



SOUTH FLORIDA SIGN COMPANY

TERMS & CONDITIONS

I. FINANCIAL

- a. Until Customer's order is paid in full, Vertex Multimedia LLC. 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 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 Up to four (5) business days after receiving final art approval. For an expedited fee, orders can be completed in a shorter timeframe for an extra Fee.
- 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.



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- 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**

This agreement is between **South Florida Sign Company** and any person authorized to order and enter into an obligation to pay for services from South Florida Sign Company, hereafter in this agreement referred to as "Customer":

1. All orders must be received via this website; NOT through Facebook, Intuit, QuickBooks invoices, email, voice mail, fax, text, or 3rd party messages of any type or kind. **South Florida Sign Company cannot be responsible for orders that are not received through our installation portal SignTraker.**

2. South Florida Sign Company recommends that all customers order post installations themselves through their SignTraker web access account, which is provided at no charge to all customers to assure sign service correctness and avoid any unnecessary additional charges resulting from erroneous orders. Phone orders may be accepted by South Florida Sign Company as a courtesy to the customer, however, in electing to place a verbal (phone) order the customer agrees to waive all warranties pertaining to the correctness of the installed sign panel and rider arrangement, sign panel and/or rider availability, installation date, location, and quantity of installations. Effective August 1st, 2023, orders placed by customers via phone are subject to a Convenience Fee of \$5.00 per order.

3. South Florida Sign Company must obtain marking of underground utilities from local utility marking companies prior to installing your sign. **Marking of underground utilities is required by law in all service areas.** As a convenience to you, South Florida Sign Company will submit a marking request on your behalf and manage the utility approval process, however, the customer is responsible for marking all private underground facilities, such as sprinkler systems or electric dog fences. South Florida Sign Company accepts no responsibility for damage to these or other underground facilities not identifiable by utility marking companies.

4. To minimize necessary or "excess" marking of underground facilities, South Florida Sign Company recommends that Customers specifically identify the desired location of the sign by marking the location with a small white painted circle or white marking flag. Utility markings will only be made by the utility companies if the desired location is within 10 feet of the desired location. South Florida Sign Company provides all Customers with **FREE** marking flags for this purpose, which are available upon request. South Florida Sign Company is not responsible for "excess" markings made by utility marking companies.

5. The standard South Florida Sign Company sign service includes reasonable care and warehousing of your sign panels and riders. Incidental scratches, dents, and bent corners should be expected when warehousing, inventorying, transporting, and installing panels on realty posts. Wind whipped panels, vandalism, detached/fallen panels and other acts of God can contribute to the aforementioned panel characteristics and the Customer agrees that South Florida Sign Company is not responsible for such damage. During the time the material is installed and in use, it is deemed to be in the custody of the Customer and is not insured by South Florida Sign Company against theft, damage, or other loss. South Florida Sign Company encourages Customers to visit installation addresses to confirm acceptable conditions.

6. The Customer is responsible for the signpost and all associated hardware from the time of installation until the time South Florida Sign Company picks it up. Signposts are being leased to the customer and shall be used with appropriate sign panel(s). In the event that a signpost is noticed and subsequently found to be inactive or unused, it will be subject to removal to prevent potential misuse, including theft and vandalism. If the signpost and or any associated hardware is lost, damaged, stolen,



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or vandalized during the lease period, the customer is subject to South Florida Sign Company lost fee in effect at the time of order. Further, the Customer must place a removal order via this SFSC SignTraker website to remove the post at the conclusion of the listing or leasing agreement, whichever ends first. If failure to order a removal results in the post becoming lost or missing, it will result in the customer being subject to South Florida Sign Company lost post fee in effect at the time of order.

7. The Customer agrees that unless the Customer specifically marks the desired area they wish to have the signpost installed prior to our arrival, that the installer's opinion of the best location is final. If the Customer requests we move the post after installation, a re-installation charge in the amount of the initial installation shall be applicable.

8. **Unless extended credit terms have already been established in advance, the South Florida Sign Company service invoice is due upon receipt.** Late charges will apply for unpaid invoices over 15 days. The signpost will be removed from the property if the invoice becomes past due. The Customer is responsible for all fees pertaining to the collection of past due amounts, including the standard **South Florida Sign Company Past Due Collection Processing Fee of \$150 per past due invoice**, accrued interest as allowed by law, filing and service fees, and all attorney fees and other related expenses incurred by South Florida Sign Company related to the collection of past due amounts.

9. **If extended credit terms have NOT been established by you, your office, or your Broker (as applicable) in advance, prepayment for installations or related services is required at the time of your order.** We will process a credit card supplied by you, your office, or Broker (the "payer") prior to confirming your order:

- **Card types.** We can provide processing of **Visa, MasterCard, and Discover** credit and debit cards.
- **Processing success.** If the credit card provided is successfully processed (i.e., authorized and funding captured), your order will be noted as "Paid" and processed for completion.
- **Processing failure.** If the credit card provided CANNOT be successfully processed, the order submitted shall be noted as "Payment Pending" and **will NOT be processed**. You are responsible for providing a valid credit card for payment through our SFSC SignTraker portal. Credit card payments by phone cannot be accepted.
- **Credit card retention.** The SFSC SignTraker portal will retain one (1) credit card per payer. Payment for services cannot be "split" amongst different payers.
- **Credit card protection.** Only the payer will have access to the credit card details. has no access to cardholder card details. cannot update or edit credit card details.
- **Credits and additional amounts due.** If changes subsequent to submission of your original order result in a net amount that is not the same amount paid at the time of your order (for example, the addition or removal of service items), we will establish a credit amount or additional amount due, as appropriate, on the payer's account. This amount is posted to the payer's account (finalized) upon confirmation that the installation or service has been provided.
 - **If a credit is due to the payer,** the credit shall be recorded on the payer's account and automatically applied (or portion thereof) by us to the payer's next order in the form of order adjustment (**credit**). The price of the user's order, and the Sales Receipt created, will reflect a lower price by the amount of the applied credit.
 - **If an additional amount is due,** the amount due shall be recorded on the payer's account and automatically applied by us to the user's next order in the form of order adjustment (**upcharge**). The price of the user's order and the Sales Receipt created, will reflect a higher price by the amount of the applied past due amount.
- **Order cancellations/refunds.** If an order is canceled outright by the user or the Licensee, the SignTraker system will provide a refund in full to the payer. Partial refunds will not be processed; credits and amounts due will be processed as described above.
- **Orders placed by South Florida Sign Company.** If you contact South Florida Sign Company by email, phone, or by any other means other than your SignTraker account to manually process an order on behalf of you, your office, or Broker, you agree that a manual service charge may be applied and that you authorize South Florida Sign Company to automatically utilize the credit card you have previously placed on your account for payment of the manually requested services, including the manual service fee.



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10. Pricing includes **ONE** trip to install the signpost and **ONE** trip to remove the signpost. Additional trips to re-install the post, remove the post (from the property or a secondary location), or trips to offices/homes to pick up agent's materials such as panels or riders will result in additional trip charges.

11. If asked to drill holes in agents/company panel, South Florida Sign Company will not be responsible for damage to the panel as a result of the drilling.

12. South Florida Sign Company will install signpost(s) on vacant lots, or lots with buildings under construction. It is the responsibility of the Customer to properly identify the property with a South Florida Sign Company marker flag (available upon request for **FREE**), lot number sign, or marked address to properly identify the property for our installer. Failure to properly mark a property may result in duplicate trips and additional trip charges incurred by the Customer if the installer cannot unambiguously determine the correct property location. South Florida Sign Company will not be responsible for any property damage (such as lawn or landscape), South Florida Sign Company re-installation fees, or other liability of any kind if the signpost is installed on the wrong property due to incorrect input of address or marking of the property by the Customer. The customer agrees to assume sole responsibility for all property damage (such as lawn or landscape), South Florida Sign Company re-installation fees, or other liability due to incorrect marking of the property by the Customer.

13. Leasing fees (installation fees) of the signpost provide for the installation of the post for a Basic Rental Period (120 days). At the expiration of the Basic Rental Period, a renewal fee (a service Rebill) will be charged to the customer for each renewal period (or portion thereof) until the signpost is removed. The renewal fee is subject to annual increases without the execution of a new service agreement. South Florida Sign Company will notify the customer via email prior to the expiration of the Basic Rental Period and each subsequent renewal period that a service Rebill is pending, so that the Customer can order a post removal and a service Rebill be avoided. If the customer does not order a removal **prior** to the expiration of the Basic Rental Period or subsequent renewal period(s), the Customer agrees the service Rebill fee(s) shall be applicable and due as invoiced.

14. South Florida Sign Company warrants that each post-installed will be done so in a professional, courteous manner, with the installation location of the sign selected by our installers using their experience, best judgment, utility service demarcation, and consistent with the requirements (if any) established by the local utility services and/or community by-laws. Due to the varied nature and specificity of community by-laws, the Customer is responsible for communicating such requirements to SFSC at the time of their order. The Customer acknowledges that the 'Notes' field of the order form is available for this purpose. If the Customer desires that a sign be moved, or if moving the sign becomes required to comply with community regulation or by-laws, a trip charge will be applied if the new sign location was not requested (marked) by the Customer prior to installation or if the Customer failed to advise the company of any applicable signage regulations or by-laws. A trip charge is automatically applied to all sign movement service requests received 7 days after initial sign installation.

15. If a problem develops with the sign installation, for example, the signpost is found to be leaning or panels become separated (unhooked), will correct this problem at no charge within 8 days. Services that are not covered under this Service Warranty include: (a) relocation of an installation if the broker or agent's original location request could not be satisfied because it is improper (for example, placement on public property) or illegal (placement too close to roadways or other regulated rights of way), or unsafe in the judgment of the installer (i.e., over or near utilities); (b) repair of the panels, riders, or post due to theft or damage caused by vandalism, service persons other than South Florida Sign Company (i.e., garbage collectors, construction, etc.), or acts of God (wind, flood, hurricane, and tornado); and (c) leaning posts beyond 8 days (1 weeks) from the installation date. Applicable relocation fees, trip charges, etc. are as shown in the Pricing Summary, below. A standard Service Fee shall apply in all other cases.

16. If the Customer elects to borrow a sign rider from the available South Florida Sign Company rider library, the Customer is responsible for the rider from the time of installation until the time South Florida Sign Company picks them up. These riders are being "rented" to the Customer. If the rider is lost, damaged, stolen, or vandalized during the lease period, the Customer is subject to the South Florida Sign Company lost rider fee in effect at the time of order.



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17. If South Florida Sign Company waives billing for a particular incident as a professional courtesy or in consideration of other matters, you agree that such courtesy will not constitute a revision of this warranty, nor a binding precedent for similar situations as may arise in the future.

18. Any pictures of South Florida Sign Company post installations remain the property of South Florida Sign Company and may be used for public viewing on various public outlets, such as social media, print, or the South Florida Sign Company website.

19. The Customer agrees that all communications pertaining to the South Florida Sign Company sign services such as installation and removal notices, rebill notifications, etc. as well all communications regarding invoicing, billing, updates to this service agreement, and all other matters shall be via email at the Customer email address of record, defined as the address provided by the Customer upon the opening of their South Florida Sign Company sign service account. The Customer agrees to keep this email address up to date, and the Customer acknowledges that they may update their address of record at any time via editing of their personal account profile. The Customer agrees to hold South Florida Sign Company harmless for failure to receive any South Florida Sign Company communication if the Customer does not update their own email address of record via their personal account profile.

Service Pricing

Important Note regarding expedited installation services: 'Same Day', 'Next Day', etc. refer to the same day, next day, etc. from the day that the order was placed, **if received by 10:00 am**.

Orders received after 10:00 am will be considered to have been received the next business day.

- **Standard Installation:** Standard installations include post-installation, any panels and riders hung during the initial installation, installation within two business days, signpost Basic Rental period of up to 30 days, and a standard service area up to 35 miles.
- **Next-Day Installation:** This includes all standard services, completed the next business day.
- **Same Day Installation:** This includes all standard services, completed the same business day, if available.
- **Weekend Installation:** This includes all standard services, completed on a weekend day, if available.

If your installation request involves expedited service (next day, same day, or weekend day), or is outside our standard service area, we'll let you know what extra charges will apply, if any, while you are creating your order. You will always be able to make an informed ordering decision!

Pricing Summary

We accept payment in the form of VISA, MasterCard, American Express, or Discover. **Unless credit terms have already been established in advance, payment must be received** before your installation will be scheduled.

Below is an explanation of the applicable to your account:

Standard Pricing

A clean, fresh post-installed with 2-day turnaround... our reliable standard service!

Standard Installation	\$52.00
<i>Includes Post installation, hardware, labor, pickup and storage.</i>	
Install a second signpost during initial installation	\$52.00
Brochure Box <i>supplied by us</i>	\$15.00
Move signpost after initial installation	\$35.00
Hang riders or panels after initial signpost installation	\$30.00
Initial office visit for panel & rider pickup	\$25.00
<i>Subsequent office pick-ups may incur a service pickup fee.</i>	
Damaged or stolen posts	\$145.00
Damaged or stolen brochure boxes	\$20.00
Damaged or stolen rented rider	\$8.50
Signpost rental -- extended service period (120 days)	\$15.00

Expedited Service Pricing Surcharges

Expedited service pricing applies if you MUST get the sign in FAST... we will prioritize your installation.

Next-Day Installation	\$35.00
Weekend Installation	\$0.00
Same Day Installation	\$0.00



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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.



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- 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 March 9, 2025. 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 Vertex Multimedia LLC., dba South Florida Sign Company, I agree to abide by the above terms and conditions for this and all future orders.