

**Town of Thompson's Station  
Board of Zoning Appeals  
Special Called Meeting Agenda  
March 18th, 2021 @ 6:00 p.m.**

**Meeting Called To Order- Roll Call To Determine Quorum And Attendance**

**Statement By Chair Relating To Conducting The Board Of Zoning Appeals Meeting  
By Electronic Means Of Due To COVID-19 State Of Emergency**

Documents:

[INTRODUCTION STATEMENT FOR TS BZA MAR 18 2021.PDF](#)

**Public Comment**

Any citizen desiring to make a comment can submit their written comments to the Town, which will be included in the meeting minutes for public perusal.

Email your comments to Town Hall at [INFO@THOMPSONS-STATION.COM](mailto:INFO@THOMPSONS-STATION.COM) with March Board of Zoning Appeals Public Comments as the Subject Line.

Contact the Town Community Development office with any questions at (615) 794-4333 ext. 12.

**Consideration Of The Minutes Of The January 21, 2021 Meeting.**

Documents:

[BZA MINS\\_01\\_21\\_2021.PDF](#)

**Agenda:**

- 1. Item 1 (BZA 2021-002) – A Request For Approval Of A Sign Variance To Permit An 11ft 10in High, 35.44 Square Foot Sign With An Electronic Message Board As Part Of The Overall Sign Located At 1776 Declaration Way.**

**(Roll Call Vote on motion)**

Documents:

[ITEM 1 - INDEPENDENCE HS SIGN STAFF REPORT 3-18-21.PDF](#)  
[IHS ENTRANCE SIGN.PDF](#)  
[INDEPENDENCE HIGH SCHOOL - PROPOSAL 2 \(3X7 LED\) - UPDATED BRICK COLOR - WITH SHRUBS.PDF](#)

**Adjourn**

*This meeting will be held remotely due to the Public Health Emergency related to COVID-19 & will be live-streamed via our website at [www.thompsons-station.com](http://www.thompsons-station.com)*



STATEMENT FOR THE RECORD AT START OF MEETING  
Thompson's Station Board of Zoning Appeals

Hello and welcome to this the March 18th, 2021, Board of Zoning Appeals meeting for the Town of Thompson's Station.

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order # 78 (which was previously extended by Executive Order # 16, 34, 51, 60, 65 and 71): due to the treatment and containment of COVID-19.

This Town of Thompson's Station Board of Zoning Appeals meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Zoning Appeals to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Zoning Appeals, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

Town of Thompson's Station  
Board of Zoning Appeals  
Minutes of the Meeting  
January 21, 2021

Call to Order.

The meeting of the Board of Zoning Appeals of the Town of Thompson's Station was called to order at 6:03 p.m. on Wednesday, January 21, 2021 via electronic means under the authority of the Governor's Executive Order related to public meetings during the COVID-19 emergency with the required quorum.

The following statement was read by BZA Chairman Mary Herring:

Hello and welcome to this the January 21, 2021, Board of Zoning Appeals meeting for the Town of Thompson's Station.

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order # 71 (which was previously extended by Executive Order # 16, 34, 51, 60 and 65): due to the treatment and containment of COVID-19.

This Town of Thompson's Station Board of Zoning Appeals meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Zoning Appeals to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Zoning Appeals, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

Members and staff virtually present were: Chairman Mary Herring; Vice Chairman Lori Clemons; Board Member Bryce Levet; Board Member Kaitlin Riddle; Board Member Jeff Riden; Planning Director Micah Wood; Planning Technician Jennifer Banaszak; IT Coordinator Tyler Rainey and Town Attorney Andrew Mills.

Also present were Mark Samuels, Jason Deal and Eric Gardner representing the applicant.

**Consideration of Minutes.**

The minutes of the January 6, 2021 meeting were previously submitted.

**After discussion, Board Member Riden made a motion to approve the minutes. The motion was seconded and carried by a roll call vote of all present.**

**Roll Call Vote:**

	<b><u>VOTE</u></b>		<b><u>VOTE</u></b>		<b><u>VOTE</u></b>
Chairman Herring	Yea	Vice Chair Clemons	Yea	Board Member Levet	Yea
	<b><u>VOTE</u></b>			<b><u>VOTE</u></b>	
Board Member Riddle	Yea	Board Member Risdén	Yea		

**1. Administrative Review for approval of a sign variance to permit an 11 ft 10in high, 35.44 square foot sign with an electronic message board as part of the overall sign located at 1776 Declaration Way.**

Mr. Wood reviewed his staff report and recommends that the Board of Zoning Appeals review the project and consider, in its discretion, approval of the signage with the following conditions:

1. The sign shall meet the LDO monument sign requirements for a solid base without a single pylon or column.
2. The sign shall not exceed 10 feet in height.

Town Attorney Andrew Mills was present to provide legal context to related to this request, since it comes from a higher form of government. The appellants were present to answer any questions.

Chairman Herring then opened the floor for public comment. The following comments were submitted to the BZA via email:

**Joe Kirby – 3085 Millerton Way**

Subject: A letter in opposition of proposed new Independence HS sign  
 Good afternoon. As a Thompsons Station resident and a Tollgate Village homeowner, my family and I strongly oppose the large electronic sign proposed for the entrance to Independence High School and am writing to implore you to prevent that tacky bright monstrosity from being erected. We bought a home in Thompsons Station because we appreciate the natural beauty and lack of tacky signs and buildings here (as opposed to Main Street in Spring Hill). Besides being a blight on the scenic TS landscape, the proposed sign will create light pollution that will certainly be visible to residents of Tollgate Village and surrounding private residences.

We love having the high school as a neighbor, and support the school in all academic and extracurricular activities, but we are completely opposed to a bright electronic sign measuring over 11 feet tall by over 7 feet wide being erected. This sign is not representative of the Thompsons Station we love.

I am available should you wish to speak with me.  
 Thank you.  
 Joe Kirby

**Ron Vigus – 3837 Somers Lane**

I would like to voice my opposition to the variance request from Independence High School to allow a sign that is not allowed by our Land Development Ordinance. Our Ordinance was adopted to enhance the appearance of our community and this variance would not support that goal. Please share my concerns with the Board of Zoning Appeals.

Ron  
 Ron Vigus

### **Eva Shiling – 3028 Americus**

To whom it may concern,

The residents of Tollgate were just informed that you are going to be deliberating on passing an electrical sign for independence High school. As a resident and tax payer for many years in Thompsons Station, especially a resident of Tollgate Village, I am opposed to such a sign.

After reading on the purpose of such a sign, I would ask you to please consider the consequences of that being placed where it is being considered. First of all, the purpose would be to announce or to make the drivers aware of whatever message it displays.

Do you really..... really want drivers to look at it while they are behind the wheel? Studies have shown that we are wired to look at a bright distracting image.

Especially young teenage drivers!

Consider where this sign is going to be? Any distraction is still a distraction, and your eyes and mind are now being drawn to compete with the road and what that can bring.

This is from an article this past April/ May:

According to Scenic America, "Previous human behavior studies have shown that drivers are hardwired to notice bright, changing lights in their peripheral vision and to anticipate additional motion."<sup>1</sup> And logic would suggest that if advertisers prefer digital signs because they grab our attention, then by default the attention we pay to the road ahead is compromised.

Energy consumption

LEDs are the preferred technology for digital signs, as they are versatile and long-lasting. But is an LED-powered digital sign more energy efficient than an externally illuminated static sign? Probably not. That's due to a variety of factors:<sup>2</sup>

- The number of bulbs involved. Although one LED bulb is more efficient than one incandescent bulb, digital signs are made up of thousands of LED bulbs.

- The number of hours the sign is on. Digital signs are lit all the time, while lamps providing external sign illumination are only lit at night.
- Keeping the LED display cool. Digital signs work best within a certain temperature range. When placed outside and exposed to the elements, they must include a cooling system to ensure the sign doesn't overheat.

The study can be sent to you if you wish. I just didn't want this email to be so long.

While some of our communities welcome digital signs, others prohibit them, and a number of others are not quite sure what to do about the trend.

Municipalities should discuss whether or not digital signs support or detract from the community's desired character. While these sign types may blend in a little along busy commercial highways, they can be more jarring in villages and rural areas. One common example of digital signs outside commercial areas are those for schools, fire departments, and other institutions. While well-intentioned, these signs often contain a lot of information and can be difficult to read, increasing the likelihood of driver distraction.

Brightness & Legibility: Overly bright digital signs can be more difficult to read than standard signs, and contribute to light pollution. In general, digital signs with graphics, multiple colors, many words, or small letters are difficult to read, making them more distracting.

## Board of Zoning Appeals

January 21, 2021

Page 4

View this digital sign displaying constantly changing messaging, a wide variety of flashing/scrolling transitions, and message sequencing. The result is confusing and distracting.

These are just a few points which have to be considered in conjunction with placing this sign out in the front of a busy 4 plus street lane.

There are many more things to consider, which I could go on and on, but I believe these considerations above is enough to make my point.

I am hoping you and all involved will see the impact of such a sign, and will consider not to allow it to be erected.

Thank you for your  
consideration,  
Eva Shiling

### **Mark Scogin - 3413 Colebrook**

I have recently heard about the Independence School Board filing a variance request for a large electronic message display sign to be erected on Columbia Pike. I understand their request will be heard by the Board of Zoning Appeals (BZA) this Thursday (January 21st) at 6pm. Just wanted to remind you our Land Development Ordinance prohibits electronic message signs and also has a size restriction for other static signage.

I am against this variance and all future variances. As the expansion creeps south, please keep the appeal and don't block the scenery. If they want a sign, comply with the requirements.

Thanks.

Regards,  
Mark Scogin

### **Melissa Scogin - 3413 Colebrook**

Good evening,

I'm a resident of Thompsons Station and against placing a large digital sign on Columbia Pike in front of Independence High School. Our Land Development Ordinance prohibits electronic message signs and also has a size restriction for other static signage for a reason and allowing an exception to that would detract from the beauty of Thompsons Station and open a door for others to use to request variances.

Melissa Scogin

### **Brandon Davis - 3433 Milford Dr**

I am a resident of Tollgate Village and just learned about this variance request to install an electronic sign. I would like to ask that you let the BZA know that we would not be in favor of this sign at the street. If Indy wants a sign like this they can install it internal to the campus near the entry to the parking lots but not at the intersection of 31 and their only entrance. This sign would set a precedence to allow flashy signage in our town and I would prefer to not let our town go the way of spring hill. The main drag down there is something to be ashamed of with its abundance of power lines, poles and street side signage.

Sincerely,

Brandon Davis

### **Linda Bistline - 3056 Americus Dr**

Just wanted to voice my opposition to the variance that the high school has requested for the new sign. Electronic message signs, in my opinion, are not in keeping with the rural look we are trying to maintain in Thompson's Station. Have you ever seen a Truck Stop sign that your thought was attractive? I also feel that a sign like this is totally unnecessary in this information age. If the school has a message to get out to the students or their families, put it on the website; school calendar; email it; phone; Facebook...take your pick. Obviously the school has been communicating with its students and families for years prior to this without an electronic sign. Please do not grant this variance.

Linda Bistline

**After discussion, Board Member Levet made a motion to defer Item 1, an administrative review for approval of a sign variance to permit an 11 ft 10in high, 35.44 square foot sign with an electronic message board as part of the overall sign located at 1776 Declaration Way for 30 days or until the appellant resubmits the revised request. The motion was seconded, and a roll call vote was taken:**

**Roll Call Vote:**

	<b><u>VOTE</u></b>		<b><u>VOTE</u></b>		<b><u>VOTE</u></b>
Chairman Herring	Yea	Vice Chair Clemons	Yea	Board Member Levet	Yea
	<b><u>VOTE</u></b>		<b><u>VOTE</u></b>		
Board Member Riddle	Yea	Board Member Risten	Yea		

There being no further business, the meeting was adjourned at 7:18 p.m.

---

Mary Herring, Chairman

---

Regina Fowler, Town Recorder



**Thompson's Station Board of Zoning Appeals  
Staff Report - Item 1 (BZA 2021-002)  
March 18, 2021**

**Request for approval of a sign variance to permit a 10-foot high, 35 square foot sign with an electronic message board as part of the overall sign located at 1776 Declaration Way.**

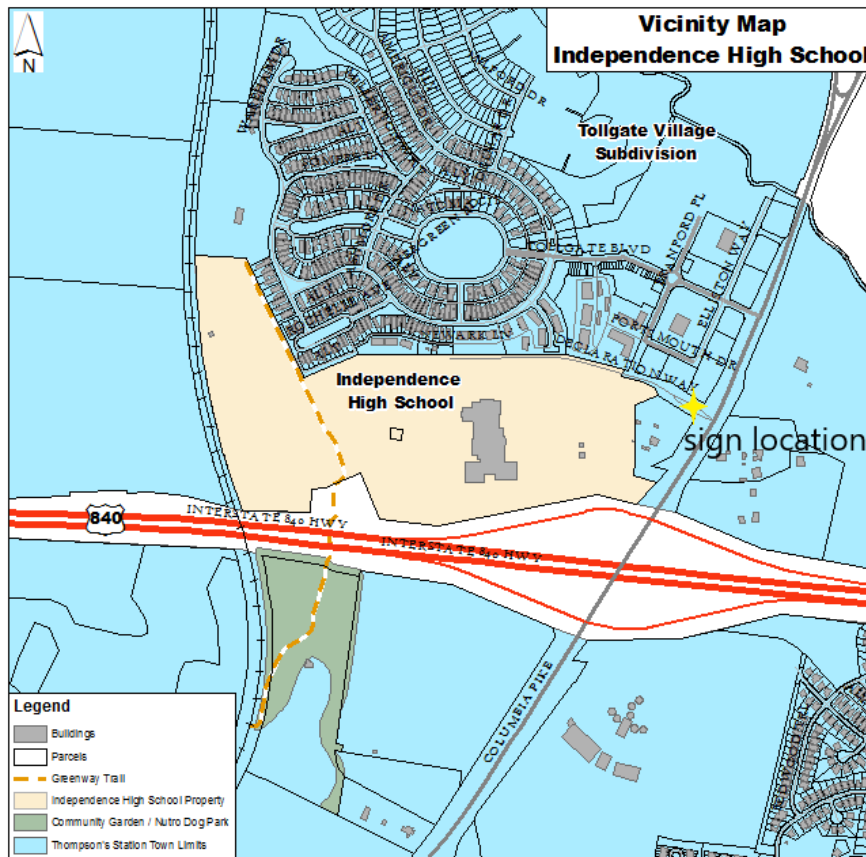
PROJECT REVISIONS SINCE JANURAY BZA MEETING

Since the last BZA meeting, the appellant has revised the sign to meet the two previous, staff recommended conditions. First, the appellants have revised the sign to be a total of 10 feet in height. Second, they have revised the sign to be a monument sign with a masonry base and surround. The sign still includes an electronic message board. The signage, which includes the electronic message board, is 35 square feet in total.



PROJECT DESCRIPTION

The appellant, Williamson County Board of Education, is requesting approval of a sign variance to install a sign, with a portion being an electronic message board, with a height of 10 feet and a total sign area of 35 square feet. Approximately 21 square feet of the total square footage includes the electronic messaging board. The project site is located at 1776 Declaration Way.



## ANALYSIS

### *Project Site*

This sign is proposed to replace the existing signage in the median of Declaration Way at the corner of Columbia Pike to provide additional signage and messaging for Independence High School. Per the information provided by the School Board, the intent of the new sign is to “better identify the High School’s entrance and to better convey school related activities to the general public it serves.”

### *Variance*

A variance is a request to deviate from the strict adherence to the standards in the code. In this case, the requested sign variance seeks approval to deviate from the sign standards within the Land Development Ordinance, including a variance on prohibited signage, as well as a variance to exceed the maximum height of a monument sign as follows:

1. Section 4.17.3 states that “electronic digital message signs, except as specifically authorized herein” are prohibited. Electronic message display or electronic signs are defined as “any sign that displays still images, scrolling images or moving images, including video and animation, utilizing a series or grid of lights that may be changed through electronic means, including but not limited to cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic or other electronic media or technology” (LDO Section 4.17.1).
2. Monument signs are permitted with a “maximum height of eight (8) feet and a maximum square footage of 80 square feet” (Section 4.17.4).

The Board of Zoning Appeals has jurisdiction over this request per section 5.5.4 (c)(iii) which gives administrative review authority to the BZA “to hear and decide applications for variances from the requirements of the Zoning Ordinance” provisions within the LDO.

*Applicability of Zoning to a Higher Form of Government*

Since this request comes from a component of Williamson County government, this request is different from other requests heard by the BZA. The Town Attorney has provided the following analysis as to the applicability of zoning regulations for a higher form of government:

Based upon prior AG Opinions, specifically including Tenn. Op. Atty. Gen. No. 85-001, the Town cannot require its parent county to adhere to the Town’s building code, zoning regulations, or other ordinances. In that opinion, the Attorney’s General Office stated that a municipality cannot require the county to obtain a building permit. Counties are political subdivisions of the State to whom has been delegated a portion of sovereign power of the State. The State, and its political subdivisions, are not subject to a statute unless specifically mentioned therein or unless application thereto is necessarily implied. Moreover, this has been confirmed by the courts when the building or structure at issue is a county, public building.

This is also applicable to zoning under the same principles. The authorizing zoning statute (Tenn. Code Ann. 13-7-201 *et seq.*) does not provide for the application of municipal zoning to property of another governmental unit (e.g. a county). Again, the use of the property at issue must be public and not proprietary (i.e. private or only affecting the corporate body [the Town]). One of the primary examples of a public use is a public school building or structure. Additionally, courts have found that entities that have eminent domain power are generally exempt from zoning regulations. In other words, the eminent domain power is greater than the zoning power.

Finally, and as a qualification of the aforementioned, a county may not disregard a local zoning regulation when and if to do so would result in the creation of a nuisance. Therefore, approval of a sign variance for a Williamson County School, while generally required, may be accompanied by reasonable conditions so as to minimize any nuisance. Height and appearance conditions are appropriate in this situation.

*Reasonable Conditions*

Section 1.2.10 of the LDO sets forth the Town’s intent for signage regulations:

**1.2.10 Signs**

- a. That signs provide property owners and occupants an opportunity for effective identification and identification of goods sold or produced or services rendered.
- b. That signs reflect the character of their zoning districts.
- c. That signs maintain or improve the aesthetic character of their context, and that they not distract motorists or demand excessive attention.
- d. That signs protect pedestrians and motorists from injury and property damage wholly or partially caused by cluttered, distracting, poorly constructed, or poorly maintained signs.

In Staff’s analysis, reasonable conditions to prevent nuisance may be attached by the BZA to the approval of this sign, which is for a governmental purpose, while still working to achieve the purpose and intent of the LDO.

RECOMMENDATION

Since the Board of Education has made revisions to the sign, Staff recommends approval. Reasonable conditions on the hue color of the lighting within the electronic message board or other aspects of the sign may be added at the BZA's discretion.



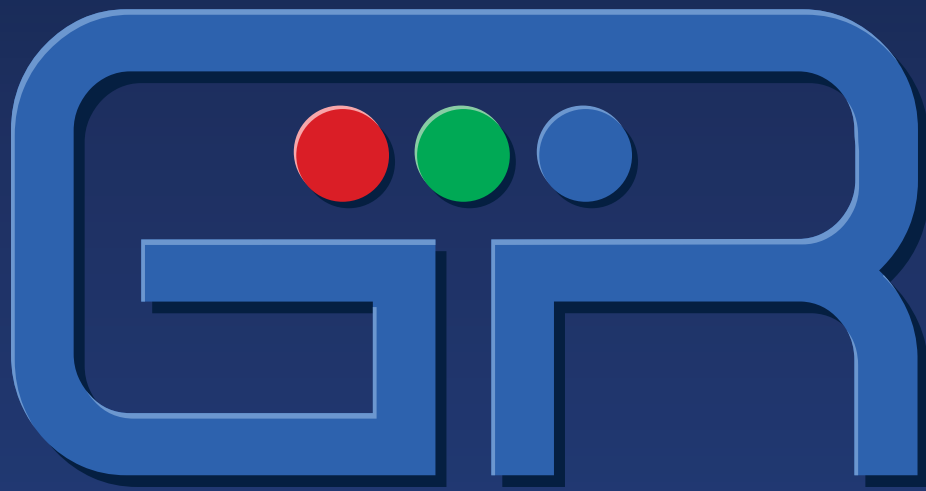
The proposed sign is to be oriented in the same direction as the existing IHS sign. As shown in the exhibit above, the sign is viewed (indicated by the red arrows) from vehicles approaching on U.S. 31. The sign is blocked from the view of many of the buildings in the Tollgate Development either because of other buildings or the angle of the sign.



View of Existing IHS sign from Vintage Tollgate Building



View of Fairview Elementary School Sign from approx. 600'



Golden Rule

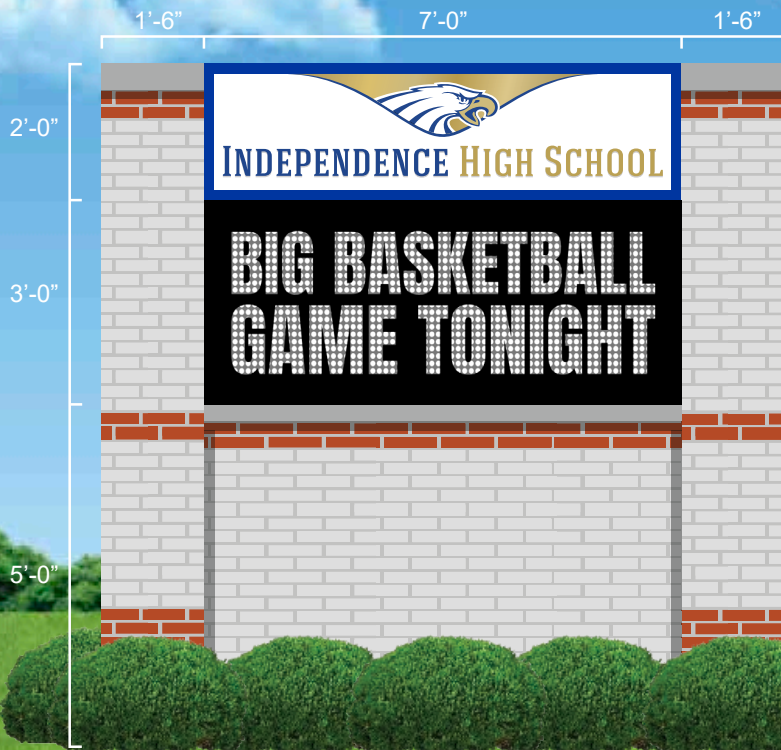
S I G N S

Independence High School

20mm 45x105 - Full Color

GREAT SIGNS. GREAT SERVICE. GREAT PRICES.

Masonry/Brickwork not included in price



6' tall Man



### SIGN SPECIFICATIONS

Color: Full Color / RGB text, pictures & video.  
 Pitch: 20mm  
 Matrix: 45x105  
 Dimensions: 3'-0" x 7'-0" (Tall x Wide)  
 Max # of Lines: 3  
 Max Letter Per Line: 20  
 Cabinet Size: 2'-0" x 7'-0" (Tall x Wide)  
 Monument Size: 10' x 10' (Tall x Wide)

Cabinet PMS Color:  
**PANTONE 286 C**

Colors used:

CMYK	PMS
	PMS White
	PMS 286 C
	PMS 103 C

\_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_

**DATE**

**VERSION #: n8410**

2420 Holloway Road  
Louisville, KY 40299

TF 1-800-732-9886  
Fax 1-502-416-0544

[www.goldenrulesigns.com](http://www.goldenrulesigns.com)



Client is responsible for ensuring that the proof is correct in all areas. Double-check spelling, grammar, layout and design before approving artwork. If a proof containing errors is approved by client, the client is responsible for payment of original cost as well as corrections, revisions, and re-makes. This custom artwork is not intended to provide an exact match between ink, vinyl, paint or EMC color. Brickwork, masonry and landscaping is not included in the proposal unless otherwise specifically stated. EMC images shown are simulated. Sign is designed to be illuminated at all times. Sketches are based off of this premise. This is a custom made product, built by hand for people by people. Small blemishes/imperfections may occur and can be expected with hand made products. Industry standard is to view this product from a minimum distance of 10 feet to determine quality acceptability.







2420 Holloway Road  
Louisville, KY 40299

Consultant Seth McNeal  
1-800-732-9886  
seth@goldenrulesigns.com

Quote #20907  
Date 02-16-2021

Client Jason Deal  
Independence High School  
1776 Declaration Way  
Thompson's Station TN 37179

**Great Signs. Great Service. Great Prices.**

**L.E.D. Message Unit ( Series)**

Color	RGB -2 Billion Colors	Communication Capabilities	Wireless Bridge Text, Pictures, Graphics, Video Animations, Time & Temperature
Pitch	20mm		
Matrix	45 x 105	Certifications	 
Dimensions	3' -0 x 7' -0" (Height x Length)		
Max # of Lines	5		
Max letter per line	17		
Configuration	Double Face		

**Identification/Logo Cabinet & Support Structure**

Cabinet Size	2'-0" x 7'-0" (Tall x Wide)	Your sign cabinet will be internally lit and controlled by a day/night sensor. It contains translucent faces which display digitally printed lettering/art (name of organization/mascot etc.) which will be approved prior to manufacturing.
Pedestal Size	Not required	
Vertical Support	Structural Steel Support - see line item	

Electrical Requirements	This sign system is typically built as a 110v unit, however, any sign can be built for 220v power. Please contact your Project Consultant for detailed electrical information.
-------------------------	--

**Additional Items**

5" Square Steel Support	500.00
-------------------------	--------

**Installation, Delivery & Warranty**

Installation	Client Installation	Total	\$ 20,245.91	
Existing Sign	Not Applicable		50% Deposit:	\$ 10,122.96
Delivery	Included - LTL2.5		50% Upon Shipping:	\$ 10,122.96
Warranty	Limited Lifetime Warranty			

To begin the purchase process please sign and fax to 502-416-0544 or scan and e-mail to your Project Consultant.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Applicable sales tax will be added to your invoice - exempt organizations must provide certificate. Manufacturing lead time is 4-10 weeks depending on scope of work - confirm with your Project Manager. Engineering, permit acquisition, permit fee and running electric are not included unless specifically stated in this quote. This quote is valid for 90 days.

# Specifications for comparing 'Apples to Apples'

Using the information below any sign company should be able to provide an exact quote which would be comparable to the proposal enclosed in this packet of information. Feel free to copy/scan/fax or e-mail the information below to any of our competitors – none of the specifications below are proprietary to our design or would prohibit a competitor from quoting this project

## L.E.D. Message Unit

Pitch/Resolution:	20mm	
Matrix:	45 x 105	(number of rows x columns of pixels)
Dimensions:	3' -0 x 7' -0" (Height x Length)	
Color Format:	RGB -2 Billion Colors	(text, pictures & video)
Communications:	Wireless Bridge	
Configuration:	Double Face	
Warranty:	5 Years Parts Replacement	

## Cabinet & Pedestal

Sign Face: Polycarb-Makrolon  
Cabinet Size: 2'-0" x 7'-0" (Tall x Wide)  
Pedestal Size: Not required  
Vertical Support: Structural Steel Support - see line item

## Install

Client Installation

## Delivery

Included - LTL2.5

## Additional Items

Limited Lifetime Warranty including 5 Years Replacement Parts

# Golden Rule Signs, Terms and Conditions of Sale v5117

## 1.0 Basis of Sale:

No variation to these Conditions shall be binding unless agreed in writing between authorized representatives of the Buyer & Seller. Additional, different or inconsistent terms or conditions proposed or received from Buyer, including without limitation, any additional, different or inconsistent terms or conditions in Buyer's request for proposals or order, are hereby rejected and shall not be a part of the parties' contract. Seller's commencement of any work or delivery of any goods does not constitute acceptance of or consent to any additional, different, or inconsistent terms. Changes in orders must be requested by Buyer in writing. No changes in orders or these terms and conditions shall be binding on Seller unless specifically agreed in a writing signed by Seller. Seller is not liable or responsible for any delays caused by Buyer's changes in orders. Sales literature, price lists, and other documents issued by Seller in relation to the Goods are subject to alteration by Seller without notice, do not constitute offers to sell the Goods which are capable of acceptance and do not constitute a part of this Contract unless the parties otherwise expressly agree in writing. Typographical, clerical, or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice, or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## 2.0 Orders, Specifications & Permits:

All specifications of the order, products, and services provided by the Seller shall be listed on the Buyer signed quote form including items such as shipping, installation, permitting, training, custom artwork, and design. Items not listed on the quote are not included in the specifications of the Goods. Seller does not provide/run electricity – this is a client responsibility unless otherwise specifically stated on the signed quote form. No order which has been accepted by the Seller may be canceled by the Buyer except with agreement in writing by the Seller and with the understanding that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller because of cancellation. Permits for erecting the sign are the sole responsibility of the Buyer unless included as a line item in the order. The Seller may, at its option assist in providing drawings, sketches/renderings, or technical information. Permits are paid for at face value by the Buyer unless a sale price has already been assigned to them. Any required core samples, engineered drawings, or additional certifications requested by the Buyer or the Buyer's local government are the responsibility of the Buyer. Unless Seller is procuring permits as listed in the order agreement: If for any reason the local governing authorities (be it city or county zoning, permit, building inspections etc.) deny the permit application, Buyer is conclusively responsible for all purchased equipment, services, and products. If Seller is procuring permits and local governing authorities deny application; Buyer is only responsible for costs incurred. If Seller is to utilize an existing support structure when installing a sign, it is hereby known that Seller has no knowledge of the depth, size, or integrity of the footer below grade or materials/methods used to construct the existing support structure. As such, Buyer agrees to hold Seller harmless and void of all liability as it relates to the existing support structure, including the footer.

## 3.0 Terms of Payment Payment to Seller

Terms of Payment to Seller is specified on the Quote. In the event that Buyer is paying through installments, "due on or before" dates will be set forth on the Quote. Any payments that are past due by 7 or more calendar days shall be assessed a \$50 late fee. In addition, any payments that are past due by more than 30 calendar days shall bear interest at a rate equal to the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum permitted by law. Noncompliance with payment terms or any other failure by Buyer to observe, perform, and be in compliance with the terms and conditions of this Contract, will be a breach of contract by the Buyer. In that event, (a) Seller may exercise all rights and remedies available to it at law or in equity, and title to the Goods shall revert to the Seller, and (b) the Buyer waives all rights to the Goods and services that were to be provided as well as monetary damages.

## 4.0 Delivery:

The date of delivery of the Goods may vary due to the nature of manufacturing custom signage. Estimated delivery/installation dates are estimations. Seller shall be held harmless if the estimated delivery/installation date is exceeded. Buyer is responsible for any increased installation costs due to delays caused by Buyer (lack of access to site or personnel during planned visit, delivery or installation, undisclosed underground lines or unprepared site provisions). Shipping terms are FOB Plant. If Goods are shipped directly to Buyer, Buyer is solely responsible for any damage during shipping. Buyer is advised to examine the crate and Goods before accepting and reject any damaged shipment. This does not apply to projects where a GRS contracted installer is receiving Goods.

## 5.0 Assignment of Manufacturer's Warranties:

Seller hereby assigns to Buyer, to the extent assignable, all manufacturer's warranties and service agreements with respect to the Goods, if any, for the purpose of making appropriate claims against the manufacturer, provided that the Seller shall retain at all times the right to be protected by these warranties, agreements, and indemnities.

## 6.0 Legal:

Buyer represents and warrants that it is duly authorized to enter into this Contract and that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. It is the responsibility of the Buyer to ensure that this purchase and signing of this contract is compliant with the Buyers protocol and procedures. This contract shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the Federal and State courts located in Jefferson County, Kentucky regarding the interpretation and enforcement of this Contract and the transactions contemplated hereby and hereby waive and agree not to assert as a defense that it is not subject thereto or that any such action may not be brought or maintained in such courts or that such venue may not be appropriate or convenient. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, previous contracts for this signage, understandings, representations, and warranties both oral and written with respect to such subject matter. In the event that GRS hires an attorney to represent it in any dispute in any way related to this Contract, Buyer expressly agrees to pay all legal fees and costs incurred by such attorney in such a matter.