RESOLUTION 2019-088  

AUTHORIZING A TAX INCREMENT FINANCING GRANT IN THE AMOUNT OF $21,308 TO DEKALB IRON AND METAL COMPANY, LOCATED AT 900 OAK STREET, DEKALB ILLINOIS, FOR THE REPAIR AND REPLACEMENT OF A SCREENING FENCE.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City maintains Tax Increment Financing District No. 1 ("TIF 1") pursuant to the Illinois Tax Increment Financing Allocation Act ("TIF Act"); and

WHEREAS, DeKalb Iron and Metal Company ("DIMCO" or the "Owner") is the owner of certain property located within the confines of TIF 1 located at 900 Oak Street ("the Property"), and proposes to undertake a facility improvement in the form of a chain link fence replacement at the Property ("the Project"), with total project cost not to exceed $21,308; and

WHEREAS, the City has determined that the costs of the Project are eligible for reimbursement pursuant to the TIF Act;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City of DeKalb hereby approves of a $21,308 TIF Grant for DIMCO, for use at the Property in payment of costs of the Project, subject to the following provisions:

1) Given the small scope of the requested grant, the City waives formal compliance with the requirements of the TIF incentive process except as outlined herein or as required by law. The City also waives requirement of a promissory note or mortgage to secure the TIF Grant.

2) Payment of the TIF Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not more than $21,308 on the Project at the Property. The TIF Grant shall be in the amount which is the lesser of a) $21,308; or b) the actual cost of the Project; or c) the total of all expenses, which are eligible for payment under the TIF Act.

3) The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.
4) The Owner agrees, as a condition of accepting the funds contemplated herein, to maintain the improvements funded by this TIF Grant for a period of not less than five (5) years. The TIF Grant funds provided herein shall be considered partially forgiven by 20% (1/5) each year on the anniversary of their payment to Owner, until fully forgiven on the fifth anniversary of such payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the then-unforgiven portion of the TIF Grant (e.g. if the Owner fails to maintain the improvements in the 4th year, the Owner shall reimburse the City for forty percent (40%) of the TIF Grant amount.

5) The Owner agrees to indemnify, defend and hold harmless the City from any claims or damages arising out of or relating to the TIF Grant or the work to be performed by Owner. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of work. The Owner agrees and acknowledges that the funding contemplated herein is payable to Owner only, and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City’s obligation to provide funding shall not accrue until Owner provides the City with evidence of lien waivers from all contractors and materialmen providing labor or materials for the project.

6) The Owner shall complete all related work in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City, once completed.

7) All work shall be completed within one calendar year of the date of approval of this Resolution, or the funding approval contemplated herein shall terminate and this Resolution shall be of no further force or effect.

8) Owner shall provide a letter to the City, acknowledging and agreeing to the terms and conditions of this Resolution and memorializing the documentation requirements applicable to the project, prior to the City’s issuance of payment to Owner.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 28th day of May 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Fagan.

ATTEST:

LYNN A. FAZEKAS, City Clerk

JERRY SMITH, Mayor
May 28, 2019

Bill Nicklas, City Manager
City of DeKalb
200 S. Fourth Street
DeKalb, Illinois 60115

Re: City of DeKalb TIF Grant / Letter Agreement.

DeKalb Iron and Metal Company, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2019-088 ("the Resolution"), approving of an $21,308 TIF Grant for DeKalb Iron and Metal Company, ("Owner") for use at 900 Oak Street, DeKalb, Illinois ("the Property"), subject to the following provisions:

1) Payment of the TIF Grant shall be as a reimbursement to Owner, after Owner provides proof of incurring costs of not more than $21,308 on the Project at the Property. The TIF Grant shall be in the amount which is the lesser of: a) $21,308; or, b) the actual cost of the Project; or, c) the total of all expenses which are eligible for payment under the TIF Act.

2) The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.

3) The Owner agrees, as a condition of accepting the funds contemplated herein, to maintain the improvements funded by this TIF Grant for a period of not less than five (5) years. The TIF Grant funds provided herein shall be considered partially forgiven by 20% (1/5) each year on the anniversary of their payment to Owner, until fully forgiven on the fifth anniversary of such payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the then-unforgiven portion of the TIF Grant (e.g. if the Owner fails to maintain the improvements in the 4th year, the Owner shall reimburse the City for forty percent (40%) of the TIF Grant amount.

4) The Owner agrees to indemnify, defend and hold harmless the City from any claims or damages arising out of or relating to the TIF Grant or the work to be performed by Owner. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of work. The Owner agrees and acknowledges that the funding contemplated herein is payable to Owner only, and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City's obligation to provide funding shall not accrue until Owner provides the City with evidence of lien waivers from all contractors and materialmen providing labor or materials for the project.
5) The Owner shall complete all related work in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City, once completed.

6) All work shall be completed by May 28, 2020 or the funding approval from the City shall terminate and this Resolution shall be of no further force or effect.

Agreed to as of the __________ day of May 2019.

__________________________
DeKalb Iron and Metal Company

Print Name: Chad Schwebke
Name: DeKalb Iron & Metal, LLC
Home Address: 900 South Street, DeKalb IL 60115
Property Identification (PIN) Number: 
Location of Property: 
Phone number: 815-758-3458 Email: chadsc@dimcodekalb.com

Proposed use of funding (check all that apply)

50% Reimbursement: Major Capital Improvements
    ___ ADA Compliance
    ___ Façade renovation
    ___ Fire alarm systems
    ___ Life safety equipment
    ___ Electrical, Mechanical, Plumbing rehabilitation
    ___ Design Professional Fees/Architectural Services
    ___ Fire suppression system upgrades
    __ Restoration of Architectural Features

25% Reimbursement: Minor Capital Improvements
    ___ Painting
    ___ Exterior lighting
    ___ Tuckpointing/Masonry
    ___ Interior improvements
    ___ Window/Door Replacement
    ___ Screening of unsightly utilities

10% Reimbursement: Deferred Maintenance
    ___ Roof repair
    ___ Gutter replacement
    ___ Stair/handrail repair
    ___ Floor surface repair
    ___ Water damage repair
    ___ Water heater repair

Other improvements (Please Specify):
Have you consulted with City of DeKalb about your project?  X Yes  ___ No  
(If yes, who did you talk with at City of DeKalb?)  Bill Nicklas

Have you submitted to a pre-inspection of the property?  X Yes  ___ No

Total cost estimate of project  $10,124.00

Matching funds* requested  $100%  $10,124.00  *(Typically, 50% of total project costs up to a maximum of $25,000)

How long has the property been owned or operated by you?  2+ years

Narrative Description Of Proposed Project:

Repair / Replace existing fencing (50+ years old) of property. Current fencing is falling down and is an eye sore. It also does not provide the necessary security required. New fencing would provide new, secure barrier as well as visual obstruction so you cannot see into the property from the fence. Current visual obstruction (slats) have fallen apart. Company has experienced vandalism / theft due to unsecure border.

Application Check List:

All of the following items must be included in with your application in order to be reviewed. Please verify that each of the following is completed and enclosed.

✓ 1. One (1) copy of the Completed Application Form containing all of the following items:

✓ 2. Required Signatures on Application Form

✓ 3. Narrative Description of Project (Concise and clear description of work proposed)

✓ 4. Drawings of proposed work (architectural or other) if appropriate

✓ 5. Photographs of current building and area to be addressed and concept drawings

✓ 6. Estimate completed by each contractor for the work to be performed.

___ 7. One (1) copy of the Deed to the Property containing the legal description of the property.

___ 8. Copies of letters of credit and/or letters of commitment for private funding.

Signature of Applicant

[Signature]

Name of Applicant (please print or type)

Chad Schieber

Address of Applicant

900 Oak Street
DeKalb IL 60115

Telephone number 815-753-3458 Date 5/20/19

Signature of Co-Applicant

[Signature]

Name of Co-Applicant (please print or type)

[Name]

Address of Co-Applicant

[Address]

Telephone number [Number] Date [Date]
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Dekalb Iron and Metal, LLC

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - Limited liability company. Enter the tax classification (C corporation, S corporation, P=Partnership)
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

5. Address (number, street, and apt. or suite no.) See instructions.
   900 Oak St., PO Box 645

6. City, state, and ZIP code
   Dekalb, IL 60115

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Form 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date 1-10-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Total replacement needed

Existing fencing (some repairs needed)

Bad fencing—needs complete replacement

DIMCO office

Old 9th Street

Oak Street

Metal Recycling Operation
FENCE SALES
OF SMCORE, INC.
1855 Cantonville Road
Sycamore, Illinois 60178
Phone: (815) 685-5655
Fax: (815) 685-2117

Date: 5-9-94

Customer: DENTCO C/O CHAD

Address: 14013 E. 99th St., Chicago, IL 60620

Phone: 888-123-4567

Price: $18,126.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish &amp; Install 8' of 8' High</td>
<td>$4,131.40</td>
</tr>
<tr>
<td>Barbed Wire Chain Link Fence around</td>
<td></td>
</tr>
<tr>
<td>2 Sides of Main Yard with a 3' Wide Containment</td>
<td></td>
</tr>
<tr>
<td>All Materials &amp; Labor 3-Strand Barb Wire is included</td>
<td>$3,182.00</td>
</tr>
<tr>
<td>10' High 8'00 0  $ 3,182.00</td>
<td></td>
</tr>
<tr>
<td>Price To Repair East Parking Lot Fence 0  $1,434.00</td>
<td></td>
</tr>
<tr>
<td>Price for Posts Installed on South Side 0  $35.08.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total For All</strong> 0  $18,126.00</td>
<td></td>
</tr>
</tbody>
</table>

Warranty — All gates 30 days from installation. Abnormal abuse or wind damage not covered. All material is guaranteed to be as specified and the above work is to be performed in a substantial workman like manner.

50% Down — Balance due on day of completion.

Placement of dirt at time of contract. Price good for 30 days.

Signature: ____________________________

Date: 5-9-94
PROPOSAL/CONTRACT

Customer Information:
DeKalb Iron and Metal Co
900 Oak St
DeKalb, IL 60115
chads@dimco.com

Job Information:
Chad Schwebke

Notes:
- NIF agrees to provide all labor and materials to install approx 540' of 10'h commercial grade chain link fence, including 5' pedestrian gates, one 30'w and one 20'w. Fence to use 2.5" line posts and 3" terminal posts, 1-5/8" top rail and 9ga Knot mesh. All posts to be set in 42" of concrete. Take down of existing fence but materials to be left at DIMCO all existing footings to stay in ground. Repair approx 310' of top rail and barbed wire replacing any barb arms that are damaged.
- Customer to provide permit and plat of survey.

List Price: $28,299
Sell Price: $25,136.00
Add $7,600 for privacy slats

Thank you for the opportunity,

1. This proposal is for immediate acceptance and becomes a contract only upon acceptance by Customer and approval by Company's home office.
2. This proposal is based on correct costs and prices, and as subject to change of cancellation if not accepted within thirty (30) days. No changes or alterations in plans and specifications shall be allowed, except in writing and at prices agreed upon at these changes are authorized.
3. By signing this contract, Customer certifies they are the owner of the subject property or have received written authorization from the owner to perform the work herein. Any contract not with the actual property owner is void.
4. CHARGE OR ORDER MAKING: All alterations to this contract shall be made upon written agreement between Company and Customer. If CHARGE ORDER MODIFICATION INCREASES THE COMPLETION OF THE ORIGINAL CONTRACT, CUSTOMER SHALL PAY FOR THE ADDITIONAL COSTS AS AGREED BEFORE SEPARATE.
5. This contract shall be binding upon and issue to the benefit of the heirs, executors, administrators, successors and assigns of Customer and Company; however, it shall not be assignable by Customer except with the written consent of Company.
6. Customer must secure and pay for all required permits and Association approval required for completion of work. Fences must be built in accordance with all local, state and federal laws and regulations.
7. Customer will provide a survey for any and all work performed. If a survey is not available, a survey waiver must be completed.
8. Company will assume the responsibility for having underground public utilities located and marked; however, Company assumes no responsibility for unmarked underground lines or any other private unmarked buried lines or objects.
9. Company has the right to rely upon accuracy of plans, specifications and/or engineering layout supplied by others and Customer will hold Company harmless from all claims arising from these fees.
10. Company assumes that no rust, concrete walls or any other obstacle will be encountered above or below ground surface. Should other than normal soil conditions exist making it necessary to drill holes into rock or concrete or remove such obstacles, additional fees will be charged.
11. Security for payment shall be furnished by the customer to the satisfaction of the company on demand.
12. The company may, at its option, suspend work and deliveries under this contract except for cash, if in its opinion the credit of the customer becomes doubtful, or if the completion of work or delivery any continue until customer has received full payment or is satisfied as to the customer's credit for future shipments.
13. Any variance in the written proposal will result in full payment regardless of whether or not your city requires a final inspection. If any items fail said final inspection, Company will return to remedy such items within 3 business days.

Contract Amount: $25136.00
Down Payment: $12568.00
Balance Due: $12568.00

Approved & Accepted for Customer:

Customer: ____________________________ Date: ______________

Complete Northern Illinois Fence: ____________________________

Salesperson: ____________________________ Date: ______________
Change Order signed by both parties. IF CHANGE ORDER NEGOTIATION IMPEDES THE COMPLETION OF THE ORIGINAL CONTRACT, CUSTOMER WILL PAY FOR THE AMOUNT OF CONTRACT COMPLETED BEFORE DISPUTE.

5. This contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Customer and Company; however, it shall not be assignable by Customer except with the written consent of Company.

6. Customer must secure and pay for all required permits and Association approval required for completion of work. Fence must be built in accordance with all local, state, and federal codes and ordinances.

7. Customer will provide a survey for any and all work performed. If a survey is not available, a Survey Waiver must be completed.

8. Company will assume the responsibility for having underground public utilities located and marked; however, Company assumes no responsibility for unmarked sprinkler lines or any other private unmarked buried lines or objects.

9. Company has the right to rely upon accuracy of plans, specifications and/or engineering layout supplied by others and Customer will hold Company harmless from all claims arising there from.

10. In accepting this order, Company assumes that no rock, concrete walls or any other obstacle will be encountered above or below ground surface. Should other than normal soil conditions exist making it necessary to drill holes into rock or concrete or remove such obstacles, additional fees will be charged.

11. Security for payment shall be furnished by the customer to the satisfaction of the company on demand.

12. The Company may, at its option, suspend work and deliveries under this contract except for cash, if in its opinion the credit of the customer becomes doubtful or impaired. Such a suspension of work or delivery may continue until the Company has received full payment or is satisfied as to the Customer's credit for future shipments.

13. City Inspections: Payment will be made in full upon completion regardless of whether or not your City requires a final inspection. If any items fail said final inspection, Company will return to remedy such items within 3 business days.

14. PAYMENT FOR SERVICES WILL BE DUE UPON COMPLETION OF INSTALLATION unless otherwise agreed to, in writing, by Company. All past due balances will incur a 1.5% per month finance fee (APR 18%), with a $5.00 minimum charge.

15. In all cases the construction work shall be considered completed by Customer ten (10) days after completion of said work unless Customer notifies Company to the contrary in writing before such time. Company's final invoice shall constitute notice of completion.

16. All materials will remain the property of Company until all invoices pertaining to this contract (including Change Orders) are paid in full. Right of access and removal is granted to Company in the event of non-payment under the terms of this contract.

17. Company shall not be liable for failure or delay in commencement or completion of work or delivery due to: "acts of God"; labor disputes and/or shortages; governmental regulations or requirements; shortage or failure of raw materials, supplies, fuels, power, or transportation; breakdown of equipment; or any other cause beyond Company's reasonable control. In no event shall the Company be liable for any special or consequential damages or claims resulting from failure or delay in construction or delivery.

18. Company shall not be responsible for the work completed under other contracts.

19. LIMITED WARRANTY: Fencing materials (excluding gates) are guaranteed for five (5) years from the installation; workmanship (excluding gates) is guaranteed for one (1) year from the installation. GATES: material and workmanship are guaranteed for thirty (30) days from installation. Abnormal abuse or wind damage to any portion of the fence installation are not covered. ADDITIONAL MATERIAL WARRANTIES FROM THE MANUFACTURER MAY BE AVAILABLE.

20. Indemnification: a) Customer shall protect, defend, indemnify, and hold harmless the Company and the owner, their officers, servants, employees and agents ("Indemnities"), against all liability, claims and demands of all nature, arising out of or connected with the performance of the work contemplated hereunder or injury, death, loss or damage has been occasioned in whole or in part by an act or omission of the Customer. b) Customer shall defend at his own expense any such claims against Company and Indemnities, and shall pay all attorney fees and all costs and other expenses incurred by Company and Indemnities in the defense of all such claims hereunder. c) Company shall have the right to approve legal counsel proposed by Customer. In addition, Company reserves the right to participate in the defense of any such claim or suit, with additional counsel of its choice, at Customer's expenses. d) Customer's obligation to defend is distinct from its obligation to indemnify. Customer assumes the entire liability for its own negligence or willful acts. Customer is obligated to indemnify and defend Company and Indemnities for any judgement decree or arbitration award to the percentage of negligence or culpability of Customer in contributing to such judgement or award. e) The indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable to or for the Company under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law.

21. Miscellaneous Provisions: a) Entire Agreement. This contract agreement contains all of the terms or the agreement between the parties respecting the work, and all prior conversation and writings between the parties are merged herein. No contemporaneous or subsequent conversation or writing will have any force or effect to modify this contract agreement unless reduced to a writing signed by an authorized representative of each party. b) Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this contract agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association, with one arbitrator, under its Construction Industry Arbitration Rules or JAMS dispute resolution, at 320 West Lincoln Highway, Cortland, Illinois 60112, at the discretion of Company and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction hereof.

Company may elect, at its exclusive option, to file suit by litigation rather than arbitration with regard to amounts due Company of $10,000 or less and to enforce equitable remedies such as injunctive relief and mechanic lien rights. c) Recovery of Fees. In event of arbitration or litigation of this contract agreement between Company and Customer, the Customer shall pay all expenses incurred by the Company in the said arbitration, including, but not limited to (a) attorney's fees, (b) filing costs, (c) witness fees, and (d) other general expenses of the litigation or arbitration. d) Severability. Should any provision of the contract agreement, or the application thereof, other than the provision which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity. This contract supersedes any other written document.

CUSTOMER INITIAL

SALESPERSON INITIAL

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