



Key Biscayne Historical and Heritage Society

May 7, 2013

Village Manager and Village Council,

Dr. Robert Maggs, M.D. was a founding member of the KB Historical & Heritage Society. His dedication to the Village of Key Biscayne was extraordinary. When he passed last January we received donations on his behalf of approximately \$10K. With cooperation of his family we believe we have found a worthy memorial for him.

Key Biscayne Historical and Heritage Society and Dr. Maggs family would like to make a gift of street clock to the Village of Key Biscayne. We have selected a high quality clock made by the Verdin Company. The clock has a three foot diameter face and is LED illuminated at night. The clock is waterproof and the pole is made of cast aluminum. Verdin makes it's clocks at the highest UL standards. Their clocks come with a complete three year warranty and they provide service when needed. The clock comes with a controller that corrects for power failures and corrects for daylight savings.

We will pay for the street clock and delivery to Key Biscayne which will cost us approximately \$20K. We ask that the Village provide the foundation and electrical supply. We would like to be able to make a plaque to be placed on the foundation to commemorate Dr. Maggs service to the Village of Key Biscayne.

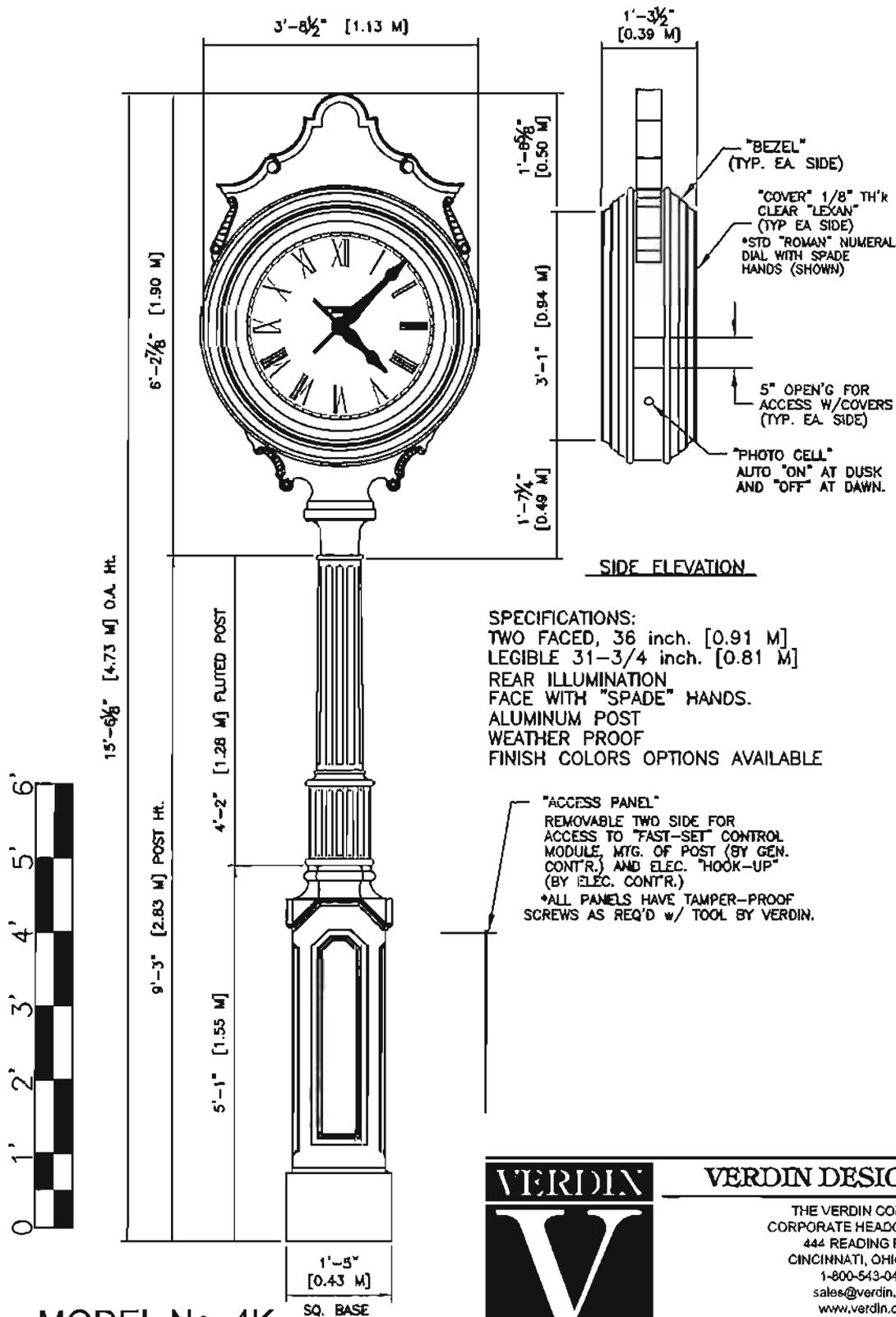
With your permission we are prepared to proceed quickly to have the street clock constructed. We believe this will be a significant addition to our Village Green.

Respectfully,

Bob Bristol
Vicky Rivas-Vasquez



HOWARD REPLICA



MODEL No. 4K
 Scale: 1/2" = 1' 0"



VERDIN DESIGN GROUP

THE VERDIN COMPANY
 CORPORATE HEADQUARTERS
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THIS DESIGN CONCEPT IS THE EXCLUSIVE PROPERTY OF THE VERDIN COMPANY, AND MAY NOT BE COPIED, REPRODUCED, MANUFACTURED, MARKETED, OR SOLD IN WHOLE OR ANY PART THEREOF WITHOUT THE EXPRESS WRITTEN CONSENT OF THE VERDIN COMPANY, 444 READING ROAD, CINCINNATI, OHIO.

ADDITIONAL TERMS AND CONDITIONS OF PURCHASE AGREEMENT

1. PURCHASE PRICE AND PAYMENT TERMS. The total purchase price paid by Purchaser under this Agreement shall be the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the Purchase Price). Payment by Purchaser to Verdin for the Products specified on the Order Form (the Products) shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% down with Order, with the balance due upon delivery or installation in the event that Verdin is responsible for installation. In no event shall Verdin be required to begin performance of its responsibilities under this Agreement until it has received the deposit.

2. CHANGE ORDERS. Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement, provided that all such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.

3. FREIGHT. Unless otherwise specified on the Order Form, the Purchase Price is F.O.B. Verdin's manufacturing facility in Cincinnati, Ohio, and does not include freight charges. Purchaser shall be responsible for all freight charges associated with (i) shipment of the Products to Purchaser, or (ii) shipment of any equipment from Purchaser to Verdin's manufacturing facilities. Such charges shall be added to Purchaser's final invoice.

4. DELIVERY AND STORAGE OF PRODUCTS. Verdin shall not be liable for delays in delivery, defaults, or breaches resulting directly or indirectly from flood, fire, strikes, labor disputes, or other items beyond the control of Verdin. If the Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin postpone delivery of the Products beyond the Delivery Date, Verdin will store the finished Products for the Purchaser at Verdin's facility free of charge for 30 days after the Delivery Date. After such time, Verdin may charge Purchaser a storage fee of \$250.00 per month for storing the Products.

5. VERDIN INSTALLATION. If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete installation; provided, however, that Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the Job Site; (ii) sufficient access (exterior or interior) to the area in which the Products will be installed, including safe ladders or lift equipment; (iii) construction of any platforms, bracing, or other support required to safely secure the area in which the Products will be installed; (iv) design, engineering, and construction of a concrete foundation required for a tower, including provision of mounting bolts according to Verdin's specifications; (v) any cranes, lifts, or hoists required to move or install the Products; (vi) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, striker leads, mounting of electrical panels, or splicing of wires; (vii) any permits, licenses, or stamps of engineering approval, and (viii) any necessary civil, structural, or electrical engineering services.

6. VERDIN-SUPERVISED INSTALLATION. If Purchaser elects to have Verdin supervise the installation of the Products, Verdin shall be responsible for providing the following items and services required to perform the installation: (i) general supervision and direction at the job site by one Verdin service technician; (ii) programming for all electronic control Products supplied by Verdin; and (iii) final check-off of all Products to confirm proper working order. Purchaser shall be responsible for providing at its own expense the following items and services required to perform the installation: (i) all items specified in Section 5(i)-(viii) above; (ii) all necessary labor, tools, and equipment to perform the installation; and (iii) all preparatory and clean-up work at the job site.

7. ADDITIONAL INSTALLATION FEES. If any of the Products cannot be installed on the Installation Date for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying any additional costs or expenses incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, storage costs, or mobilization costs at the Job Site. If the delay in installation is such that Verdin's service technician(s) is required to return to the Job Site on a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall notify the Purchaser of such additional fee prior to performing the installation. Purchaser shall also be charged additional installation fees to the extent Verdin is required to provide any of the items or services specified above in Section 5(i)-(viii).

8. LIMITED WARRANTY. Verdin warrants each Product to be free from defects in materials and workmanship for three years following the installation, provided that it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. NO LIABILITY FOR DAMAGES. VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TAXES. The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.

11. LATE FEE. Verdin reserves the right to charge Purchaser a late payment penalty fee equal to ten percent (10%) of the amount of all invoices that are not paid within thirty (30) days of their due date under this Agreement.

12. ACCEPTANCE. This Contract is subject to the approval and acceptance of an authorized representative of the home office of THE VERDIN COMPANY unless otherwise specified.

13. GOVERNING LAW. The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

15. COUNTERPARTS. This Agreement may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.