

## **TERMS & CONDITIONS**

### **I. FINANCIAL**

- a. Until Customer's order is paid in full, South Florida Real Estate Signs, Inc., dba South Florida Sign Company (SFSC) will not commence any work, including but not limited to: preparing artwork, sending proofs for customer approval, or installation.
- b. In the event that Customer cancels an order, SFSC shall retain a cancellation fee equal to 10% of the order total, except that if Customer cancels an order after artwork has been sent, SFSC shall retain a cancellation fee equal to 25% of the order total. Once artwork is approved by the Customer, SFSC will not issue any refund and SFSC shall be entitled to retain the full payment.
- c. There will be a \$50.00 service fee on all checks returned due to non-sufficient funds.

### **II. ARTWORK AND PRINTING**

- a. SFSC has standards for the printing and production of the highest quality signs. If a file is sent by Customer to SFSC as "art-ready", SFSC is not responsible for errors including, but not limited to color, clarity, size, type set, boarder allotments etc. Graphic standards can be found on our website under the GRAPHIC DESIGN tab. It is Customer's responsibility to comply with SFSC's Graphic standards, which are expressly incorporated herein.
- b. If color is critical to Customer's job, it is Customer's responsibility to notify SFSC at the time of placing the order. Where color is critical to Customer's job, SFSC recommends that Customer obtain a print sample and not rely on any digital proof. For an additional charge, SFSC will prepare a small print sample for Customer's inspection. After Customer's receipt of the small print sample, Customer must notify SFSC of any requested color corrections. SFSC will prepare a single additional small print sample for Customer's inspection and final approval. In the event that the second small print sample does not meet Customer's approval, SFSC will prepare additional small print samples as requested by Customer for an additional fee for each sample. If Customer specifies a pantone, spot color, or other color, SFSC's color management will attempt to get as close as possible, however this may result in a color that does not look as Customer intended. Due to the nature of digital imaging, exact pantone, spot colors, or other color matches are not possible and SFSC makes no guarantee of a color match in the final product. If Customer fails to notify SFSC that color is critical, or does not obtain the recommended print sample(s), then Customer waives any objection to the color of the final product.
- c. It is Customer's responsibility to request a proof. If Customer fails to request a proof, Customer assumes all responsibility for the production and printing of Customer's order and Customer will be charged a reprinting fee for any change(s).
- d. It is Customer's responsibility to carefully review any proof. If Customer approves a proof that contains an error, SFSC is not responsible for the error, and Customer will be charged a reprinting fee for any change(s).
- e. Once SFSC provides a proof to Customer, SFSC will not begin production of Customer's order until Customer provides written approval of the proof via facsimile or email.
- f. It is Customer's responsibility to comply with all private and governmental requirements with respect to the dimensions of the sign(s) ordered. SFSC will print the Customer's order with the dimensions requested by Customer and will not confirm that the requested dimensions comport with any regulations, ordinances, by-laws, or other rules in force at the location where Customer intends to display the order. If a Customer's order needs to be reprinted because it fails to comply with any such rules or requirements, Customer will be charged a fee.

### **III. TIMEFRAME AND COMPLETION**

- a. If requested, any proof(s) will be sent to Customer within two (2) business days.
- b. Most orders will be complete two business days after receiving final art approval. For an expedited fee, orders can be completed in a shorter timeframe.
- c. If Customer has not placed an order for installation, SFSC will notify Customer that the order is ready and available for pick-up. After SFSC provides this notice, Customer must pick-up the completed order within three (3) business days.
- d. SFSC is not equipped to store signs. If Customer fails to pick-up the order within two (2) calendar weeks after SFSC notifies Customer of the completed order, SFSC will dispose of the order and will not be responsible for any aspect of Customer's loss.

- e. At Customer's request, SFSC will ship Customer's order to Customer via a private courier or UPS. SFSC recommends that any shipment be insured. Customer is responsible for paying the cost of such shipment and insurance. SFSC is not responsible for damage resulting from the shipment, and it is the Customer's responsibility to file for or recover any damages from the shipper directly.
- f. At Customer's request, SFSC will release Customer's order to a third-party installation company. It is the Customer's responsibility to make arrangements directly with the third-party installation company for installation of Customer's order.

**IV. INSTALLATION BY SFSC – CUSTOMER RESPONSIBILITY**

- a. SFSC is pleased to offer an in-house installation service currently serving Broward County and Boca Raton.
- b. Customer understands that the post, rider(s), brochure box(es), information tube(s), and business card holder(s), are all property of SFSC and are merely being rented by customer from SFSC.
- c. SFSC will install the customer's order as directed by the customer.
- d. The customer is responsible for obtaining all necessary approvals from, and paying any necessary fees to, all private and public entities, including but not limited to, homeowners' associations, condominium associations, city government, county government, building departments, etc. This explicitly includes obtaining a permit where required.
- e. The customer is responsible for obtaining approval from the property owner before directing SFSC to install the customer's order.
- f. In the event that the customer directs SFSC to affix the customer's order to a building or other structure, SFSC is not responsible for any resulting damage that is caused by SFSC's installation, except for any damage resulting from SFSC's gross negligence.
- g. In the event that the customer fails to obtain the necessary approvals or to pay any necessary fees, the customer will indemnify SFSC for any and all costs, including damages paid, court costs, and attorney's fees, through the administrative, trial, and appellate levels, incurred by SFSC in defending against any such claim
- h. It is the customer's responsibility to ensure that all items installed are returned to SFSC, and that they are returned in the same or similar condition as they were originally provided, however the customer should not remove any items. Instead, the customer must provide at least five (5) business days' written notice prior to termination of the rental term. On or before the last day of the rental term, after receipt of the written notice of termination, SFSC will remove all items installed pursuant to the customer's order. In the event that any item is returned damaged or is not returned at all, regardless of the cause, customer agrees to pay the following replacement fee(s) for each such item: (1) post fee of \$75.00; (2) brochure box fee of \$15.95; (3) information tube fee of \$12.95; (4) business card holder fee of \$11.95.
- i. In the event of any act of God, terrorism, hurricane or other natural disaster, or other event outside of the control of SFSC, SFSC shall not be responsible for any damage caused by the customer's order, whether such damage is to property or person.
- j. In the event of a hurricane, it shall be the customer's responsibility to remove the sign, riders, add-ons, and all other items related to the customer's order, except that the customer shall not remove the post. In the event that the customer removes the post, the customer shall be required to pay a re-installation fee of \$25.00. In the event that the customer removes the post and the post is damaged as a result, the customer shall pay the damaged post fee of \$75.00. For all other items that the customer removes, the customer shall do so in a manner that does not cause any damage to the items removed, and shall store those items in a manner that protects them from damage or harm. In the event of any damage or destruction of any item removed by customer, the customer shall pay the fees as set forth in these terms and conditions. In the event that the customer fails to remove the items as required, and any item(s) is/are damaged, the customer shall pay the fees as forth in these terms and conditions. In the event that the customer fails to remove the items as required and the items cause damage, the customer shall be responsible for any such damage caused by those items and shall indemnify SFSC for any and all costs, including damages paid, court costs, and attorney's fees, through the administrative, trial, and appellate levels, incurred by SFSC in defending against any such claim.

- k. Unless otherwise stated, rental term will be for one calendar year from the date of the initial installation. Customers may choose to renew for up to an additional year at the same rate of the initial installation, including, but not limited to post fee, rider (s) fee, add on (s) fee, color fee, and height fee.

## **V. DISPUTE RESOLUTION**

- a. In the event of a dispute between SFSC and customer arising out of these terms and conditions or the transactions contemplated hereby, customer and SFSC agree that any such dispute shall be brought in the state courts of the 17th Judicial Circuit in and for Broward County, Florida. Each party accepts the jurisdiction of such Court and waives any objection based on personal jurisdiction, improper venue, or forum non conveniens. In the event of any suit, action, or other proceeding brought to enforce any aspect of this Agreement, the prevailing party shall be entitled to recover its costs, including attorney's fees, at all levels of the proceedings, including but not limited to trial court and appellate court, and including any pre-suit costs and attorney's fees.

## **VI. IMPORTANT GENERAL CAUTION FOR MAGNET SIGNS**

Applying any material to a painted metallic surface without following all instructions for use and care may result in damage to that surface. South Florida Sign Company takes pride in keeping its product users apprised of information that helps prevent such consequences. By following these instructions, a product user can ensure top performance. Failure to follow these instructions and tips may cause damage to the magnetic material and/or the surface to which it's applied, and/or failure of the magnet to maintain its hold. South Florida Sign Company will not be held liable for any damage caused by abuse, misuse, or failure to follow the enclosed tips and instructions.

### **a. Storing Flexible Magnet**

- When not using flexible magnetic sheet, keep it in a clean, dry place.
- Store rolled stock on end to keep it from developing flat spots.
- Store rolled sign material on end with the printed or vinyl side out.
- Stack flat magnet on a level surface. Avoid placing objects (such as cartons) on top that could damage the face; do not stack with magnetic sides facing each other.

### **b. Preparing Magnetic-Receptive Surfaces**

- Before affixing magnetic sheet to a metal surface, be sure all surface paints, clear coats and waxes are cured (hardened).\*
- Clean the metallic surface and the magnet with mild detergent.
- Wipe with a soft cloth or allow drying.  
(Approximate curing times: paint – 90days; clear coat – 60days; wax – 2 days.)

### **c. Applying Flexible Magnet**

- Before applying, test all inks and paints used on the magnet for adhesion and solvent compatibility.
- Affix to smooth, flat or gently curved metallic surfaces.
- Make sure the entire magnet is flat against the metal surface. Do not place over protrusions (molding decals, pin striping, etc.) or concave areas. There must be **NO AIR POCKETS**.
- The magnet itself should be at a room temperature of 60°F (16°C) or above when installed to achieve best results.
- Do not apply magnet that has been curled with the magnet side out. The magnet may not attach properly to the metallic surface resulting in lifted corners or air gaps which will weaken its holding strength. Follow instructions for Storing Flexible Magnet.
- If you place the magnet in the wrong position, completely remove the magnet across the surface and reaffix. Lift at sides and not at corners to remove. Do not pull the magnet across the surface or it may stretch due to the resistance caused by the high magnetic strength.
- **DO NOT** use on horizontal metal surfaces exposed to direct sunlight (such as automobile hoods), temperatures exceeding 160°F (71°C) or temperatures below 15°F (-26°C). Exposure to cold weather will make the magnet more brittle so use caution when handling.

- Be aware that long-term use on surfaces frequently exposed to the sunlight (such as vehicles) can result in uneven fading of the surface because the magnet-covered area is shielded from ultraviolet rays.
- DO **NOT** use on non-metallic body filters, simulated wood grain siding and repainted surfaces. **NOTE:** Doors and panels on some vehicles are not made of steel. This product will not work on aluminum and plastic surfaces.
- Although most stainless steel is not receptive to magnets, a few grades are. If using magnets on stainless steel surfaces remove daily and clean the magnet and the surface as directed below.

**d. Cleaning Flexible Magnet**

- To guard against moisture and dirt buildup between the magnet and the metal surface (particularly on outdoor applications), remove the magnet at regular intervals. Clean both the magnet and metal surface with mild detergent; wipe with a soft cloth or allow to air-dry. (For vehicle-mounted signs remove and clean DAILY.)
- After waxing and polishing, allow 2 days for wax to cure before applying magnets.

**VII. ACKNOWLEDGEMENTS**

- a. Updated January 1, 2018. Subject to change without notification.
- b. By making payment with a credit card, I represent that I am the authorized cardholder, and that I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize SFSC to charge my credit card for the goods and services provided. I agree to the specific refund provisions in these terms and conditions and understand that SFSC has the sole discretion to determine my entitlement to any refund, if any. I also agree that SFSC may charge my credit card for any and all additional fees, including but not limited to re-printing fees, replacement fees, and damage fees. I also agree that SFSC may charge my card for all additional orders placed by me and any associated fees.
- c. By placing this order with South Florida Real Estate Signs, Inc., dba South Florida Sign Company, I agree to abide by the above terms and conditions for this and all future orders.