



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ as above plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 ½% per month (annual rate of 18%) will be charged on past due accounts. Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media. Maguire Iron, Inc. will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. This Agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. and signed by the Mayor City Manager or authorized agent for Woodland Camping Association, IA. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.* Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly.

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Woodland Camping Association, IA

MAGUIRE IRON, INC.

By: Mike Claven Pres.
(Name) (Title)

By: Edward Cox V.P.
(Name) (Title)

By: Jake Dugger 5-1-2020
(Authorized Agent) (Date)

Date Accepted: 5/2/2020
Upon acceptance, please provide two (2) signatures and date the agreement.