



Proposal and Agreement of Sale

Sale Agreement #: _____
 Customer Name: Cesar Chavez Acad
 Sale Agreement Date: 6-24-2015

Innovative Modular Solutions, Inc. – PO Box #70 Oswego, IL Illinois 60543-0070
Telephone: 630-972-0500 -- Fax: 630-972-0555

Innovative Modular Solutions, Inc., an Illinois corporation (IMS) hereinafter referred to as "Seller", hereby submits for acceptance by:

Customer Billing Address:

Customer Name: Cesar Chavez Academy
 Address: 4100 Martin Street
 City, State, Zip: Detroit, Michigan 48210
 Customer Contact: Cindy Taraskiewicz
 Phone: (313) 300-6734
 Fax: (517) 333-4559

The Equipment will be located at:

Customer Name: Cesar Chavez Academy
 Address: 4100 Martin Street
 City, State, Zip: Detroit, Michigan 48210
 Site Contact: Javier Garibay
 Phone: (313) 300-6734
 Fax: (517) 333-4559

Hereinafter referred to as "Buyer", the following proposal to furnish the services and equipment described below for the prices indicated:

SCHEDULE OF VALUES:

I. ONE-TIME CHARGES:

Item	Quantity	Unit	Rate	Extension
Delivery	1	Lump Sum	\$6,343.00	\$6,343.00
Installation	1	Lump Sum	\$19,109.00	\$19,109.00
Foundation	1	Lump Sum	\$3,280.00	\$3,280.00
Decks, Steps, Ramp & Roof	N/A			
Electrical and Fire Alarm	1	Allowance	\$8,050.00	\$8,050.00
Architectural & Engineering			By Owner	By Owner
Building Permits / site drawings	1	Allowance	\$5,367.00	\$5,367.00
Plumbing	1	Allowance	\$7,015.00	\$7,015.00
SUBTOTAL ONE-TIME CHARGES				\$49,164.00

II. MODULAR BUILDING CHARGES:

Unit #'s	Size	Serial #'s	Sale Price
?	27-7" x 32'0"	?	\$71,074.00
SUBTOTAL MODULAR BUILDING CHARGES (excluding Taxes)			\$71,074.00

TOTAL CONTRACT VALUE (excluding Taxes)	\$120,238.00
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Building Warranty: A Six Month Warranty provided by Innovative Modular Solutions. Warranty covers mechanical systems and roof only. This is a used building and has been subject to normal wear and tear.

INSURANCE VALUATION OF MODULAR BUILDING: \$125,000.00

Payment Terms: Net 15 from date of Invoice



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Payment Schedule:

Due Date	Description	Amount Due
	Contract signed – deposit received	25%
	Upon commencement of site preparation	25%
	Site work, installation & punch list complete.	50%
	100% of all Change Orders (if required)	TBD

Other documents attached and incorporated by reference into this sale agreement:

- General Terms and Conditions of Sale Agreement
- _____
- IMS Proposal dated _____
- Building Floor Plans and Specifications
- Delineation of Responsibilities Worksheet
- Proposal Clarifications

IMS estimates that delivery of the equipment described above will require 12 weeks after IMS is in receipt of complete information and drawings approved by Buyer, and satisfactory financial arrangements have been made. This estimate is subject to paragraph 4 of the General Terms and Conditions, specified later in this agreement. Estimated ship date is the week of 11-1-2015. Building installation and finish will require approximately 4 weeks and is subject to State approval of construction plans and permitting process.

This proposal by IMS must be accepted in its entirety by Buyer within thirty (30) days from the date hereof, and acceptance shall be defined for the purposes of this Sale Agreement as receipt by IMS duly executed original hereof at its offices in Bolingbrook, Illinois, or personal delivery thereof to a duly authorized agent or representative of IMS. Buyer's acceptance of this proposal subsequent to thirty (30) days from the date hereof shall be deemed to be a counterproposal, which shall be subject to renegotiation.

IMS agrees to sell and the Buyer agrees to buy the above described equipment for the price and on the terms herein set forth, including the Terms and Conditions set forth specified later in this Proposal and Agreement, which Terms and Conditions are incorporated herein by reference.

This Agreement will not become binding and effective until signed by an authorized agent of the Buyer and an authorized agent of the IMS. Buyer warrants that the person signing in Buyer's behalf is authorized to enter into this agreement for the Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be accepted at the prices and upon the Terms and Conditions named herein and to be executed by a duly authorized agent.

SELLER:
Innovative Modular Solutions, Inc.

BUYER:

By: _____
Print: Patrick Carmody
Title: President
Date: _____

By: Lawrence T. Garcia
Print: Lawrence T. Garcia
Title: Board President
Date: July 9, 2015

1. Acceptance of this proposal shall constitute an agreement by Buyer to all the terms and conditions herein
2. In consideration of Seller furnishing the equipment described herein, Buyer shall pay to Seller the sum stipulated herein, subject to such additions or deductions relative to changes which may hereinafter be agreed upon between the parties in writing. Payment shall be made to Seller its offices at 297 E South Frontage Road, Unit B, Bolingbrook, Illinois 60440. Buyer shall pay Seller the invoice amount within fifteen (15) days of the invoice date, or sooner if stipulated on the front page hereof. In the event delivery of equipment for the project requires more than one shipment, Seller, may, at its option, render separate invoices for each shipment. If shipment of any part of the project is delayed Buyer's obligation for the remainder of the equipment shall not be affected thereby.
3. Unless otherwise specifically set forth in this agreement, it is specifically agreed and understood between the parties that the pricing provided herein does not include any state or local taxes or other governmental charge. Buyer shall be responsible for the payment of state or local taxes or other governmental charges which may be applicable to the sale covered by this agreement.
4. The delivery of equipment described herein is subject to delays in manufacture or delivery due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond the Seller's control which shall prevent the manufacture of equipment or the making of deliveries in the normal course of business. Buyer will not hold Seller responsible for liquidated damages or any other damages for delay which may be imposed upon Buyer from any other contract which Buyer may have entered into with respect to this project to which Seller is not a party.
5. Buyer is solely responsible for any and all additional materials, labor, site preparation and all other items on the project other than those specifically set forth herein.
6. Buyer shall be solely responsible for compliance with applicable local building codes, for obtaining any type of local building permits and licenses that may be required in the project, and for payment of state and local taxes which may be applicable to the sale covered by this Agreement. Seller is responsible for obtaining the a building permit from the State of Michigan.
7. Buyer agrees to indemnify and save harmless Seller against all losses, costs or damages incurred or paid by Buyer on account of any claim under Workmen's Compensation Acts or other employee benefit acts, any claim for damages because of bodily injury, including death, to Buyer's employees and all others and any claims for damages to property caused by, resulting from, or arising out of the performance of this Agreement. Buyer shall pay all attorney's fees and expenses incurred or paid by Seller on account of such claims; and Buyer, if requested by Seller shall assume and defend at its own expense any suit, action or other legal proceeding arising there from. This indemnity provision shall not apply when the cause or causes of loss or liability result from the negligent acts or omissions of the Seller.
8. Buyer agrees not to assign or transfer this Agreement or any part hereof or any amount payable hereunder, except with the prior written consent of the Seller.
9. THE BUYER SHALL:
 - a. Schedule his operations so that the erection, by the Seller, can be carried out in one continuous operation and in proper sequence. Should delays in preparation of the foundation and the site be encountered which would delay erection, Seller must be advised thereof not less than ten (10) days in advance of the tentative shipping date set by the Seller at the time of acknowledgement of order. In the event that the provisions of this sub-paragraph are not complied with, Buyer shall reimburse the Seller for actual costs and damages incurred, including a reasonable profit for the work performed thereon resulting from such delay. Any delay resulting there from shall extend the period of performance under this agreement by the period of delay.
 - b. Provide and maintain roadway to each building site so that trucks can drive alongside each building site; provide suitably leveled and compacted area adjacent to each building unit for the support of crane operation in erection; furnish power for the Seller's machine tools during the course of erection; and furnish necessary utility services required by the Seller in the performance of the contract at the job site.

General Terms and Conditions of Proposal and Agreement of Sale

10. Unless otherwise specified, additional expense caused by obstructions, either overhead or underground, demolition work, grading to bring site to level, or extra depth or width of concrete footings, foundations, or excavations caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans are to be paid for by the Buyer.

11. Buyer warrants that he owns, or has the right to construct buildings on, the property upon which the equipment as described herein is to be delivered, constructed or other work performed. Seller shall not be responsible for encroachments of any type. Buyer will assist in the selecting the locations of the modular buildings on each site and will approve such locations prior to the execution of any site work by Seller. Buyer warrants that the said construction will not violate zoning restrictions or other laws, and Buyer agrees to indemnify and hold Seller harmless from all loss or damage or liability which may result by reason of the construction of the said building or other work done, from any lack or defect of title, or by reason of said construction violating any zoning restrictions or other laws.

12. Buyer agrees not to interfere with the progress of the work, and not to occupy any portion of the building until all terms and conditions herein are fulfilled by both parties. Buyer further agrees not to permit any workmen other than those of Seller to work at or in the immediate vicinity of the building without Seller's written consent until Seller's work on the building is completed. Should any workmen or contractors or sub-contractors of Buyer perform any such work, Buyer will furnish to Seller in writing their names before such work is commenced. Buyer agrees to pay Seller for any damage that may be caused by anyone other than workmen or subcontractors of Seller to any construction work in process whatsoever.

13. No charge for labor or material furnished by the Buyer shall be allowed as a credit under this agreement unless authorized in writing by the Seller.

14. The Buyer shall obtain insurance naming Seller as sole insured on all Seller's property located on the building site, against loss by fire, lightning, wind, storm, riot, civil disobedience, earthquake, Act of God and against other perils ordinarily included under the extended coverage endorsement as well as any other insurance which the Buyer deems necessary upon the work covered by the proposal for the full insurable value thereof. The minimum coverage of said insurance shall be the fair market value of such property as established by the contract price contained herein. Such insurance shall also cover the following items whether they are in or adjacent to the structure insured, materials in place or used to be as part of permanent construction including surplus materials, temporary structures, scaffolding and stagings, protective fence, bridging, forms and miscellaneous materials and supplies. Insurance need not cover tools or equipment owned by or rented by the Seller. Buyer shall furnish to the Seller certificates of insurance on demand by Seller.

15. Expressly incorporated herein by reference are the plans and specifications relating to the equipment specified in this Proposal and Agreement of Sale.

16. In the event any act or thing required of Buyer hereunder shall not be done and performed in the manner and at the time or times required by this Agreement, Buyer shall thereby be held in default and all amounts due under the terms and conditions of this Agreement shall be payable immediately by Buyer to Seller, without demand by Seller. In addition Buyer will reimburse Seller for any legal fees and costs that become due as a direct result of Buyer's default of this Agreement and Buyer will pay to Seller interest at the rate of 18% per annum, calculated on a 360 days equals one (1) year basis, on the full sale price stipulated on the front page hereof. Interest will be calculated from the date said default takes place, through and including the date of Settlement.

17. The roof and mechanical systems are warranted for a period of six month against structural failure due to defective material or workmanship in the equipment manufactured, unless otherwise stated by warranties of Seller's supplier of purchased components. Such warranties will be conveyed to Buyer and Buyer will deal directly with the Supplier if a claim arises. Seller's liability is limited to replacing defective parts on an exchange basis, F.O.B. the project site. The warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "Normal" and therefore from this warranty if such conditions exist.

- a. Improper Maintenance.

General Terms and Conditions of Proposal and Agreement of Sale

- b. Installation in an area subject to heavy fall out or corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants and the like.
- c. Acts of God, vandalism, falling objects, external forces, explosion, fire, riots, acts of wars and radiation.

In the event that any defect is discovered by the Buyer, notice of the defect shall be given to the Seller in writing and such notice must be sent within the warranty period. The warranty is tendered for the sole benefit of the Buyer, the original Buyer, and is not transferable or assignable and further is void in the event that the product is removed from its original location of installation. **THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING WARRANTIES RELATING TO MERCHANTABILITY) EXCEPT THOSE STATED HEREIN.**

18. The warranty as outlined in Paragraph 17 is hereby specifically **EXCLUDED** as to materials and equipment currently owned and in possession of the Seller. Said material and equipment is sold in an "as is" condition with **NO WARRANTIES EXPRESSED OR IMPLIED.**

19. The failure by Seller to enforce at any time, or for any period of time, any one or more of the terms of this agreement shall not be a waiver of such terms and conditions or of Seller's right thereafter to enforce each and every term and condition contained herein.

20. Upon acceptance of this Agreement, together with all specifications, scope of work, and terms and conditions, this document shall constitute the entire agreement between Seller and Buyer. All prior and collateral representations, promises and conditions in connection with this project, and any representation, promise or condition not incorporated herein shall not be binding on either party.

21. Manufacturer's certificate of origin or title (if applicable) to the equipment described herein will be conveyed to Buyer within 30 days of payment in full to Seller.

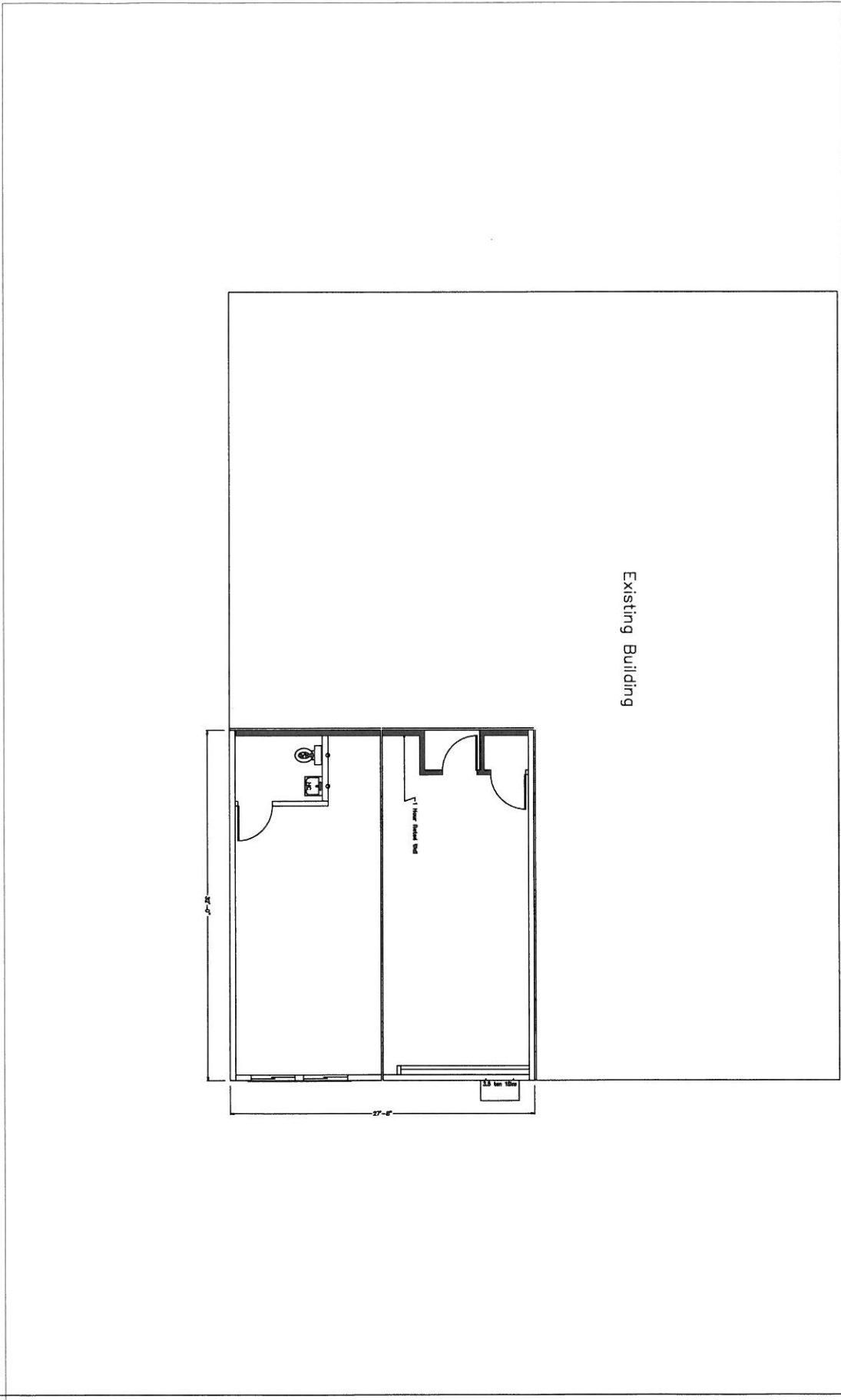
22. Definitions:

- a. Delivery - Date that the structures arrive at the site address.
- b. Substantial Completion - Date of written notice given by Seller to Buyer that structures are complete and available for Buyer's use.
- c. Ready for Shipment Date - Date of written notice by Seller to Buyer that structures are complete and available for shipment from the manufacturer.
- d. Equipment - The term equipment as used herein shall refer to the item or items provided by Seller as described in the IMS proposal.

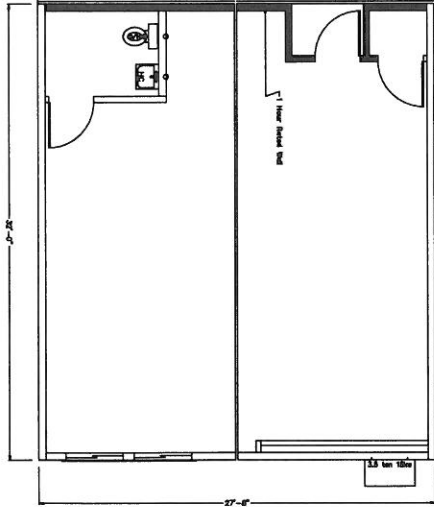
23. Stenographic and clerical errors are subject to correction.

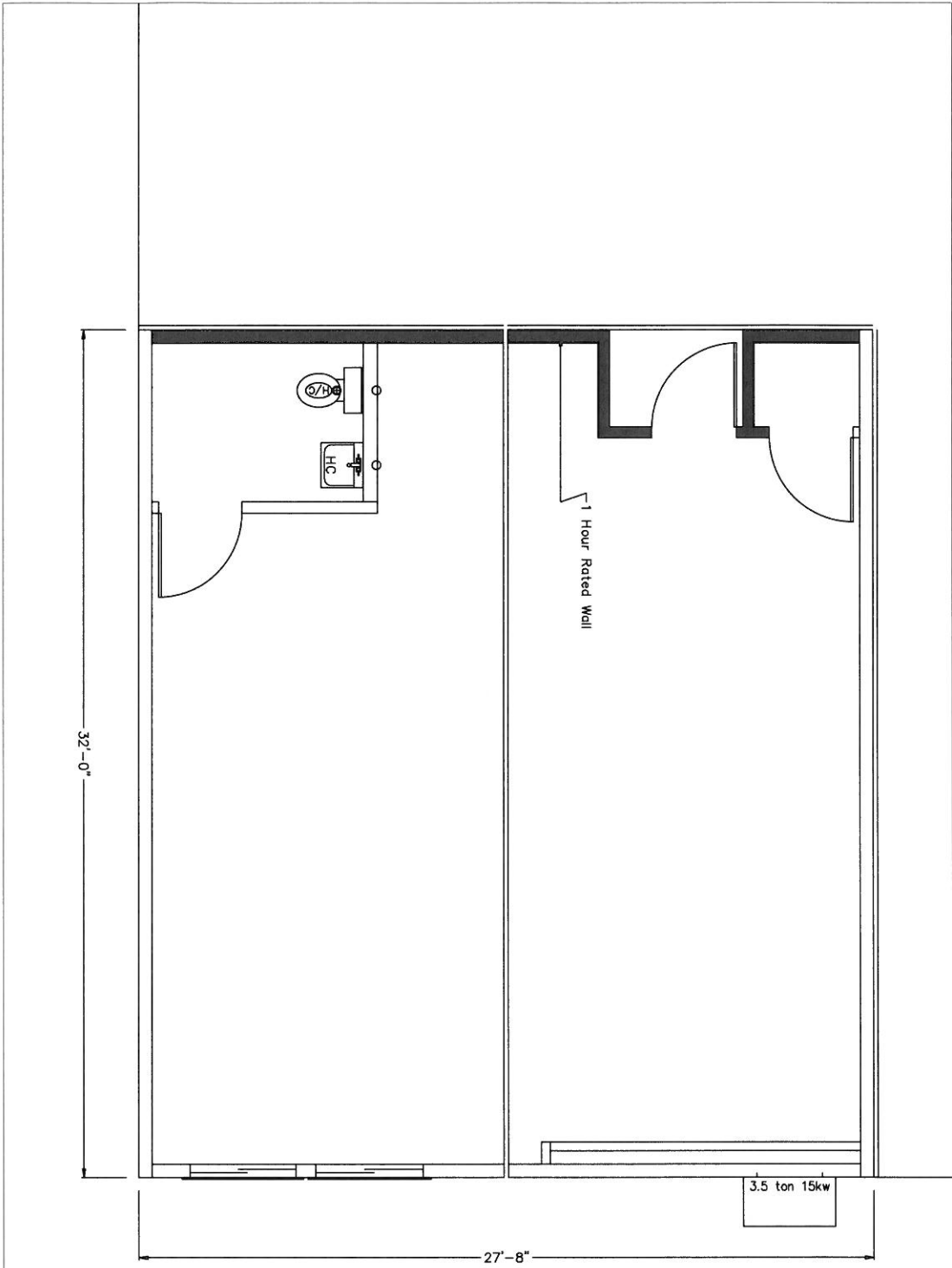
24. With respect to any equipment that has been used previously, Seller hereby assigns its rights but not its obligations, including but not limited to its obligation to deliver titles to the equipment to Buyer.

25. This Agreement and Terms and Conditions of Sale shall be construed in accordance by the laws of the State of Illinois.



Existing Building





Ceasar Chavez
 Modular Building
 Sheet Description
 Date: 6-19-2015
 Quote Number: Q101E
 Pipe Number: C1
 Scale: 1/8" = 1'-0"
 Drawn By: Kevin Maiden



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 297 E. South Frontage Road
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