

**ADDENDUM TO AGREEMENT FOR IMPROVEMENTS TO
ENTRY MARKER SIGNS AT ARCHER
between
SCHLOSSER SIGNS, INC. and LARAMIE COUNTY**

THIS ADDENDUM is made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003, ("COUNTY") and Schlosser Signs, Inc., 31815 Great Western Drive, Windsor, CO 80550 ("SCHLOSSER") (COUNTY and SCHLOSSER collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the "PROPOSAL" #SO-00809.A, the "TERMS AND CONDITIONS OF SALE," and Drawing Number D-241003-02.B (collectively "Agreement"), which are attached hereto and incorporated herein. The purpose of the Agreement is for SCHLOSSER to fabricate and install cover boxes and "Archer Complex" lettering for three entry marker signs at the Event Center at Archer, 3801 Archer Parkway, Cheyenne, WY 82009. For purposes of reference and interchangeability: COUNTY is referred to as "Client" in the Agreement.

II. TERM

This Addendum and the Agreement shall commence after the date last executed by the duly authorized representatives of the parties to this Addendum and shall remain in full force and effect until the project is completed by SCHLOSSER and accepted by COUNTY as set forth in the Agreement.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay SCHLOSSER for services upon receipt of SCHLOSSER'S invoices to the COUNTY. The total payment to SCHLOSSER under this Addendum and the Agreement shall not exceed \$31,225.00 (Proposal amount) unless negotiated by both parties in writing. COUNTY shall pay SCHLOSSER 50% of the proposal amount (\$15,612.50) upon execution of this Addendum and the Agreement; 40% (\$12,490.00) no later than the date the goods are delivered to the project; and the remainder (\$3,122.50) due upon practical completion of the work. No payment shall be made before the last signature is affixed to this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF SCHLOSSER

- A. SCHLOSSER shall fabricate and install cover boxes for three entry marker signs; repaint existing "Archer Complex" letters on one sign; fabricate and install five sets of "Archer Complex" letters on signs; and fabricate and install logos for two signs, as detailed in the attached Agreement.

- B. SCHLOSSER agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to this Addendum and the Agreement are concluded. SCHLOSSER agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the SCHLOSSER, which are directly pertinent to this specific Addendum and the Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. MODIFICATIONS OF AGREEMENT

1. In the "GENERAL" provisions at page 1 of the TERMS AND CONDITIONS OF SALE, the last two sentences of the fourth paragraph are hereby **removed** because the matters discussed in those sentences are resolved in the General Provisions of this Addendum in paragraphs 8 and 12.
2. In the "PAYMENTS" provision at page 2 of the TERMS AND CONDITIONS OF SALE, the last three paragraphs are hereby **removed** because the matters discussed in those paragraphs are resolved in the "Responsibilities of County" section of this Addendum and in the General Provisions of this Addendum in paragraph 16.
3. The "REPOSSESSION" provision at page 5 of the TERMS AND CONDITIONS OF SALE is hereby **removed**.
4. The "INDEMNIFICATION" provision at page 5 of the TERMS AND CONDITIONS OF SALE is hereby **removed** because the matters discussed in that provision are resolved in the General Provisions of this Addendum in paragraph 12.
5. The "RISK" provision at page 5 of the TERMS AND CONDITIONS OF SALE is hereby **removed** because the matters discussed in that provision are resolved in the General Provisions of this Addendum in paragraph 7.
6. The "TERMINATION" provisions at pages 5 to 6 of the TERMS AND CONDITIONS OF SALE are hereby **removed** in their entirety because the matters discussed in those provisions are resolved in the General Provisions of this Addendum in paragraph 5.
7. The "ASSIGNMENT" provision at page 6 of the TERMS AND CONDITIONS OF SALE is hereby **removed** because the matters discussed in that provision are resolved in the General Provisions of this Addendum in paragraph 3.
8. The "FORCE MAJEURE EVENTS" provision at page 6 of the TERMS AND CONDITIONS OF SALE is hereby **removed** because the matters discussed in that provision are resolved in the General Provisions of this Addendum in paragraph 15.
9. The "ARBITRATION" provision at page 6 of the TERMS AND CONDITIONS OF SALE

is hereby **removed** because the matters discussed in that provision are resolved in the General Provisions of this Addendum in paragraphs 7 and 8.

10. The “JURISDICTION AND SEVERABILITY” provisions at pages 6 and 7 of the TERMS AND CONDITIONS OF SALE are hereby **removed** because the matters discussed in those provisions are resolved in the General Provisions of this Addendum in paragraphs 6 and 7.

All sections, paragraphs, or provisions “removed” under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by SCHLOSSER are those of an independent contractor and not as an employee of the COUNTY. SCHLOSSER is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. SCHLOSSER assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. SCHLOSSER is free to perform the same or similar services for others.

2. Entire Agreement: This Addendum (6 pages) and the Agreement (12 pages), attached thereto and incorporated herein, represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement consists of “PROPOSAL” #SO-00809.A (1 page), the “TERMS AND CONDITIONS OF SALE” (7 pages), and the design Drawing Number D-241003-02.B (4 pages).

3. Assignment: Neither the Agreement or this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: The Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: The Agreement and Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

6. Invalidity: If any provision of the Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the

provisions of the Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree the Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed or interpreted to waive the COUNTY'S governmental immunity.

8. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement or this Addendum. Nothing in section 12 ("Limitations of Liability") of the Agreement nor any other provision of the Agreement shall limit the County's assertion of immunity.

9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

10. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to the Agreement and Addendum.

12. Indemnification: Each party to this Addendum and Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other.

13. Conflict of Interest: COUNTY and SCHLOSSER affirm, to their knowledge, no SCHLOSSER employee has any personal beneficial interest whatsoever in this Addendum and the Agreement described herein. No staff member of SCHLOSSER, compensated either partially or wholly with funds from the Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement

14. Notices: All notices required and permitted under the Agreement and Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and

addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

15. Force Majeure: Neither party shall be liable to perform under the Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

16. Limitation on Payment: COUNTY's payment obligations are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations, the Agreement and Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify SCHLOSSER at the earliest possible time of the services which will or may be affected by a shortage of funds. "At the earliest possible time" means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future obligations due or for any damages as a result of termination under this provision.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement or any of its attachment, terms and conditions or hyperlinks to exterior agreements, the provisions and conditions set forth in this Addendum shall control.

18. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below SCHLOSSER acknowledges the requirement for the use of Wyoming labor pursuant to W.S. § 16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. § 16-6-201 et seq.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

20. Assertion of Agency. By signing below for SCHLOSSER, the individual (hereinafter "signor") asserts they have authority to bind SCHLOSSER to this agreement and that any asserted entity is not defunct or dissolved.

[Remainder of page intentionally left blank, signatures on following page]

**ADDENDUM TO AGREEMENT FOR IMPROVEMENTS TO
ENTRY MARKER SIGNS AT ARCHER
between
SCHLOSSER SIGNS, INC. and LARAMIE COUNTY**

SIGNATURE PAGE

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

SCHLOSSER SIGNS, INC.

By: Alex Schlosser Date 9/4/25

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 10/1/25
Laramie County Attorney's Office

PROPOSAL

Proposal #: SO-00809.A
 Proposal Date: 7/11/2025
 Sales Rep: ATS
 Valid Through: 8/11/2025

PROJECT NAME: Archer Wayfinding Box Covers 00809

BILL TO:	JOB LOCATION:
LARAMIE COUNTY GOVERNMENT 309 W. 20TH ST. SUITE 1900 CHEYENNE, WY 82001	Archer Wayfinding Box Covers 3801 Archer Parkway Cheyenne, WY 82009

QTY	DESCRIPTION	TOTAL
1	Fabricate & Install a total of 3 4'x4'x5' tall cover boxes for entry marker signs to cover existing electrical boxes. Includes additional concrete for base for mounting. Per design D-241003.02.A Page 1-3 of 4.	24,825.00
	Pricing assumes dirt spoils to be left on site	
1	Remove existing flat cut out "ARCHER COMPLEX" letters from monument, return to the shop for repaint. Fabricate (5) set's at 5.25" for existing monuments. Fabricate (2) 2'-6" x 1'-9.5" flat cut out logos. Per design D-241003.02.A Page 4 of 4	5,500.00
1	Technical Site Survey	500.00
1	Permit Acquisition If Needed	400.00
	By accepting this proposal you agree to the Terms and Conditions of Sale attached and incorporated by reference.	0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED.

ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH CUSTOMER APPROVED DRAWINGS AND/OR SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER.

Taxes are estimated and subject to change depending on local jurisdiction and any changes to design and/or required materials.

Subtotal	\$31,225.00
Tax (0.0%)	\$0.00
Total	\$31,225.00

TERMS AND CONDITIONS OF SALE

Schlosser Signs, Inc. is referred herein as "Schlosser". "Client" shall be the individual or Company as indicated above in this Agreement. Collectively Schlosser and Client are referred to as the "Parties" and singularly as a "Party". "Project" shall be the Work performed at the site or location as indicated above in this Agreement. "Work" refers to the Equipment and/or Services provided by Schlosser as specified in this document, including any attachments provided hereto, collectively the "Agreement".

This Agreement is valid for 30 days from the date listed on this Agreement. Lead times are estimates and are based upon availability and delivery times of materials, components, and Schlosser's then current installation schedule. Notwithstanding any other provision in this Agreement, Schlosser will endeavor to maintain lead times for the Work and Client acknowledges that lead times may vary.

THIS AGREEMENT MAY BE WITHDRAWN BY SCHLOSSER IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL INITIAL PAYMENT AND WRITTEN ACCEPTANCE ARE RECEIVED IN ACCORDANCE WITH THE PAYMENT TERMS CONTAINED IN THIS AGREEMENT.

ANY ALTERATION FROM THE SPECIFICATIONS CONTAINED IN THIS PROPSAL WHICH INCUR ADDITIONAL COSTS WILL ONLY BE BINDING UPON A WRITTEN ORDER APPROVED BY Client AND WILL BECOME AN ADDITIONAL CHARGE OVER AND ABOVE THE AGREEMENT AMOUNT AND SHALL BE PAID BY THE Client.

GENERAL:

Unless agreed to in writing and accepted by both Parties, no changes to this Agreement shall be binding upon either Party. The project scope shall not be reduced without written mutual agreement. Such agreement shall not be unreasonably withheld by either Party. Where the Work cannot be fully defined during initial planning, and where Project scope is expanded by Client, Client's agent, or if as Project progresses and changes in Project scope become anticipated, Schlosser will inform Client so such changes in scope can be negotiated as required and will be provided in writing through Change Order. Client will be responsible for payment of any additional costs incurred from such Change Order.

No previous statements, representations, or the like, whether oral or written, made by Schlosser, its employees or agents shall be binding unless incorporated into this Agreement in writing. This Agreement shall not be binding upon Schlosser for any purpose until an authorized agent of Schlosser accepts this Agreement on behalf of Schlosser by providing the Client with a signature evidencing such acceptance.

All designs and artwork provided by Schlosser shall remain the sole property of Schlosser. Client's use of such designs and artwork or any facsimile thereof, beyond their inclusion in the work, is prohibited without Schlosser's prior written consent. Schlosser, at its discretion may utilize images of the work in its publication and advertising.

Client acknowledges that any artwork, logo, or design provided to Schlosser which may be incorporated into Schlosser's artwork or product is owned by the Client, or the Client has received authorization to use said artwork. Client hereby agrees to provide Schlosser with a right to use said artwork in the performance of this Agreement. Client agrees to fully and completely indemnify and hold harmless Schlosser for any intellectual property, trademark, or other infringement resulting from the incorporation of any Client provided artwork into Schlosser's artwork or product. This indemnification shall survive beyond the termination of this agreement and shall be binding upon the Client's successors or assigns.

STANDARD OF CARE/PRACTICE:

Work provided by Schlosser under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the vicinity of the project. Schlosser shall put forth reasonable professional efforts to comply with codes, regulations, and laws in effect as of the date of execution of this Agreement. Schlosser shall not be required by any Party, or Party's agent to sign any document that would result in Schlosser having to certify, guarantee, or warrant the existence or quality of site conditions, whether existing or discovered during the course of Schlosser's work with Client. The Client agrees to not make resolution of any dispute with Schlosser or payment of any amount due Schlosser in any way contingent upon Schlosser signing any certification.

ACCESS:

Unless otherwise stated, Client agrees to provide Schlosser with uninhibited access to the site for activities necessary for the performance of services. Schlosser will take precautions to minimize damage due to these activities but shall not be responsible for the correction or repair of any damage unless so specified in writing as a part of this Agreement. Each type of work covered by this Agreement shall be performed in a single, continuous operation that will require only one mobilization, unless otherwise stated herein. Variance from the above condition shall be considered a Change Order.

The Client represents that they are the owners of the premises on which the proposed work is to be done or that they are the authorized representatives of the owner, and that the owner's permission and authority is hereby granted to Schlosser to perform such work on the subject premises. Client shall be responsible for obtaining the permission of the landlord or owner of the premises for performance of the Work.

PAYMENTS:

Payments will be invoiced to Client at the milestones outlined below. Schlosser is under no obligation to perform Work until payment has been received by Schlosser.

50% of the total Agreement amount due upon execution of this Agreement. This payment provides for material procurement and manufacture of the goods required by Schlosser for performance under this Agreement.

40% of the total Agreement amount due no later than the date the goods are delivered to Client's project. This payment must be received at the time of, or prior to delivery. If this payment has not been received prior to, or at the time of the scheduled delivery date, Client agrees that they will be subject to delays in completion of the Work and delivery will be rescheduled to the next available date as determined by Schlosser.

10% of the total Agreement amount due at Practical Completion of the work. Client accepts and agrees that this final payment is due even in the event of minor warranty repairs or corrections which may be required. Examples of such repairs include but are not limited to minor corrections or touch up of paint, scratches, or other small cosmetic imperfections.

In the event that there are delays by Client which are not attributable to Schlosser which results in a period greater than one hundred eighty (180) days between payments, the balance of the amount due under this Agreement will be immediately due to Schlosser.

Invoice amounts are due and payable in full upon Client's receipt of the invoice. Accounts unpaid after 30 days shall be in default and shall be subject to a default or late payment charge computed at the rate of one and one-half percent (1½%) per month or the maximum amount permitted by law (whichever is greater) and are based on the unpaid balance of the account as of the invoice date. These charges are accrued and compounded monthly. Any invoice which has not been disputed in writing within 10 days from the date of invoice shall be considered reviewed and accepted by Client. Payments on accounts in default shall be first applied to interest owed. For any Client whose account is in default, Schlosser may terminate the Work without waiving any claim or right against the Client, and without incurring any liability, whether express or implied, to the Client. While in default, materials and information relating to the Project or Work will not be released by Schlosser to Client until Client's account is made current. Schlosser will not be responsible for any penalty, damages, or hardship that may result from such suspension of work including any liquidated damages, claims for loss of use, or the like.

Accounts which remain unpaid for a period of thirty (30) days after the invoice date may be subject to a mechanics' lien, collection action, and/or other legal action as permitted by law. Client shall be responsible for any costs or expenses incurred by Schlosser for any collection activity, including but not limited to attorney's fees, collection service fees, or other fees or costs. Retainers shall be credited on the final invoice.

GOVERNMENTAL PERMITS:

Client is responsible for obtaining such authorization and/or permits as may be required by state, local, or federal governmental authorities, at Client's expense. If specifically included in this Agreement, Schlosser agrees to act as Client's agent in obtaining such permits, but shall not be responsible for failure of such governmental authorities to issue permits and/or subsequent revocation thereof for any reason not attributable to the negligence of Schlosser. Fees incurred by

Schlosser for obtaining such permits shall be in addition to the agreed contract price unless specifically included in this Agreement and shall include reasonable profit and overhead.

Permits will be billed at actual permit cost incurred plus staff time required for permit acquisition, reasonable profit and overhead. Additional fees may be charged in excess of the actual permit cost and may include those attributed to road and sidewalk closures, engineering, administrative fees, and inspections. Client agrees that these additional fees will be invoiced to Client by Schlosser at the time they are incurred and subject to the payment terms contained in this agreement.

TIMELINES OF PERFORMANCE:

Schlosser will perform the Work with reasonable diligence consistent with sound professional practices. This Agreement is based on an orderly and continuous progression of the project by Client. Any schedule provided to Client by Schlosser is based upon a reasonable estimate of time to perform the Work and does not include allowances for review or approval time by Client or others (including any governmental authority).

Schlosser will provide a proposed project schedule as necessary. This will address the anticipated time for completion of the project, as well as the project milestones. The Client will be responsible for providing certain items to keep the project on track. These include but are not limited to permitting documents, color approvals, design and test approval, engineering approvals, deposits, or progress payments. Schlosser will not be responsible for maintaining milestones or delivery dates due to delays from Client in excess of those listed in the anticipated time for completion of the project.

FABRICATION INTERRUPTIONS:

If, after fabrication of the Work has commenced, Schlosser is required to cease or extend scheduled fabrication of the Work at the request of Client or by any act or omission of Client, then Client in addition to its obligations under this Agreement shall be responsible for Schlosser's costs and expenses resulting from said cessation or extension and for all additional costs and expenses incurred upon recommencement of fabrication. These costs include but are not limited to increased labor and material cost incurred by Schlosser in completion of fabrication. Any cessation or extension of scheduled fabrication requested by Client shall be in the sole discretion of Schlosser and shall not relieve Client of any of its obligations under this Agreement.

THIRD PARTY EQUIPMENT:

Schlosser is not responsible for the operation or condition of third-party equipment provided by Client for completion of the Project.

SITE DAMAGE AND SPECIAL REQUIREMENTS:

Schlosser is not an Exterior Insulation and Finish System "EIFS" contractor. If Schlosser's responsibilities under this agreement involve penetration of EIFS, Schlosser will seal such penetrations with products and procedures that are common in the sign industry but which may not meet Client's EIFS warranty requirements. Client agrees that Schlosser shall have no responsibility for damage resulting from penetrations through EIFS in performance of this Agreement. At Client's discretion, Client can coordinate sealing of penetrations through Client's EIFS with their own contractor at their own cost. Such costs will be paid by Client and shall not be back charged to Schlosser.

CLIENT'S SPECIAL DUTIES:

Client must obtain, warrant, and maintain for Schlosser full rights of access, ingress, and egress, to safely perform the Work on the premises for which the Work was ordered. Client further warrants that they have obtained permission from the land or building owner or owner's agent to contract for the Work provided in this Agreement and to indemnify Schlosser from any claims to damage, trespass, or the like from any owner or owner's agent resulting from Schlosser's performance of this agreement.

DESIGN WORK:

Schlosser does not provide unlimited design work. After an initial design is presented to the Client Schlosser will provide up to (4) four design revisions not to exceed six (6) total hours as part of this Agreement. After that time, Schlosser will bill future

revisions on a time and materials basis including reasonable overhead and profit. This applies to both pre- and post-sale design work.

LANDSCAPING AND EXCAVATION:

During excavation and installation, some damage to landscaping, parking lots, and/or areas surrounding the Project may occur and should be anticipated by Client. Schlosser will take reasonable steps to minimize such damage. Project delays due to deteriorating ground conditions as a result of weather may occur and Client agrees to an extension of the project timeline due to these delays.

If the Work involves installation of materials, additional work beyond that contemplated herein will be required if Schlosser encounters subsurface or concealed conditions which are extraordinary or unexpected. Such conditions include but are not limited to subsurface water, caliche, hardpan, rock, unusual soil conditions, utilities, or pipelines. Client agrees to compensate Schlosser for additional costs incurred, on a time and material basis at Schlosser's standard rates, including reasonable profit and overhead, due to these conditions.

Additional costs shall be estimated to Client through Change Order which must be approved by Client prior to continuation of the Work by Schlosser. Schlosser is not responsible for delays resulting from the discovery of such conditions, or delays resulting from Client's approval or processing of said Change Order. Schlosser shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstruction unless Schlosser has been notified of these systems or obstructions in writing prior to commencement of the Work. Absent such written notification, Client will be responsible for the cost and repair of any resulting damage.

When contracted to perform excavation for foundation, whether permanent, temporary, or exploratory, the company will coordinate public line locates with Digsafe. Location of private utilities, or utilities beyond their demarcation point is the sole responsibility of the Client.

ENGINEERING:

If engineered drawings are obtained by or provided to Schlosser after initial acceptance of this Agreement, or after issuance of a purchase order by the Client, Schlosser reserves the right to review the drawings for changes to the original concept or scope of work. If Schlosser determines there have been changes to the original drawings after acceptance of this Agreement, Schlosser may, at their discretion, require a Change Order(s) for additional time and/or material to complete the project.

During the quoting and estimate phase of the Project and in preparation of this Agreement, some assumptions by Schlosser will be made as to the construction and/or installation method for the Work. If a different method is identified or required either by Schlosser or Client's engineer, a Change Order may be required.

ELECTRICAL SERVICE:

Client shall provide, at its own cost, electrical service and feed wires at the site of any sign installation in advance of the installation date. Electrical service and feed wires shall conform to all applicable governmental building and electrical codes and conformity is the responsibility of Client. Client shall be responsible and pay for all electricity used or required to operate the Work at the Project during or after the performance of this Agreement.

Client is responsible to provide feed wires of suitable capacity and approved type to all locations of transformers in or at the display, and shall be responsible for the supply thereof, at the time of installation. Electrical service must be furnished to the base of freestanding signs. Schlosser shall provide Client with the electrical supply requirements for the Work and it is Client's responsibility to supply primary electrical services to the signage.

In no event will Schlosser be responsible for the suitability or condition of primary power wiring and/or circuits. Client agrees to indemnify Schlosser against and hold Schlosser harmless from damage or expense resulting from a breach of this provision. At Client's own expense, Client must furnish and maintain suitable power and/or electrical controls of sufficient capacity necessary for the consummation of the work and if required shall install the same at a location as designated by Schlosser such that the Work may be installed at the intended time of installation. Client shall provide, at their expense, all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the Work will be installed, or which will be utilized by Schlosser in the installation or access thereof, if applicable.

Schlosser does not provide IT services to Client.

REPOSSESSION:

If Client fails to make any payment when due or otherwise default in any of its obligations in this Agreement, Schlosser may terminate this Agreement and may, at their sole discretion, repossess the materials or any component(s) thereof, without resort to judicial process and without liability for trespass. Schlosser's right of repossession includes the right to remove the materials, and/or to disconnect or otherwise render the materials unusable. Repossession is not an acceptance of Client's surrender of the materials. The work is of special construction, made for Client's use and no other, except as used by the Client. As such, the Work shall have no commercial value to Schlosser. Schlosser's rights of termination and repossession shall be in addition to any other remedies herein and any other remedy available at law or in equity. Schlosser is not responsible for any damage caused to the Client's property due to the repossession of signage.

LIMITED WARRANTY:

Subject to the terms of this paragraph, Schlosser hereby warrants the Work against defects in materials and workmanship for a period of one (1) year from the date of substantial completion of the Work unless specifically agreed otherwise in this Agreement or in a separate written Agreement signed by the Parties. This Limited Warranty shall not apply to incandescent and fluorescent lamps or other consumable items. Damages from circumstances outside of the control of Schlosser including but not limited to vandalism, acts of God, misuse, or theft are specifically excluded from this Limited Warranty.

Client acknowledges and accepts that Schlosser will not perform any warranty work if Client has any moneys owing, or balance outstanding to Schlosser outside of previously agreed terms between the Parties.

CHANGES TO THE WORK:

Any modification of this Agreement or additional obligations assumed by the other Party in connection with this Agreement shall be binding only if placed in writing and signed by Parties or their authorized representative. Any modification to this Agreement shall be designated as a "Change Order" and Schlosser shall not be considered in breach of this Agreement by failing to perform on any unexecuted Change Order.

Additional charges may be made for work which deviates from that outlined in this Agreement and/or for changes in working, access, or site conditions beyond the control of Schlosser.

INDEMNIFICATION:

Schlosser agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any negligent acts, and/or errors or omissions in the performance of Work under this Agreement by Schlosser including those of Schlosser's subcontractors or anyone for whom Schlosser is legally liable. Client agrees to the fullest extent permitted by law, to indemnify and hold Schlosser harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) caused by Client's negligent acts, errors, or omissions and those of their subcontractors, consultants, or anyone for whom Client is legally liable, which arises from the Work that is the subject of this Agreement. Schlosser is not obligated to indemnify Client in any manner whatsoever for Client's own negligence.

RISK:

In recognition of the relative risks, rewards, and benefits of this Project to both the Client and Schlosser, the Client agrees that to the fullest extent permitted by law, Schlosser's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed Schlosser's total fee for the Work contained in this Agreement. The above liability shall include only portions of the total fee structure applicable to the Work relating to the specific claim made by Client. In the event of any claim, Client agrees to make claim against Schlosser only and expressly waives their right to claim against any individual directly employed or contracted by Schlosser.

TERMINATION:

CUSTOMER INITIALS _____

Client agrees and understands that the Work provided in this Agreement includes components which are custom manufactured to Client's specification. As such, this agreement is non-cancellable by Client unless agreed to at the sole discretion of Schlosser.

Termination For Default: If Client violates or breaches any term or provision of this agreement, Schlosser may terminate this Agreement at its sole discretion upon written notice to Client. The rights and remedies of Schlosser provided in this Termination provision are in addition to any other rights and remedies provided by law or in equity or under this Agreement.

Termination for Convenience: This agreement, may be terminated at any time, without cause or penalty, upon thirty (30) days' written notice by either Party. A written termination notice that does not specifically refer to this Termination for Convenience provision shall be treated as a termination for default pursuant to the terms of the Termination for Default provision. A termination for default that is later determined to be wrongful shall be treated as a Termination for Convenience. In the event of termination for convenience, Schlosser shall be entitled to the proportional share of its payment for all of the Work satisfactorily completed up to the date of termination including but not limited to demobilization, reassignment of personnel, purchased materials and/or services, and space and equipment costs incurred. Upon such termination, Schlosser shall not be entitled to payment for incomplete Services, anticipated profit, or unabsorbed overhead. In the event of termination by Schlosser, except in the event Schlosser terminates this agreement due to Client's non-payment, Client shall be entitled to a refund of any monies paid to Schlosser less any costs incurred through the termination date.

ASSIGNMENT:

Client shall not assign this Agreement without the written consent of Schlosser. This agreement is freely assignable by Schlosser. This Agreement shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

FORCE MAJEURE EVENTS:

Neither Party hereto shall be liable to the other Party for any loss or damage arising out of a failure to perform their respective obligations under this Agreement or Order if failure to perform is caused by an event beyond the reasonable control of the party, including, but not limited to, acts of God, acts of governmental agencies, strikes, labor disputes, fire, explosions or other casualties, theft, vandalism, riots, war, or unavailability of equipment, supplies, or materials (each a "Force Majeure Event"). A Party seeking relief under this Section shall immediately notify the other Party in writing of the occurrence of the Force Majeure Event, the anticipated impact on the affected party's ability to perform its obligations under this Agreement, and the steps such party intends to remedy the Force Majeure Event. Each Party shall use its best efforts to minimize the impact, losses, damages, and delay associated with a Force Majeure Event.

ARBITRATION:

In the event a dispute of any kind or nature arises under this Agreement, or in matters related to this Agreement, both Parties shall negotiate in good faith to resolve the dispute. If the dispute is not resolved following good faith negotiations, the Parties shall select a mutually agreeable arbitrator and submit the dispute to such arbitrator for binding arbitration in Loveland, Colorado under the commercial arbitration rules of the American Arbitration Association.

In the event the Parties are unable to agree upon an arbitrator, one shall be appointed in accordance with the rules and procedures of the American Arbitration Association. The cost of any arbitration proceedings shall be paid by the non-prevailing Party, as determined by the arbitrator, who shall also award reasonable attorney's fees and other costs incurred as a result of the Arbitration to the prevailing Party. The award of the arbitrator may be enforced in a court of competent jurisdiction.

JURISDICTION AND SEVERABILITY:

This Agreement shall be governed by the laws of the State of Colorado. The Client agrees and consents to be bound to file suit for enforcement of this Agreement in Larimer County, Colorado courts. In the event one or more of the provisions in this Agreement are found by a Court of competent jurisdiction to be invalid, illegal, or unenforceable in any respects, the validity,

legality, and enforceability of the remaining provisions thereof shall not be in any way affected or impaired and the invalid, illegal, or unenforceable provisions shall be treated as though they were removed from the Agreement.

NOTICE:

Unless otherwise indicated, all notice or other correspondence between the Parties hereto must be in writing and shall be personally delivered, sent via overnight mail service, sent by U.S. registered mail, postage pre-paid, return receipt requested, or email (with confirmation of delivery requested) transmission to the address of such Party set forth below:

If to Schlosser:

Schlosser Signs, Inc.
Attn: Carla Schlosser
3505 Draft Horse Ct.
Loveland, Colorado 80538
info@schlossersigns.com

If to Client:

ACCEPTANCE:

Acceptance of this Agreement is also acceptance of all additional provisions listed herein.

Client must inspect the work within ten (10) calendar days after delivery. If it is the Client's opinion that the Work does not meet the written requirements as described in the Agreement, or if any defect in manufacture, installation, or operation is claimed, Client must give Schlosser written notice of the non-conformance or defect claimed within (10) ten calendar days. Absence of such written notice shall be conclusive evidence that the Work is acceptable to Client as delivered.

THIS AGREEMENT DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY SCHLOSSER.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT(S) WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE OF CLIENT: _____ TITLE: _____

PRINTED NAME OF CLIENT: _____ DATE: _____

SIGNED ON BEHALF OF SCHLOSSER: _____ DATE: _____

PRINTED NAME OF SIGNER: _____ TITLE: _____

CUSTOMER INITIALS _____

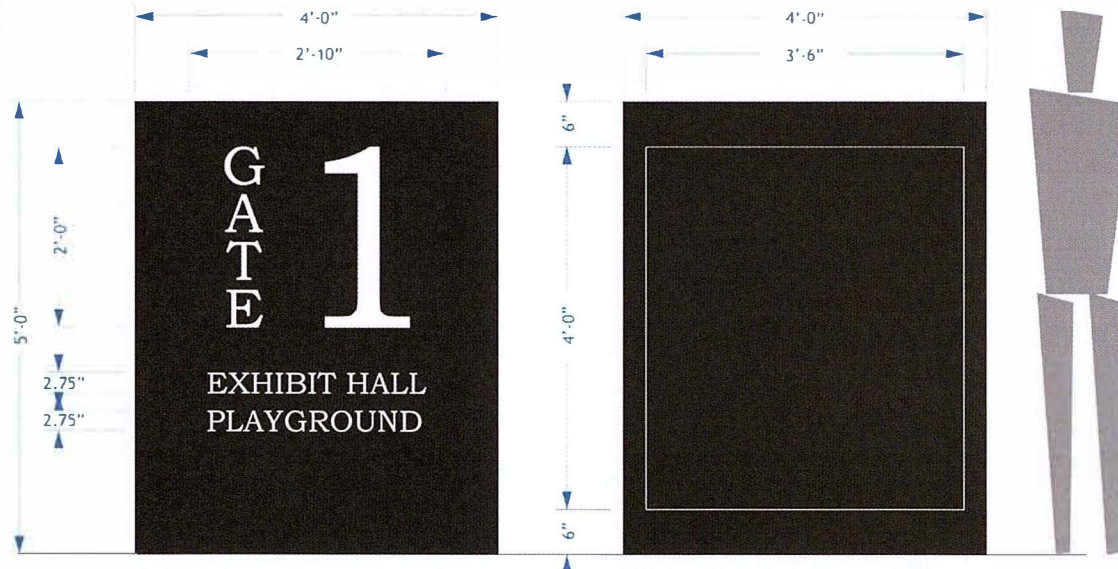
SIGN 1

ALUMINUM FABRICATED BOX TO CONCEAL ELECTRICAL COMPONENTS.
PAINTED SW 7675 SEAL SKIN (SATIN FINISH)

(2) SIDES TO HAVE WHITE REFLECTIVE VINYL COPY. SIDE FACING THE
SIGN TO BE BLANK. SIDE FACING OUT TO HAVE REMOVABLE ACCESS
PANEL.

BOX ATTACHMENT METHOD TBD.

THIS FACE TO BE ATTACHED
W/ COUNTERSUNK SCREWS
FOR REMOVABILITY

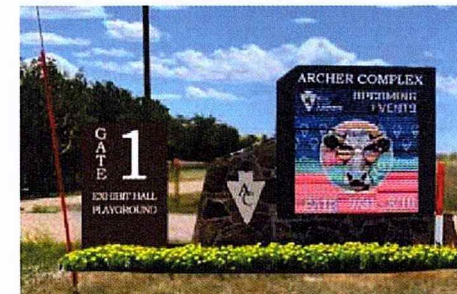


SOUTH AND NORTH FACES
QTY: 2

EAST AND WEST FACE
(WEST FACE TO NOT HAVE ACCESS PANEL)
QTY: 2



SOUTH FACING



NORTH FACING



EAST FACING

P1 SW 7675 Seal Skin
V1 Reflective White 280-10

R1 8-9-10 Abc defg hi jklmnop qr stuv wxyz
R2 8-11-10 Abc defg hi jklmnop qr stuv wxyz



SCHLOSSER

3505 DRAFT HORSE CT.
LOVELAND, CO 80538
970-593-1334

info@schlossersigns.com

CLIENT

Archer
Complex

ADDRESS

Cheyenne, WY

REP Alex DESIGNER Sara

CUSTOMER APPROVAL
☐ APPROVED BY DRAWN
☐ RECEIVED BY AS NOTED

PLEASE SIGN AND DATE



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INSTALLED IN ACCORDANCE WITH
OPTICAL RAY FOR THE SELECTING
SIGN CODE AND/OR OTHER
APPLICABLE LOCAL CODES. THIS
INCLUDES PROPER GROUNDING AND
BONDING OF THE SIGN. SIGN HAS
BEADUL LABELS.

SCALE: 3/4" = 1'
DO NOT SCALE DRAWING

DRAWING TITLE
Archer Wayfinding Box Cover

DRAWING NUMBER
D-241003-02.B

PAGE 1 OF 4

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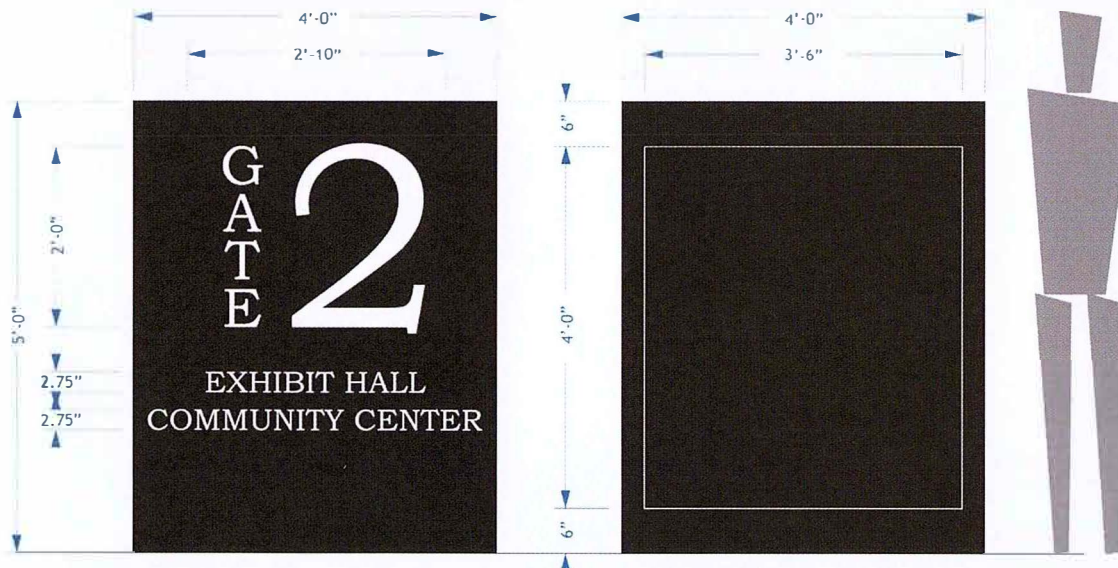
SIGN 2

ALUMINUM FABRICATED BOX TO CONCEAL ELECTRICAL COMPONENTS.
PAINTED SW 7675 SEAL SKIN (SATIN FINISH)

(2) SIDES TO HAVE WHITE REFLECTIVE VINYL COPY. SIDE FACING THE
SIGN TO BE BLANK. SIDE FACING OUT TO HAVE REMOVABLE ACCESS
PANEL.

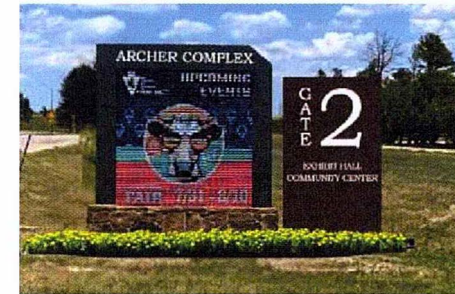
BOX ATTACHMENT METHOD TBD.

THIS FACE TO BE ATTACHED
W/ COUNTERSUNK SCREWS
FOR REMOVABILITY



SOUTH AND NORTH FACES
QTY: 2

EAST AND WEST FACE
(WEST FACE TO NOT HAVE ACCESS PANEL)
QTY: 2



SOUTH FACING



NORTH FACING



EAST FACING

P1 SW 7675 Seal Skin
V1 Reflective White 280-10

R1 8-9-10 Abc defg hi jklmnop qr stuv wxyz
R2 8-11-10 Abc defg hi jklmnop qr stuv wxyz



SCHLOSSER

3505 DRAFT HORSE CT.
LOVELAND, CO 80538
970-593-1334

info@schlossersigns.com

CLIENT

Archer Complex

ADDRESS

Cheyenne, WY

REP Alex DESIGNER Sara

CUSTOMER APPROVAL

☐ APPROVED AS DRAWN
☐ APPROVED AS NOTED

DATE: 8/11/10



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BEAPUL (LABELS)

SCALE: 3/4" = 1'

DO NOT SCALE DRAWING

DRAWING TITLE

Archer Wayfinding Box Cover

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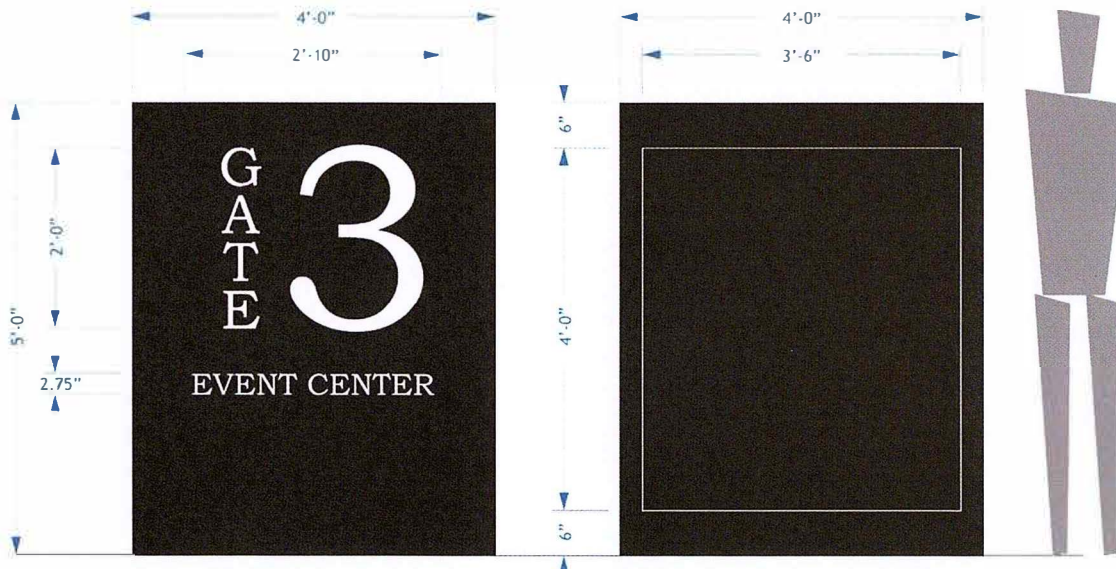
SIGN 2

ALUMINUM FABRICATED BOX TO CONCEAL ELECTRICAL COMPONENTS.
PAINTED SW 7675 SEAL SKIN (SATIN FINISH)

(2) SIDES TO HAVE WHITE REFLECTIVE VINYL COPY. SIDE FACING THE SIGN TO BE BLANK. SIDE FACING OUT TO HAVE REMOVABLE ACCESS PANEL.

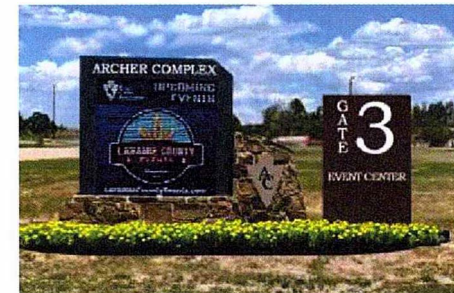
BOX ATTACHMENT METHOD TBD.

THIS FACE TO BE ATTACHED
W/ COUNTERSUNK SCREWS
FOR REMOVABILITY



SOUTH AND NORTH FACES
QTY: 2

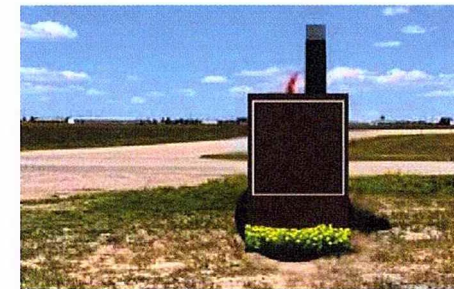
EAST AND WEST FACE
(WEST FACE TO NOT HAVE ACCESS PANEL)
QTY: 2



SOUTH FACING



NORTH FACING



EAST FACING

P1 SW 7675 Seal Skin

V1 Reflective White 280-10

R1 8-9-10 Abc defg hi jklmnop qr stuv wxyz

R2 8-11-10 Abc defg hi jklmnop qr stuv wxyz



SCHLOSSER

3505 DRAFT HORSE CT.
LOVELAND, CO. 80538
970-593-1334

info@schlossersigns.com

CLIENT

Archer
Complex

ADDRESS

Cheyenne, WY

REP: Alex DESIGNED BY: Sara

CUSTOMER APPROVAL

☐ APPROVED AS DRAWN

☐ APPROVED WITH NOTES

PLEASE SIGN AND DATE



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BEAR UL LABEL(S).

SCALE: 3/4" = 1'

DO NOT SCALE DRAWING

DRAWING TITLE

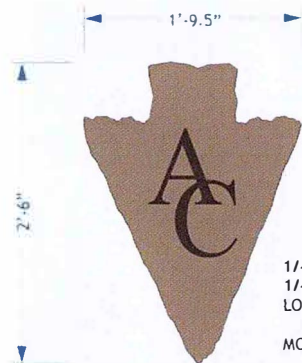
Archer Wayfinding Box Cover

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1/4" ALUMINUM FCO LOGO PAINTED SW 9174 MOTH WING.
1/4" ALUMINUM LETTER MOUNTED FLUSH TO ARROWHEAD
LOGO. LETTERS PAINTED SW 7675 SEAL SKIN.

MOUNT TO STONE COLUMN W/ 1" PROJECTION.

SIGN 1: (1) SOUTH SIDE
SIGN 3: (1) SOUTH SIDE

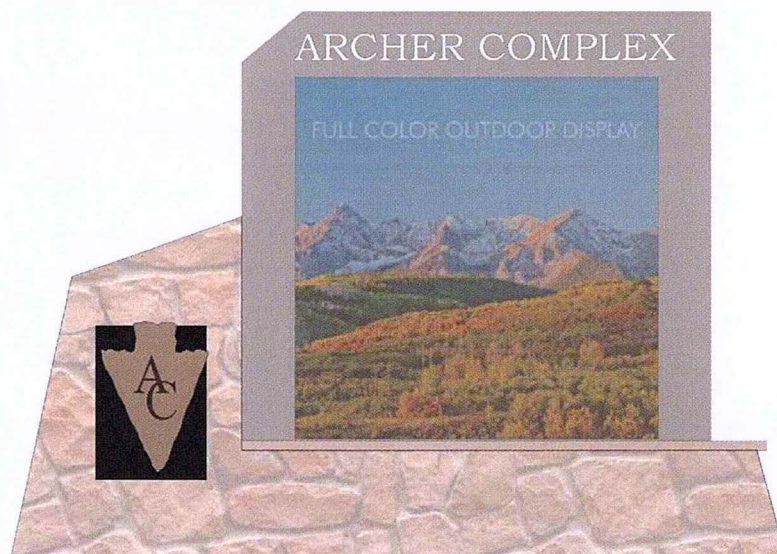
QTY: 2



1/4" ALUMINUM LETTERS MOUNTED FLUSH TO CABINET
FACE. PAINTED WHITE

SIGN 1: (2) SOUTH AND NORTH FACES
SIGN 2: (1) SOUTH SIDE
NORTH SIDE - REMOVE EXISTING, REPAINT
WHITE AND RE-INSTALL.
SIGN 3: (2) SOUTH AND NORTH SIDES

QTY: 5



- P1 SW 7675 Seal Skin
- P2 SW 9174 Moth Wing
- P3 MAP White
- V1 Reflective White 280-10

R1 8-9-10 Abc defg hi jklmnop qr stuv wxyz
R2 8-11-10 Abc defg hi jklmnop qr stuv wxyz



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LOVELAND, CO 80538
970-593-1334

info@schlossersigns.com

CLIENT

Archer
Complex

ADDRESS

Cheyenne, WY

REP: Alex
DESIGNER: Sara

CUSTOMER APPROVAL

☐ APPROVED AS DRAWN
☐ APPROVE (SEE NOTE)

PLEASE SIGN AND DATE



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SCALE: 1" = 1'

DO NOT SCALE DRAWING

DRAWING TITLE

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DRAWING NUMBER

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