fax: 949-356-1966

**Quote#** 72277

**Company:** City of Lexington  
**Contact:** Mary Vinzant  
**Address:** 9180 Lexington Ave.  
**City:** Lexington  
**State:** Minnesota  
**Country:** USA  
**Phone:** 763-784-2792

**Zip:** 55014  
**Fax:**

**Sales Rep:** Brian Kornuth  
**Prepared By:** HYOCOINCalee  
**Date:** 12/1/2023  
**Valid For:** Days

**Terms:** See Notes  
**Shipping Method:** Truck  
**Project Name:** City of Lexington

**Lead Time:** 8 Weeks  
**FOB:** Los Angeles, CA  
**Ship To:** 55449

Item Description	Qty	Extended Price
* QPCB15T-R1G1B1-MS	1	\$19,600.00

Product Type: PC Board 15.9mm - FULL Color - 60 x 140

Matrix: 60 X 140

Virtual Matrix (if Applicable):

Pitch: 15.9 mm

# of Faces: 2 Single Face(s) (Master/Slave)

Character Size: 4.38 inches

Technology: PC BOARD

Estimate Cabinet Size: 3' 5 1/2" x 7' 6" x 4"

Display Area: 3' 1 9/16" x 7' 3 10/16"

# of LEDs: Red - 1 Green - 1 Blue - 1 Amber - 0 White - 0

Maintenance Door: - Front

Warranty: Hyoco 5 Year Limited Parts Warranty

Software: Included

## Display Capabilities:

Color: RGB - FULL COLOR

# of Characters per Line: 23

# of Lines: 7.5

Viewing Angle: 160 Degrees Horizontal

## Electrical Capabilities:

AC Power: 110 Volts

Brightness(Nits): >= 13500

Power Consumption (Watts/Face): Average - 470.4

Minimum - 121 Maximum - 1344

Power Consumption (AMPS/Face): Average - 4.3

Minimum - 1.1 Maximum - 12.2

<b>Controller:</b> Controller, Internal RGB Elite	1
<b>Comm kit:</b> Wireless Ethernet w/ Hyoco 5 Year Limited Parts Warranty	2
<b>Cable:</b>	0
<b>Service Plan:</b>	0
<b>Other Components:</b>	

Additional Accessories/Parts	Qty	Extended Price
------------------------------	-----	----------------

Price does not include tax, permit, installation, structure, electrical or onsite support. Shipping charge is for reference only. Lead time starts from the date the deposit is received. Cabinet size is based on estimate; for accurate cabinet size, please request shop drawing from your account representative. Warranty will not cover damages caused by insufficient airflow to the displays. Wireless ethernet and/or RF modem require straight line of site within the range allowed. Level of performance affected by surrounding wireless interference, is not subject to Hyoco's contractual obligation. It is at the buyer, the sign company's discretion to select the proper communication for specific job sites.

<b>Subtotal:</b>	<b>\$19,600.00</b>
<b>Ship/Handling:</b>	<b>\$0.00</b>
<b>Discount:</b>	<b>\$3,700.00</b>
<b>Grand Total:</b>	<b>\$15,900.00</b>

**Remarks:**

- Terms: \$4,000 initial investment, Balance by approved lease company OR Full Payment Before Ship.
- Ship to: Electro Signs and Design
- Shipping included in grand total.

# Front View Schematic



## Design



## Color Key:



*Handwritten note:*  
 need 15 Amp on both sides

- (2) Flat Polycarbonate Panels
- Vinyl Graphics Applied First Surface
- Black 2" Retainers & Black Cabinet

### DIGITAL MESSAGE CENTER

- (2) HYDRO boards 15mm
- Full Color

### BASE

- Metal

### MONUMENT

- Double Sided

**Sign off**  
 YOU MUST SIGN AND DATE BEFORE PRE-PRODUCTION RELEASES TO PRODUCTION

Client Approval Required

Approve ☐ Change ☐

Color ☐ Spelling ☐ Size ☐

**REVIEW CAREFULLY, THIS REFLECTS FINISHED PRODUCT**

Please Approve, sign and return by: \_\_\_\_\_

If approval or missing information is not received by due date, the production schedule for your order may change which will affect your ship date.

**PRODUCTION QUESTIONS? PLEASE CONTACT YOUR SALES REPRESENTATIVE**

**Prepared For:**  
 City Of Lexington

**Project Name/#**  
 Monument  
 Double Sided

**Sales Rep**  
 Brian Kornuth

**Rendering #**  
 1

**763.785.7968**  
 ElectroSignDesign.com

**ELECTRO SIGNS**

**DESIGN • MANUFACTURE • INSTALL • REPAIR interior & exterior signage**  
 9990 Goodhue St NE • Blaine, MN 55449 • (Office) 763.785.7968 • ElectroSignDesign.com

This is an original unpublished design, created by Electro Signs and Design, LLC. It is submitted for your personal use in connection with the project being planned for you by Electro Signs and Design, LLC. It is not to be shown to anyone outside of your organization, nor is it to be used, reproduced, copied, or exhibited in any fashion without the written permission of Electro Signs and Design, LLC. All or any part of this design (except registered trademarks) remain the property of Electro Signs and Design, LLC. An Airwork Design fee of \$1,000.00 will be assessed for the design of this sign. All rights reserved. Electro Signs and Design, LLC



ALBRECHT SIGN COMPANY  
ENHANCE YOUR IMAGE

Signage Design Rev(0)  
August 25th, 2023

7775 MAIN STREET NE, FRIDLEY, MN 55432 | P 763.754.2899 | F 763.767.7316 | WWW.ALBRECHTSIGNCOMPANY.COM





## Albrecht Sign Company

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

**Quote No: 17231**

**Monday, September 18, 2023**

Page: 1

**Bill To:**

**City of Lexington**

9180 Lexington Avenue  
Lexington, MN 55014  
Phone: 763-784-2792  
Fax: 763-785-8951

**Ship To: City of Lexington**

**City of Lexington**

9180 Lexington Avenue  
Lexington, MN 55014  
Phone: 763-784-2792  
Fax: 763-785-8951

Payment Terms: 50% DOWN, NET 10

FULL SCOPE OF WORK - OPTION 1

SINGLE SIDED OPTION W/ LED DISPLAY \$49,110.00

FULL SCOPE OF WORK - OPTION 2

DOUBLE SIDED OPTION W/ LED DISPLAY \$57,185.00

**SIGNS ARE QUOTED FOR THAWED GROUND CONDITIONS ONLY (APRIL 15TH - NOV 1ST) WINTER  
RATES CAN BE INCLUDED BASED ON REQUEST**



DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.  
Minneapolis, MN 55425  
P: 763.254.3889 | F: 763.787.2516  
www.albrechtSignCompany.com

**Client:**  
City of Lexington

**Client Address:**  
9180 Lexington Ave NE,  
Circle Pines, MN 55014

**Start Date:** 8/24/2023  
**Last Revision Date:** N/A  
**Job Number:** N/A  
**Drawing Revision:** N/A  
**Sales Representative:** CJ  
**Designer:** RD

Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval  
X

LED Module	Power Supply
Type	Type
Units	Units



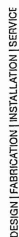
Copyright 2023, by Albrecht Sign Company, Inc. All designs presented are the sole property of Albrecht Sign Company, Inc., and may not be reproduced in part or whole without written permission. Colors in this drawing are for representation purposes only and may differ from finished product. Physical color samples can be provided upon request.



S/F Option  
Scale: 1/4" = 1'







7775 Main St. N.E.,  
Fridley, MN 55432  
P: 763.754.2899 | F: 763.767.7316  
[www.AlbrechtSignCompany.com](http://www.AlbrechtSignCompany.com)

**Client:**

City of Lexington

**Client Address:**

9180 Lexington Ave NE,  
Circle Pines, MN 55014

Start Date: 8/24/2023  
Last Revision Date: N/A  
Job Number: N/A  
Drawing Revision: N/A  
Sales Representative: CJ  
Designer: RD

Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval

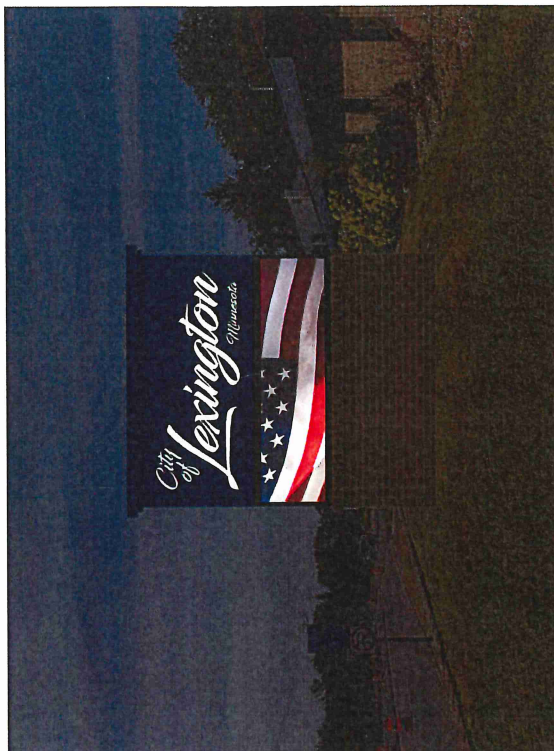


LED Module		Power Supply	
Type		Type	
Units		Units	



This sign is intended to be installed in accordance with the requirements of Article 603 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the sign must comply with Article 603 of the National Electrical Code.

Copyright 2023, by Albrecht Sign Company, Inc. All designs presented are the sole property of Albrecht Sign Company Inc., and may not be reproduced in part or whole without written permission from Albrecht Sign Company Inc. Photo renderings are not to scale. Colors in this drawing are for representation purposes only and may differ from finished product. Physical color samples can be provided upon request.



**D/F Option**  
Scale: 1/4" = 1'





DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.  
Fridley, MN 55432  
P: 763.751.2889 | F: 763.767.7316  
www.AlbrechtSignCompany.com

**Client:**  
City of Lexington

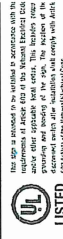
**Client Address:**  
9180 Lexington Ave NE,  
Circle Pines, MN 55014

**Start Date:** 8/24/2023  
**Last Revision Date:** N/A  
**Job Number:** N/A  
**Drawing Revision:** N/A  
**Sales Representative:** CJ  
**Designer:** RD

Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

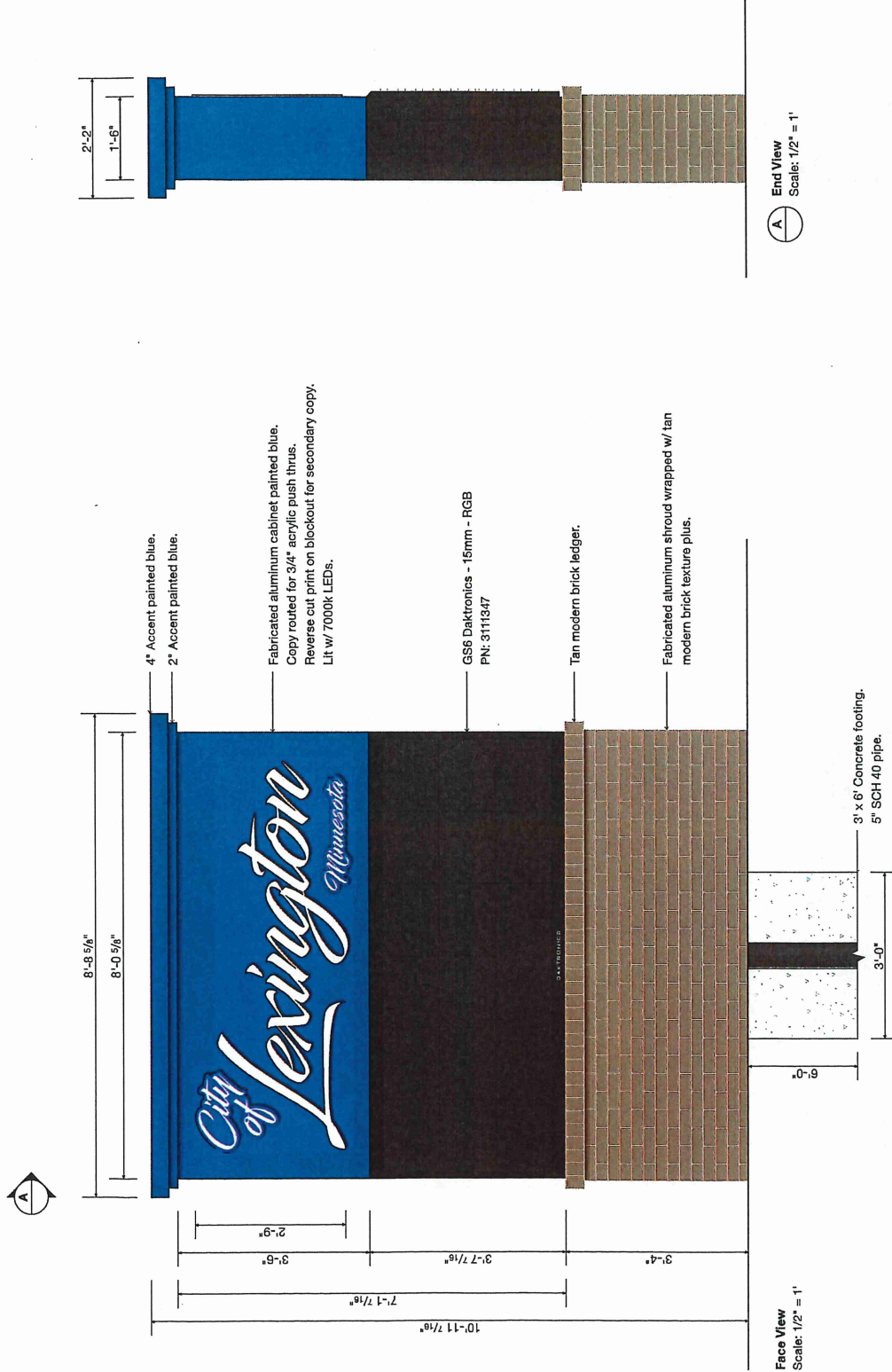
**Customer Signature of Approval**  
X

LED Module	Power Supply
Type	Type
Units	Units



This sign is intended to be installed in accordance with the requirements of Article 610 of the National Electrical Code and may not be reinstalled in part or whole without written permission from Albrecht Sign Company Inc. These colorings are not to scale. Colors in this drawing are for representation purposes only and may differ from finished product. Physical color samples can be provided upon request.

Copyright 2023, by Albrecht Sign Company, Inc. All designs and drawings are the property of Albrecht Sign Company, Inc. and may not be reproduced in part or whole without written permission from Albrecht Sign Company Inc. These colorings are not to scale. Colors in this drawing are for representation purposes only and may differ from finished product. Physical color samples can be provided upon request.



Color:	Black	Blue 6105 C	CMYK	N/A	N/A	N/A	N/A	N/A	ST-100-Option 1
Paint Finish:	MP Black	6105 C	N/A	N/A	N/A	N/A	N/A	N/A	Monument
Vinyl:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Quantity: 1
Digital Print:	N/A	N/A	Blockout - Luster	N/A	N/A	N/A	N/A	N/A	Square Ft: 57.3
Other:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Single Face: <input checked="" type="checkbox"/> Illuminated: <input checked="" type="checkbox"/>
									Double Face: <input type="checkbox"/> Non-Illuminated: <input type="checkbox"/>



DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.  
Fridley, MN 55432  
P: 763.754.2899 | F: 763.767.7316  
www.albrechtSignCompany.com

Client:  
City of Lexington

Client Address:  
9180 Lexington Ave NE,  
Circle Pines, MN 55014

Start Date: 8/24/2023  
Last Revision Date: N/A  
Job Number: N/A  
Drawing Revision: N/A  
Sales Representative: CJ  
Designer: RD

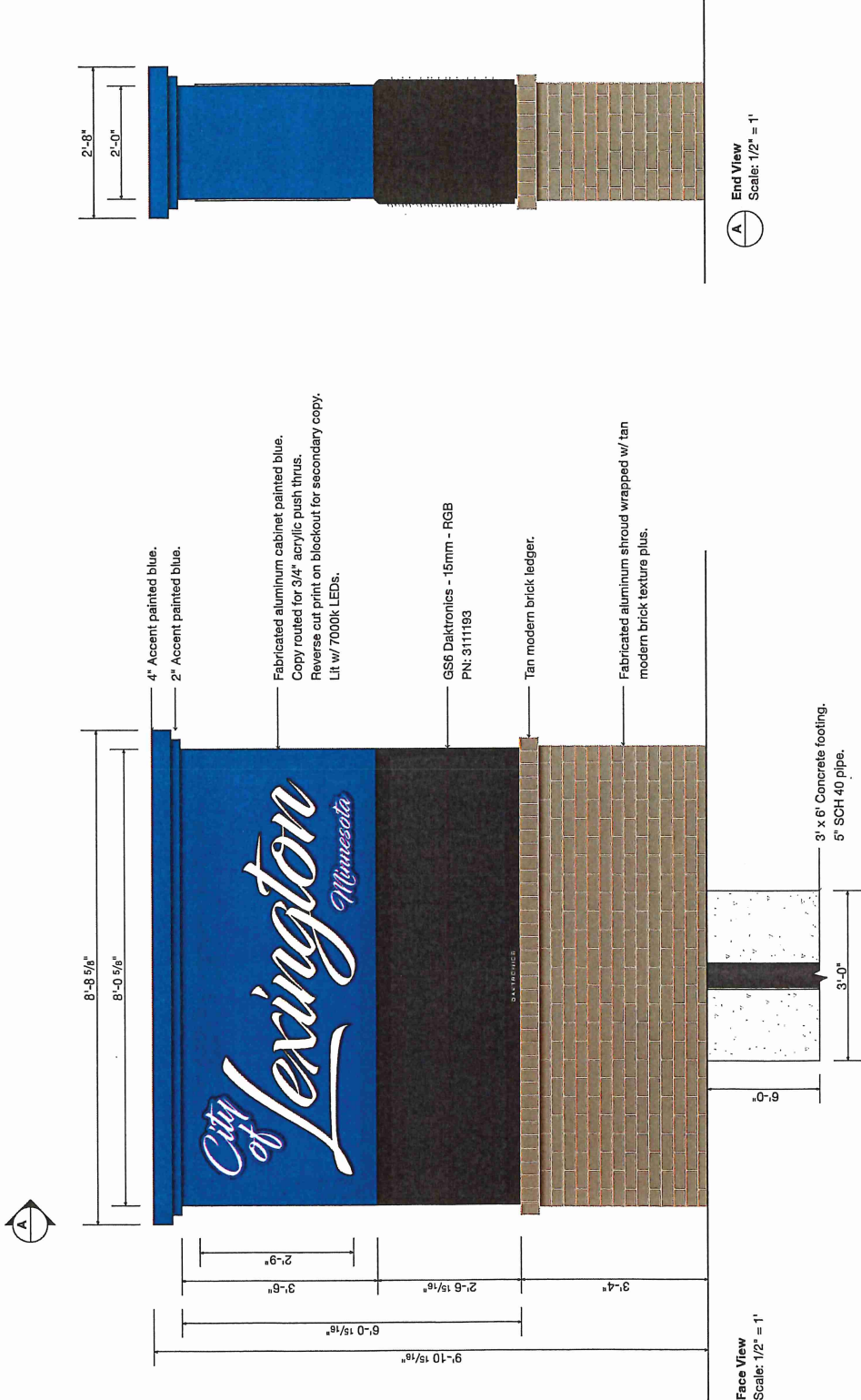
Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval  
X

LED Module	Power Supply
Type	Type
Units	Units



Copyright 2023, by Albrecht Signs Company, Inc. All design and fabrication of this sign is the property of Albrecht Signs Company, Inc. and is not to be reproduced without written permission from Albrecht Signs Company, Inc. Please note: This drawing is for informational purposes only and may differ from the actual product. Physical color samples can be provided upon request.



Color:	Black	Blue 6105 C	CMYK	N/A	N/A	N/A	N/A	N/A	N/A	ST-100, Option 2
Paint Finish:	MP Black	6105 C	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Monument
Vinyl:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Quantity: 1
Digital Print:	N/A	N/A	Blockout - Luster	N/A	N/A	N/A	N/A	N/A	N/A	Square Ft: 45.9
Other:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Single Face: <input type="checkbox"/> Illuminated: <input checked="" type="checkbox"/>
										Double Face: <input type="checkbox"/> Non-Illuminated: <input type="checkbox"/>



## Albrecht Sign Company

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

Quote No: **17231**

Monday, September 18, 2023

Page: 2

Line: **1**

Sign Type : **MONUMENT SIGN**

Part ID: D/F, LIT W/ EMC

OPTION 1

S/F LIT MONUMENT - W/ TEXTURE PLUS 1  
OVERALL 131" X 104 " X 26"  
TEXTURE CABINET ACCENTS: 40" TALL BASE X 104"  
WIDE BASE X 18" DEEP BASE  
TEXTURE PLUS COLOR - MODERN BRICK (TAN)  
MAIN BODY CABINET: 42"X 96" X 18"  
28" TALL TOPPER CABINET W/ PUSH THRU COPY  
COPY: CITY OF LEXINGTON  
COPY MATERIAL: 3/4" CLEAR ACRYLIC PUSH THRU  
COPY BACK WITH WHITE VINYL  
LETTER HEIGHT: 33"  
PAINT: CABINET : ROYAL BLUE (CLIENT BRANDED  
BLUE)  
LIGHTING: 7100 k WHITE LEDS  
SADDLE MOUNT WITH SCD - 40 - 6" POLE

DAKTRONICS MESSAGE CENTER  
FULL COLOR  
SINGLE SIDED  
15.85MM  
CELLULAR COMMUNICATIONS  
3'-8" X 8'-1"

DAKTRONICS RESOLUTION UPGRADE TO 10MM PREMIUM \*\$6975.00

Quantity U/M

Unit Price

Lead Time

Total Price

1.00 EA

41,290.00000

\$41,290.00





## Albrecht Sign Company

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

**Quote No: 17231**

**Monday, September 18, 2023**

Page: 3

Line: 2

Sign Type : **MONUMENT SIGN**

Part ID: D/F, LIT W/ EMC

OPTION 2

D/F LIT MONUMENT - W/ TEXTURE PLUS  
OVERALL 118" X 104 " X 32"  
TEXTURE CABINET ACCENTS: 40" TALL BASE X 104"  
WIDE BASE X 24" DEEP BASE  
TEXTURE PLUS COLOR - MODERN BRICK (TAN)  
DAKTRONICS CABINET: 2'-7" X 8'-1" - 15.85MM  
MAIN BODY CABINET: 42"X 120" X 24"  
28" TALL TOPPER CABINET W/ PUSH THRU COPY  
COPY: CITY OF LEXINGTON  
COPY MATERIAL: 3/4" CLEAR ACRYLIC PUSH THRU  
COPY BACK WITH WHITE VINYL  
LETTER HEIGHT:  
PAINT: CABINET: ROYAL BLUE (CLIENT BRANDED  
BLUE)  
LIGHTING: 7100 k WHITE LEDS  
SADDLE MOUNT WITH SCD - 40 - 6" POLE

DAKTRONICS MESSAGE CENTER  
FULL COLOR  
SINGLE SIDED  
15.85MM  
CELLULAR COMMUNICATIONS  
2'-11" X 8'-8"

DAKTRONICS RESOLUTION UPGRADE TO 10MM PREMIUM \*\$9100.00

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	49,365.00000		\$49,365.00

**Albrecht Sign Company**

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

**Quote No: 17231****Monday, September 18, 2023**

Page: 4

---

**Line: 3****Sign Type : INSTALL****Part ID: INSTALL**

INSTALL PACKAGE CAN BE USED FOR OPTION 1 OR 2

REMOVE EXISTING MONUMENT AT GRADE AND DISPOSE OF  
EXCAVATE FOOTING  
POUR CONCRETE  
SET POLE AND MONUMENT

ELECTRICAL ON LINE 5

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	6,595.00000		\$6,595.00

---

**Line: 4****Sign Type : SURVEY****Part ID: SURVEY**

TECHNICAL SITE SURVEY

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	285.00000		\$285.00

---

**Line: 5****Sign Type : PERMITS****Part ID: PERMIT PROCUREMENT**

\$225.00 Procurement Fee + cost of permits added to final invoice

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	225.00000		\$225.00

---

**Line: 6****Sign Type : ELECTRICAL CONNECTION****Part ID: FINAL ELECTRICAL CONNECTION**

PRIMARY ELECTRICAL CONNECTION TO EXISTING CIRCUIT PROVIDED BY CLIENT WITHIN 3' OF  
SIGN POWER SUPPLY LOCATION.

\*NO NEW CONTROLS ARE INCLUDED IN THIS PRICE. (IE. TIME CLOCK, PHOTOCEL, ETC.)

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	715.00000		\$715.00

---



## Albrecht Sign Company

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

Quote No: 17231

Monday, September 18, 2023

Page: 5

Salesperson: Chris Judd

Prices are Valid Until Tuesday, October 3, 2023

Thank you for the opportunity to bid on this project.

Unless otherwise noted in this proposal, the following conditions apply:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price and will be added to final invoice
- Permit applications will be submitted upon receipt of signed proposal, signed drawings & down payment
- Production of project will begin after all permit(s) are approved from city officials.
- Timelines previously discussed apply from date that all downpayments, signed drawings, permits and approvals have been obtained.
- Bid does not include final primary electrical connection.
- No private locates included.
- Excavation prices are assumed non-frost conditions. Additional costs may occur if footings need to be installed during frost conditions
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included, all work is to be performed on straight time, regular hours.
- ASC is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.
- ASC is not responsible for any damages to lawn, landscape or plants from use of equipment needed for sign install.
- Unless specifically stated no repairs to lawn or landscape will be provided by ASC and will be the full responsibility of the client.
- ASC reserves the right to use completion photos as marketing material unless initialed on this line \_\_\_\_\_

*I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Albrecht Sign Company to perform the work as described. I have read and accept the terms and conditions page (Exhibit A)*

Authorized signature from Customer:

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Date accepted

### GUARANTY

In consideration of our agreeing to supply the Customer identified above with supplies, materials, and/or labor, the undersigned absolutely and unconditionally guarantees the full and prompt payment to Albrecht Sign Company of any and all indebtedness, liabilities, and obligations now or hereafter existing. This is an absolute, unconditional and continuing guaranty. If Customer defaults in any payment or violates any other terms or conditions of any contract or agreement, the undersigned agrees to pay upon demand such indebtedness, liabilities, and obligations of Customer, together with any expenses and costs of collection at any time paid or incurred, including attorney's fees, whether or not in connection with a judicial proceeding, in attempting to collect such indebtedness, liabilities, and obligations and in enforcing this Guaranty.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PLEASE SIGN WITHOUT REFERENCE TO \_\_\_\_\_ Signature \_\_\_\_\_  
YOUR TITLE OR CORPORATION POSITION \_\_\_\_\_

\_\_\_\_\_  
Print name of person signing





## Albrecht Sign Company

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

Quote No: 17231

Monday, September 18, 2023

Page: 6

### TERMS AND CONDITIONS OF SALE

#### EXHIBIT A

These terms and conditions are applicable to all Goods and Services provided by Albrecht Sign Company ("ASC"). As used herein "Goods and Services" refer to the scope of the production and fabrication of the sign proposal submitted by ASC to Client. ASC requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Goods and Services, 2) authorizing ASC's presence on site, or 3) written or electronic notification for ASC to proceed with the proposal. **Issuance of a purchase order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.** The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between ASC and Client described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to ASC's terms and conditions or alternate contract format submitted by the Client as a condition for payment.

**PAYMENT:** Unless stated differently on the face of the invoice, terms are net ten (10) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to ASC in satisfaction of any claims asserted against ASC by Customer. ASC may at its sole discretion alter or suspend credit. Customer agrees to furnish ASC with the personal guarantees of the principals of Customer as ASC may request the same from time to time.

**TITLE AND OWNERSHIP:** The sale of the Sign to Customer constitutes a cash sale and title to and ownership of the Sign purchased under this Agreement shall pass to Customer upon ASC's receipt of payment in full for the Sign. ASC shall retain all right, title and interest in the Sign until Customer's cash payment is received or its check honored, despite ASC's delivery and Customer's possession of the Sign. All artwork or designs that are created by ASC shall continue to be owned by ASC and Customer may not use the artwork or designs without ASC's written permission. Without limiting the generality of the foregoing, Customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

**REMEDIES:** If ASC determines, in its sole discretion, that Customer is in default under any of its obligations under this Agreement, ASC may (a) enter upon Customer's premises and without any court order or other process of law may repossess and remove the Sign, with or without notice to Customer; Customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; Customer further expressly consents to ASC's entry of the premises; (b) ASC may require Customer to return the Sign in good repair, by delivering the Sign packed and ready for shipment, to such place as ASC may specify; (c) ASC may cancel or terminate this Agreement and may retain any and all prior payments made by Customer; (d) ASC may declare all sums due and to become due under this Agreement immediately due and payable, without notice or demand to Customer; (e) if the Sign is permanently affixed to real property, Customer acknowledges and agrees that the Sign shall constitute a lienable permanent improvement and ASC may file a mechanic's lien on the improved real property for labor and material provided; or (f) ASC may pursue any other remedy available at law, by statute or equity. No single or partial exercise by ASC or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If ASC hires an attorney who to collect what is owed under this Agreement or to regain possession of the Sign, Customer agrees to pay all ASC's attorneys' fees, costs, and expenses incurred.

**CUSTOMER'S REPRESENTATIONS AND WARRANTIES:** If Customer has entered into this agreement as a business entity and not as an individual, Customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that Customer breaches this warranty, the individual who has executed this agreement shall be solely liable to ASC for all of Customer's obligations hereunder.

**ASC'S WARRANTIES:** ASC agrees to warrant all Sign(s) in accordance with the terms of its standard warranty for each Sign, as modified from time to time in ASC's sole discretion. ASC's sole obligation to Customer shall be limited to the repair or replacement of the Sign, at ASC's option, of defective products returned to Seller at the sole expense of Buyer or initial retail purchaser. **THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**ASC LIABILITY:** In no event shall ASC's liability exceed the amount of the invoice price of the Sign sold or the services provided. ASC shall not have any obligation or liability to Customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by Customer (including any expenses incident thereto), arising out of or related to these Terms and Conditions. The "consequential damages" shall be deemed to include the following; loss of use, revenue, income, or anticipated profits; loss of Sign, materials or property handled or processed with the use of the Sign; and damage to, loss or destruction of property. Customer agrees to indemnify ASC from and against damages and costs to the extent caused by the intentional acts or negligence of the Customer, Customer's contractors and subcontractors or other third parties.

**MISCELLANEOUS:** If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by ASC of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : \_\_\_\_\_