



**VOLKAN SIGNS & LIGHTING, INC.**  
 602 Lunt Avenue  
 Schaumburg, IL 60193  
 P: (847) 891-3155 F: (847) 891-3154

**VOLKAN SIGNS**

**VENDOR APPLICATION (Please Print or Type) Date:**

|                           |  |              |  |              |                         |             |  |              |  |            |
|---------------------------|--|--------------|--|--------------|-------------------------|-------------|--|--------------|--|------------|
| <b>Legal Company Name</b> |  |              |  |              |                         |             |  |              |  |            |
| <b>Phone #</b>            |  |              |  | <b>Fax #</b> |                         |             |  |              |  |            |
| <b>Email Address</b>      |  |              |  |              |                         |             |  |              |  |            |
| <b>Mailing Address</b>    |  |              |  |              | <b>Shipping Address</b> |             |  |              |  |            |
|                           |  |              |  |              |                         |             |  |              |  |            |
|                           |  |              |  |              |                         |             |  |              |  |            |
| <b>City</b>               |  | <b>State</b> |  | <b>Zip</b>   |                         | <b>City</b> |  | <b>State</b> |  | <b>Zip</b> |

|  |  |            |                          |           |                          |                      |  |                          |               |  |
|--|--|------------|--------------------------|-----------|--------------------------|----------------------|--|--------------------------|---------------|--|
| <b>How many years has your company been in business?</b> |  |            |                          |           |                          |                      |  |                          |               |  |
| <b>Union Association</b>                                 |  | <b>YES</b> | <input type="checkbox"/> | <b>NO</b> | <input type="checkbox"/> | <b>Which Unions?</b> |  |                          |               |  |
| <b>Who will be your contact person?</b>                  |  |            |                          |           |                          |                      |  |                          |               |  |
| <b>Permit Secural Contact</b>                            |  |            |                          |           | <b>Employee</b>          |                      |  | <input type="checkbox"/> | <b>Broker</b> |  |
|  |  |            |                          |           |                          |                      |  |                          |               |  |

**Describe your normal geographic area in which mileage charges are not assessed (Please attach a service map if you would like.)**

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**Installer Rates**

**Boom & Service Trucks (Non-sign companies should adapt this form or supply your own rate sheet)**

| <b>Year</b> | <b>Make</b> | <b>Boom Height</b> |
|-------------|-------------|--------------------|
|             |             |                    |
|             |             |                    |
|             |             |                    |
|             |             |                    |

|                               |  |
|-------------------------------|--|
| <b>1 Man &amp; Truck Rate</b> |  |
| <b>2 Men &amp; Truck Rate</b> |  |

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**VENDOR AGREEMENT**

As a vendor to Volkan Signs & Lighting, Inc. or one of its affiliates (collectively, the “Company” or “Volkan Signs & Lighting, Inc.”), \_\_\_\_\_ (“the Vendor”) recognizes that the Vendor or its employees may be entrusted with trade secrets and confidential or proprietary information (collectively, the “Proprietary information”) developed by Volkan Signs & Lighting, Inc. Examples of this Proprietary information include, without limitation, cost and pricing data, customer lists or names, customer specifications and requirements, analyses of competitive products, systems and processes and the like. During the course of the Vendor’s relationship with Volkan Signs & Lighting, Inc. or at any time thereafter, regardless of the reasons Volkan Signs & Lighting, Inc. and Vendor may cease doing business, the Vendor agrees not to use or disclose, directly or indirectly, any of this Proprietary information except as permitted, in writing, by Volkan Signs & Lighting, Inc., and agrees to use its best efforts to prevent its agents or employees from using or disclosing any such information. Moreover, the Vendor agrees to promptly inform Volkan Signs & Lighting, Inc. in writing if the Vendor or any employee or agent of the Vendor uses or learns of the use or disclosure by others of this Proprietary information. Any and all Proprietary information that Vendor uses or creates or to which Vendor has access during this Agreement, including any copies, excerpts and summaries thereof ( whether maintained in written, oriented or electronic form) is, and shall at all times remain the sole and exclusive property of the Company. If at any time this Agreement terminates, for whatever reason, vendor will return to the Company all of the Company’s papers, documents and things(and copies thereof), which are in Vendor’s possession or under Vendor’s control regardless of whether such papers, documents or things contain Proprietary information.

The Vendor agrees that, during the Restriction Period (defined below), the Vendor will not, on its own behalf or on behalf of any third party, directly or indirectly, hire, or assist someone else in hiring, or have discussions or communications (regardless of who initiates such discussions or communications) for the purpose of hiring, attempting to hire, or assisting someone else in hiring with, any person employed by or who acted as a consultant for Volkan Signs & Lighting, Inc. For purposes of this Agreement, “Restriction Period” means the term of the business relationship between the Vendor and Volkan Signs & Lighting, Inc. and the twenty-four (24) months following receipt by Vendor of any payment from Volkan Signs & Lighting, Inc.

The Vendor further agrees that, during the Restriction Period, Vendor shall not, without the prior written consent of Volkan Signs & Lighting, Inc., either directly or indirectly, on vendor’s own behalf, or on behalf of any third party, solicit, attempt to solicit or engage in discussions or other communications

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

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with (regardless of who initiates such discussions or communications), any Restricted Customer (defined below) with the purpose or intent of providing any services, or promoting, selling or obtaining orders for any competitive product, component, or service. For purposes of this Agreement, a “Restricted Customer” is any person, firm, corporation or other business or legal entity that, during any part of the twenty-four (24) month period immediately preceding any payment from Volkan Signs & Lighting, Inc. to Vendor, (i) was an actual customer of the company; (ii) participated in or influenced the purchasing decisions of any actual customer of the Company; (iii) used the products, components, or services purchased by any actual customer of the Company; or (iv) was solicited or serviced directly or indirectly by Company. This paragraph does not apply to those customers listed Attachment A.

Vendor acknowledges that Volkan Signs & Lighting, Inc. has legitimate interests in protecting and preserving the Proprietary information. Vendor acknowledges that customers have regular and repeated dealings with Volkan Signs & Lighting, Inc. that result in systematic sales and business relations, and that Volkan Signs & Lighting, Inc. receives habitual and consecutive business from customers to such an extent that Volkan Signs & Lighting, Inc. has a near-permanent relationship with such customers. Vendor also acknowledges that the Proprietary information (including, without limitation, customer lists and contacts) is not a matter of public or general knowledge, has been developed by Volkan Signs & Lighting, Inc. at substantial cost and expense, and is extremely valuable and could not be easily replicated. Vendor acknowledges that Vendor would not have any contact with any customer but for Vendor’s relationship with Volkan Signs & Lighting, Inc. Vendor acknowledges and agrees that the restrictions in this Agreement are reasonably necessary to protect the legitimate business interests of Volkan Signs & Lighting, Inc. and that, in particular, the time periods, territorial scope and scope of activity restricted by this Agreement are fair, appropriate, and reasonable. Vendor acknowledges that the Restricted Customers do not, in the aggregate, constitute a significant percentage, as the case may be, of the market for the products, components and services that are the subject of this Agreement, and that the terms of this Agreement will not prevent Vendor from engaging in any trade or business.

The Vendor represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, drug testing and confirmation that Vendor’s employees, representatives and sub-vendors are authorized to work in the United States, all to the extent permitted by law. Vendor further represents that through its hiring policies and procedures including background checks, it endeavors to hire the best candidates with appropriate character, disposition, and honesty. Vendor shall not knowingly or negligently permit an employee, representative, or sub-vendor to perform work relating to Company project when such employee, representative or sub-vendor: (a) has been convicted of a crime or has agreed to or entered into pretrial diversion or similar program in connection with: (i) a dishonest act or a breach of trust or (ii) a felony; or (b) uses illegal drugs.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

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Any materials shipped to Vendor in conjunction with this agreement remain the property of Company and shall be considered Bailed Property. The term “Bailed Property” shall mean and include any and all signs, equipment, tooling or other items owned by Company (or its customers) and furnished to Vendor directly or indirectly by Company. Vendor acknowledges that the Bailed Property is the property of Company, and that it shall not lend, rent, lease, pledge, transfer or otherwise dispose of the Bailed Property, or any part thereof, without the prior written consent of Company. Vendor shall provide written confirmation that it holds such Bailed Property for the benefit of the Company to third parties upon the Company’s reasonable request. If at any time Company affixes to the Bailed Property any labels, plates or other markings which identify or state that the Bailed Property is owned by Company, Vendor hereby agrees that it shall not alter, disfigure or remove any of said labels, plates or markings so affixed to the Bailed Property. Vendor agrees that it shall keep the Bailed Property free and clear of any and all unpaid charges, including any applicable federal, state or local taxes, and free and clear from any and all claims, attachments, liens, encumbrance or security interest of any kind whatever. Vendor shall promptly notify the Company of any third party that purports to have an adverse claim for alien or ownership interest in the Bailed Property. Vendor hereby agrees that Company shall have the right to at any time retake possession of the Bailed Property and remove the Bailed Property from Vendor’s premises or any other location. Vendor agrees that it shall assemble the Bailed Property at a place selected by Company if requested to do so by Company. Nothing in this agreement is intended to alter the vendor’s mechanics lien rights under applicable state laws.

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior written or unwritten arrangements or understanding with respect thereto. All parties represent that they are not relying on any representation, statement, or action by any other party except as expressly stated herein. This Agreement shall be governed by and interpreted in accordance with the substantive, internal laws of the State of Illinois without giving effect to conflict of laws Volkan Signs thereof, and shall not be construed strictly against the drafter thereof. This agreement may not be modified, amended, or revoked, except in a writing signed by all parties. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. This Agreement shall be binding on Company and the Vendor and their respective successors and assigns. This paragraph may not be orally waived.

The Vendor acknowledges that if the Vendor breaches this agreement, damages would be an inadequate remedy for Volkan Signs & Lighting, Inc. and that upon any such breach Volkan Signs & Lighting, Inc. shall be entitled to enforce the terms of this agreement by temporary or permanent injunction or mandatory relief without the necessity of providing damages or posting bond or other security, and without prejudice to any other rights or remedies available at law or in equity.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

|          |   |               |
|----------|---|---------------|
| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
| INSURED  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b> |
|          | INSURER A:  |               |
|          | INSURER B:  |               |
|          | INSURER C:  |               |
|          | INSURER D:  |               |
|          | INSURER E:  |               |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|------|-------|---|---------------|----------------------------------|-----------------------------------|--|
| A    |       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  |               |                                  |                                   | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES \$ <b>50,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> |
|      |       | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC   |               |                                  |                                   |  |
| B    |       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |               |                                  |                                   | COMB SINGLE LIMIT (Ea acc) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|      |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
|      |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$   |               |                                  |                                   | EACH OCCURRENCE \$ <b>1,000,000</b><br>AGGREGATE \$ <b>1,000,000</b><br>\$<br>\$   |
|      |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  |               |                                  |                                   | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>500,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>                            |
| B    |       | OTHER   |               |                                  |                                   |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Volkan Signs & Lighting, Inc. is named additional insured by contractual agreement between holder and this insured fol GL policy, forms CG2037 (07/04) and CG 2010 (07/04) or their equivalents, Auto policy and Umbrella policy with respect to work performed by insured for this holder. Such coverage is primary and non-contributory. Waiver of subrogation applies in favor of holder where permitted by law.

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| <b>CERTIFICATE HOLDER</b><br><br>Volkan Signs & Lighting Inc<br>602 Lunt Ave<br>Schaumburg, IL 60193 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE |
|--|--|