



## Installer Application

Contact Persona by phone (605-882-2244), by e-mail ([persona@personasigns.com](mailto:persona@personasigns.com)), or by fax (605-882-3521) if you have questions. When you've completed the form, please e-mail or fax it to Persona.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

DBA \_\_\_\_\_

Pay-to address including city, state, zip \_\_\_\_\_

Ship-to address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

E-mail \_\_\_\_\_

**Licenses and Certifications.** List all licenses including contractor's license, welding certificates or electrical license.

If so, is it held by the company? Or an individual employee?

License number	License type	Name on License	Expiration date	Area covered
1. _____				
2. _____				
3. _____				
4. _____				

What welding certifications are held by your company? \_\_\_\_\_

NOTE: Provide a copy of the welding certification(s) for each employee. Also provide copies of all other licenses (crane operator, electrical journeyman, etc) for all individual employees.

**Photos and documentation.** Persona requires photos and documentation of your previous work for review prior to approval as our vendor. Provide the following:

Weld photos from a multi-stage structure. You must provide progressive photos, showing plug welds, cap ring, and flange welding.

**Business enterprise.** Is your business  minority-owned?  Woman owned?  Disadvantaged-owned?

Unions represented \_\_\_\_\_

**Capabilities.** Mark all that apply.

- Structural Steel Erection ( Pylon Signs)  Steel Fabrication (Sign cabinets)
- Electrical Installation ( to comply with NEC)  Sign Assembly ( in-field/ on site)

**Equipment.** Mark all that apply.

- 45' crane  65' crane  85' crane  100' crane  115' crane  35' service truck  55' service truck  70' service truck

**Coverage area.** Please provide a map of the area serviced



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**Insurance coverage.** Please attach or forward a copy of your insurance certificate. Persona’s requirements are:

- Commercial General Liability:
  - \$1,000,000 for each occurrence
  - \$2,000,000 in General Aggregate
  - \$2,000,000 in Products/Completed Operations Aggregate
- Commercial Auto Liability:
  - \$1,000,000 Bodily Injury & Property Damage - CSL
- Workers Compensation:
  - \$500,000 or statutory requirements
- Umbrella:
  - Please list all Umbrella Policies.

We also require you to list Persona, Inc/ Holien, Inc /Anza, Inc / Sign Up Company as the certificate holder, and marked or listed as an additional insured with the following statement, **“Certificate Holder is an Additional Insured on the General Liability policy on a primary, non-contributory basis including on-going and completed operations using ISO endorsements CG 2010 07/04, and CG 2037 07/04 or equivalent. Additional insured on the Auto Liability policy. The General Liability, Auto Liability, and Workers Compensation policies include a Waiver of Subrogation in favor of the additional insureds. The Umbrella policy must follow-form.”** Finally, the certificate must have a cancellation clause of 10 days minimum written notice.

**Trade References.** These can be owners, architects, subcontractors, or sureties. Include company and contact name, address, and phone number. **Applications that do not include trade references will not be processed.**

Customers. (List at least two.)

Company 1 \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

Company 2 \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

Sub-contractors. (List at least two)

Company 1 \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

Company 2 \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

Sign Suppliers. (List at least two)

Company 1 \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

Company 2 \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

Include any additional information, notes or comments that you want to have considered with this application.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Because Terms and Conditions contain legal obligations, please read them carefully.

\* Quality - Persona expects installers to provide quality service that conforms to specifications and customer demands on a consistent and on-going basis.

\* Receiving – Check immediately for possible damage during shipment. Your responsibility is to open all crates/boxes while the freight carrier's driver is on site. You will not be able to claim concealed damage if you do not inspect before signing. Remember, once you sign, the merchandise and the responsibility is yours!

1. Installer is responsible for receiving and inspecting all product for damage. Be sure to open cartons and containers before signing Bill of Lading.
2. If product is missing or damaged, you MUST note the item, the discrepancy, and the condition on the Bill of Lading before you sign it! Be sure all copies are signed, not just the copy you receive. The driver must wait as they cannot leave until Bill of Lading is signed.
3. Send photos of all damage along with a copy of the signed Bill of Lading to Persona and call your Persona representative immediately to report the problem.

\* Pricing - Instructions must be followed as written on the purchase order. If work performed is not as specified on the purchase order, Persona will not be liable for any additional costs. Any additional charges that are not listed on the purchase order must be approved by Persona in writing before work commences. Persona will not be responsible for charges that are not pre-approved.

\* Warranty - Persona warrants its products for one year from date of the execution of the Purchase Order. This one year warranty is subject to all installation work being performed in a workmanship like manner that meets or exceeds all industry standards. Any defects or failure that are attributable to the manufacture's defect or design flaw shall be the responsibility of Persona. Any defects or failure that are in any way attributable to installer shall remain the sole responsibility of the installer, and the installer shall provide such warranty for a minimum of one year from date on installation.

\* Governing Law/Venue - Any action, suit or proceeding related to or arising out of this purchase order shall be governed solely and exclusively by the laws of the State of South Dakota. By entering into this Purchase Order, the Installer hereby submits specifically to the jurisdiction of the Third State Judicial Circuit, Codington County, South Dakota, whether any action be State and/or Federal, and hereby waives any further objections regarding the same. Any dispute connected herewith shall be governed by the laws of the State of South Dakota.

\* Arbitration - Any dispute that may arise under this purchase order and cannot be settled through negotiation will be subject to binding arbitration conducted by a mutually acceptable arbitrator. The arbitration will be conducted in Watertown, South Dakota, in accordance with the provisions of this Agreement and the Commercial Arbitration Rules of the American Arbitration Association. Expenses relating to the arbitration, including attorneys' fees, shall be paid by the party who the arbitrator determines has not prevailed. If neither party is successful or prevails in such action, each party will bear the full cost of its own attorney fees. Judgment upon the award rendered by the arbitrator may be rendered in Codington County, SD or the US District Court for the District of South Dakota, Southern Division.

- \* Timelines - Installation must commence in a timely manner.
- \* Payment - The purchase order amount shall be due forty (40) days after the receipt and approval of the installer invoice and all supporting documentation, including, but not limited to, completion photos and customer sign-off documents.
- \* 120 Day Cancellation Provision - In the event the installer does not satisfy all the requirements of the Purchase Order within 120 days of receipt of the installer invoice by Persona, Persona retains the right to settle the installer invoice less the cost Persona attributes to the unsatisfied requirements of the Purchase Order as payment in full.
- \* Indemnification - Installer shall defend, indemnify and hold Persona, Inc., affiliates, and its directors, officers, employees, stockholders, successors and assigns, harmless from and against any and all claims, liabilities, actions, suits, demands, obligations, settlements, judgments, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and costs) which arise out of bodily injury or death, or loss of or damage to property, resulting from any act or omission of installer.
- \* Liability Insurance - None of the insurance policies required by this agreement and identified below shall be subject to cancellation except after at least ten (10) days prior written notice to Persona, Inc., and the policy or policies or duly executed certificate or certificates for the same shall be provided to Persona at the commencement of the term and upon any renewal of said insurance not less than thirty (30) days prior to the expiration of the term of such coverage.

<b>Commercial General Liability:</b>	<b>Limit</b>
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Persona, Inc. and its wholly owned subsidiaries, agents, affiliates, owners, officers, directors, and employees shall be named as Additional Insured on the Commercial General Liability policy on a Primary & Non-Contributory basis. The Additional Insured coverage must extend to include both Ongoing Operations, plus Your Work and Products/Completed Operations. This can be accomplished by a combination of ISO endorsements CG 2010 (07/04), and CG 2037 (07/04), or equivalent. The Completed Operations coverage noted above must be maintained for no less than one (1) year following completion of the work performed pursuant to this agreement. The Commercial General Liability must include contractual liability, via the definition of an 'Insured Contract' equivalent to ISO form CG0001. A Waiver of Subrogation in favor of Persona, Inc., and its wholly owned subsidiaries, agents, affiliates, owners, officers, directors, and employees, must be included on the Commercial General Liability.

**Commercial Auto Liability**

Bodily Injury & Property Damage – CSL

**Limit**

\$1,000,000

Persona, Inc. and its wholly owned subsidiaries, agents, affiliates, owners, officers, directors, and employees shall be named as Additional Insured on the Commercial Auto Liability policy on a Primary & Non-Contributory basis. A Waiver of Subrogation in favor of Persona, Inc., and its wholly owned subsidiaries, agents, affiliates, owners, officers, directors, and employees, must be included on the Commercial Auto Liability.

**Workers Compensation**

Workers Compensation Coverage

**Limit**

Statutory Requirements

A Waiver of Subrogation in favor of Persona, Inc., and its wholly owned subsidiaries, agents, affiliates, owners, officers, directors, and employees, must be included on the Workers Compensation.

**Umbrella Insurance**

Upon execution of the Purchase Order, Installer shall provide to Persona, Inc. a Certificate of Insurance for any and all Umbrella policies.

The Umbrella policy must follow-form.

After reading these Terms and Conditions, please sign this page to signify your agreement and return this page to Persona. Commencement of work under this purchase order is acknowledgment and acceptance of the terms and conditions contained herein.

Persona, Inc.

Installer : \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

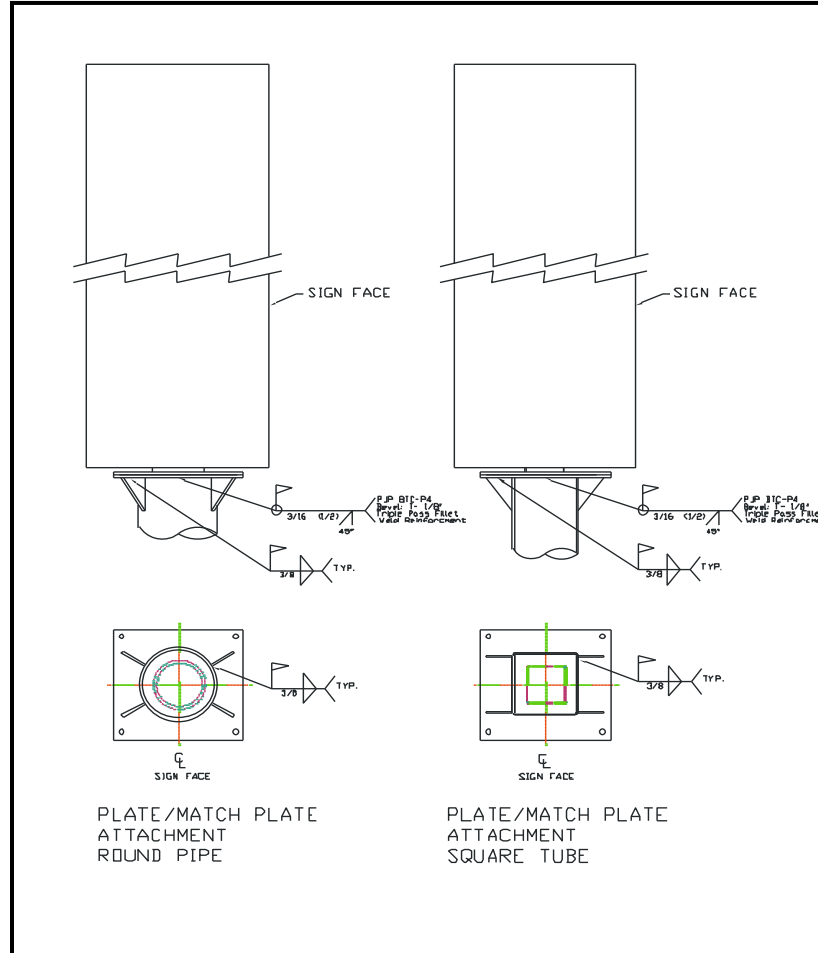
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## In-Field Welding Requirements

- For all sign structures with stamped, engineered drawings, all in-field welding must be performed by a AWS certified welder with recent documented currency, certified position being welded. (Capping or match plate welds would be an overhead position). For all other sign structures, all in-field welding must be performed by an AWS certified welder or equivalent.
- All welding should be done with 1/8" E7018 welding electrodes, preferably with a reverse polarity DC arc welder. If a DC arc welder is not available, use of acceptable but 1/8" E7018AC welding electrodes must then be used.
- Each welding pass shall have the slag chipped and wire brushed before any further welding can be done to prevent the possibility of imbedded slag in successive welds.
- All paint or other residue must be removed from area to be welded before any welding operation can be performed.
- On all cap ring and match plate installations, the outside diameter of the pole/pipe must be ground at a 45° angle to a depth not greater than 1/2 of the pipe wall thickness where the pipe and plate intersect.
- All match plate and cap ring welds must be a triple pass weld, with the root weld done first at the intersection of the two pieces of metal, the second bead over the root weld's lower edge (in the lower position), and the final, third pass directly above the second pass. The two final passes must be merged and bonded together. Undercutting at the edges of the welds is unacceptable.
- All plug welds must be welded, starting from the bottom of the plug hole, bonding the flange ring to the pole. After slag removal, subsequent welds must be made on top of each preceding weld until reaching the top of the plug hole. Continue this method until the complete plug hole is filled with fill metal. Grind smooth with outside surface of pole and paint. \*Please contact Persona if it is determined that there are any gaps between the flange rings OD and the ID of pole that exceed 1/8".
- All pick holes must be welded shut and ground smooth with outside surface of pole.
- Document all welding operations with clearly focused progressive photos that detail each step outlined above (EX: each pass of cap ring weld, each pass of plug weld, etc.) Photos must be taken close enough and in-focus to make a determination.



### In-Field Welding Requirements

These photos will be used to determine the quality of each welding step and the final results per the General Requirements, Nondestructive Testing Procedures – Visual Inspection in Section 6.9, Table 6.1 of the American Welding Association D1.1 standard.

- cut off the existing pole. The new match plate MUST then be welded to the existing pole per the procedures mentioned above. Any exceptions to this procedure MUST be approved in writing by Persona Warranty Department.
- On all plate/match plate applications, for both round pipe and square tube, included gussets are to be welded per the attached diagrams.
- If there are any questions, please call Persona (800-843-9888) for clarification. Either ask for the project manager you've been working with or Wes Wilkens. Do NOT assume any other methods of attachment will be approved for payment.

