

Sugar Mountain Enterprises llc Residential Sign Policies 01-1-09

1.) **Install and Remove Orders**

There are three ways to place your sign order. The first is by submitting orders through our web site. This is the preferred method because of the written and electronic copy of the order. You can also choose to receive confirmations of orders placed and completed to help track your orders.

The second way is by fax. If you choose to fax in your order, we can provide a fax form or you may make one up including company name, property address, color and style of the house and any specific directions. The third way is to call our office and speak to our office staff. Our office hours are M-F 8:30 -4:30 for your convenience. You may call our office anytime to inquire about any sign orders placed.

Install orders are billed on a per sign basis. Multiple signs on the same property are charged as additional sign orders. Sugar Mountain will make every attempt to complete installation and removal orders as soon as possible. We provide service Mon.-Fri. and our standard policy allows 3 business days for completion. We cannot guarantee service on a specific day.

For clarification, the term "3 business days" is defined as follows:

The first "business day" is the day following the day the order is placed. Orders can be placed 24 hours a day. Orders placed after 4:00 p.m. will be considered placed the next business day. Weekends and all holidays are not considered business days.

We will make every effort to complete orders before the weekend. However, we cannot guarantee this service on orders placed on Thursday and Friday. As a standard policy, orders placed before 4:00 p.m. Thursday will be completed no later than the end of the day on Tuesday.

An exception to the 3 business day completion policy would be hazardous weather conditions.

Work typically will be halted during inclement weather and not resumed until work conditions are deemed safe (You can check the 'Breaking News' section of our website to see if bad weather conditions have delayed our drivers). In these cases, your order may take longer to complete.

If an order is placed stating that it cannot be done until a specific date, we consider that date as the first business day of the 3 business day policy. We will attempt to complete the order as close as possible to your request. If an order requires priority, and if we can fit it into scheduling, there may be a surcharge in addition to the standard fee.

Agents should verify that the property owners and/or tenants are aware of a sign being installed. If we go to a property and the owner or tenants do not allow a sign to be installed, a service charge may be charged. Agents should verify that there is a location for installation of a post before the order is placed. Sugar Mountain cannot install a post in asphalt, cement, brick or any solid surface. If there is no location to safely install a post on a property, only a sign panel may be tied to the house or building. For safety reasons, posts cannot be tied. If there is no place to safely tie the sign panel, no sign will be installed.

Permission from the homeowner is required before nails or screws are used. Sugar Mountain can place sign panels only on the first story of a house or building.

Sugar Mountain employees cannot climb fences to complete an order. If there is not easy access into an area, and there is no other area to install the sign, a panel may be attached to a fence or building. Lots, land, and new construction sites should be marked for sign location before the order is placed with us. We can provide red flags with our name on them upon request at no charge. Sign location should be at least 5 feet away from sidewalks, walkways, driveways, etc for safety, unless otherwise specified by town zoning regulations.

In most towns throughout New England, real estate signs are not allowed between the sidewalk and the curb, this area is considered Town or City property. Removal orders should be placed at least 3 business days before the closing in order to greater insure return of signs and posts. If we go to a property, and no sign is visible or found by the driver (locked in garage, thrown away, etc), a service charge of \$12.00 may be charged and your office will be notified that we did not retrieve the post and panel. We cannot enter garages, sheds, fenced areas etc.

Sugar Mountain may determine that an order is outside our service area and decline to complete that order or add a surcharge. Orders outside our service area are not included in the 3 business day completion policy.

All install and remove orders should be done by Sugar Mountain. We reserve the right to discontinue service if we find orders using our posts, have been done by agents, other sign companies or representatives of your office.

2.) **Repair Orders**

Repairs due to normal wear & tear within the first 60 days of installation will be completed at no charge.

Repairs due to extreme weather conditions (high winds, winter storms, heavy rain storms etc) vandalism, or owner removal will be charged based on each situation from a partial to full install charge.

Repairs needed to repair peeling paint are done at no charge. Just submit a "fix" for the location and put 'PAINT' in the directions box. Other charges may apply if additional services are required when we go out to paint the post.

Repairs due to frozen ground conditions and subsequent thawing will be charged based on each situation.

3.) **Sign Panels & Riders**

Sign panels are inventoried monthly. Your monthly sign panel inventory is available both online (after the 3rd day of the month) and on your monthly invoice. We reserve the right to discard any panel or rider that we consider to be in poor condition or unusable.

Riders can be added at time of installation for an additional \$3.00. Riders added to a sign already in the field will be done for an additional fee of \$12.00.

Panels and riders are collected when signs are removed. There is no extra fee for storing them. We will not be responsible for lost, stolen or broken panels and riders.

If requested, we can deliver panels or riders to your office for a \$12.00 service charge. All riders should be marked with your office name to assure their return.

4.) **Incorrect or Incomplete Orders**

Our service is based on the quality of information we receive. It is important that this information be stated clearly, be complete, and be correct. An order will not be considered received until the house number, street, town, and color and style of the house or building are provided. The color is particularly important as it allows us to verify the address. The 3 business day allowance policy (or 5 business day policy for commercial signs) begins when all of the correct information is received. If we travel to the address provided by your office, and we are unable to confirm that we have the proper location due to incorrect information given, a service call may be charged.

5.) **Lost or Damaged Posts**

For a quality installation, 4x4 pressure treated posts are provided by Sugar Mountain. Your office is responsible for insuring the return of the posts in good condition. Damages are usually avoided by calling in removals at least 3 business days prior to the closing or expiration of the listing agreement. Loss or non-repairable damage to posts may result in a charge of \$40.00.

6.) **Permission for Right to enter property / Damage Waiver**

By placing any order, you give Sugar Mountain and its subcontractors, permission to enter that property to complete the job. With this permission, comes the knowledge that we will be installing a sign post up to 27 inches into the ground and painting the post. Please note this means that there will be wet paint on the post for a short period of time. At times of inclement weather, we will return to the property to paint the post at a later date. Please keep in mind, that although Sugar Mountain takes every precaution, it is impossible to see underground piping, such as sprinkler systems, gas lines, dog fences, or cable TV lines. Any damages to dog fences, sprinkler systems, underground utilities or other objects will be the responsibility of the agent, or the agent's office. It is the responsibility of the real estate agent and/or homeowner to determine if approvals are needed from utility companies or if "Dig Safe" needs to be called to mark any underground utilities a minimum of 3 days before the order is placed to install the sign, and then mark a location that is clear of such hazards. Sugar Mountain does not contact homeowners directly for location information. If no marker is provided, Sugar Mountain will assume that all underground obstacles are below the 27 inches required for installation and not in the area where the sign will be installed. We are not responsible for any damages made to underground objects and if we are charged for damaged to underground objects, we reserve the right to bill the agent or agent's office for the damages.

7.) **Payments**

Payment is expected to be received in full within 30 days. Interest on past due amounts will be charged at 1.5%. If payment is not received by 60 days from the bill closing date, work may be suspended until payment is made. The three business day policy for sign installations and removals does not apply if your account is at least 60 days past due. If past due bills are sent to a collection agency or court action is required to collect money owed to Sugar Mountain, a \$500.00 collection fee, and court costs, and/or other collection fees may be charged.

The prices charged by Sugar Mountain for sign installation covers the cost of installing your signs. There is no charge for sign removals for signs that we install. Sugar Mountain reserves the right to remove any or all installed signs if past due invoice(s) are not paid in full within 61 days after the invoice date. The customer will still be responsible for all charges even if signs are removed due to non-payment. The person signing this agreement, the broker or owner of the office may be held responsible for past due invoices and collection fees.

8.) **Termination of Agreement**

Should your office or Sugar Mountain choose to discontinue service, a written termination of services agreement may be faxed to your office. You will be responsible for picking up your sign panels, riders, and any other office-owned equipment which will be made available by appointment only, after all due and past due invoices are paid in full. Sugar Mountain will remove signs for 60 days after the last sign was installed for your company or office. After 60 days has ended, your office will be responsible for immediately returning all posts that remain up within 1 week, or arrange terms for purchasing or paying for the posts that we show remain up. If no agreements are made to purchase, pay for, or return our posts, Sugar Mountain may remove any or all posts that are still up.

9.) **Inactive Customers**

If there are no transactions by a customer for a period of 4 months or more and there is no notification of termination of services, Sugar Mountain reserves the right to remove all standing signs and discard all panels and riders. Missing posts will be billed to the customer.

10.) **Policy Term**

From date of acceptance, which is the date that you or your company placed your first sign order by the web ordering system, fax, or phone, until terminated by Sugar Mountain in writing.

I am authorized to/and agree to the terms above _____

Sign Name Here

Title

Print Name

Date

Company Name