THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-057

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND ARTISTIC HOLIDAY DESIGNS FOR THE PURCHASE OF SEVENTY-TWO (72)
CUSTOM, TRUMPET-SHAPED LIGHT POLE DECORATIONS

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

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CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Artistic Holiday Designs of Broadview, Illinois, a true and correct copy of such Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of August, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED this 21st day of August, 2018, by the President of the Village of Tinley Park.

[Signature]
Village President

[Signature]
Village Clerk
EXHIBIT 1

ARTISTIC HOLIDAY DESIGNS AGREEMENT
## Invoice

**Artistic Holiday Designs**

**Invoice No.** 114000
**Invoice Date:** 01/10/2018

**Seller Address:**
2030 Parkes Drive
Broadview, IL 60455
708-223-9308
www.ArtisticHolidayDesigns.com
Derek Norwood
derek@ArtisticHolidayDesigns.com

**Contact:** Sue Pall
**Phone:** 708-644-5049
**Email:** spall@tinleypark.org

**Biller Address:**
Village of Tinley Park
16300 S. Oak Park Ave
Tinley Park, IL 60477

**Shipping Method:** Sea and Rail
**Shipping Terms:** Invoiced here
**Delivery Date:** TBD
**Shipping Address:**
2030 Parkes Dr
Broadview, IL 60455

<table>
<thead>
<tr>
<th><strong>Product Photo</strong></th>
<th><strong>Reference #</strong></th>
<th><strong>Description</strong></th>
<th><strong>Ship Date</strong></th>
<th><strong>Quantity</strong></th>
<th><strong>Unit Price</strong></th>
<th><strong>Total Price</strong></th>
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<tr>
<td>Custom Trumpet Pole Décor</td>
<td>SPR572</td>
<td>Warm and pure white with green holly and red ornaments</td>
<td>72</td>
<td>$75.00</td>
<td>$</td>
<td>$4,140.00</td>
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**Invoice Subtotal** $4,140.00

**Shipping** $2,800.00

**TOTAL DUE** $6,940.00

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Once order is confirmed we will check our production and shipping schedules to confirm on time delivery for this year.

**Due upon acceptance of order** $22,100.00
**Due upon delivery of goods** $22,100.00
General Terms and Conditions

1. Agreement.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"). All statements or representations made by Seller with respect to goods to be delivered hereunder are incorporated in these Terms. No additions or modifications to these Terms shall be binding unless express written agreement is signed by Seller.

(b) Seller shall furnish Buyer with a copy of these Terms of Sale and the Invoice at the time of delivery of the Goods to Buyer. Buyer shall be responsible for compliance with all applicable laws, regulations, and orders of the government with respect to the purchase of the Goods and any other goods or services sold hereunder.

2. Delivery.

(a) The Goods will be delivered at such time and place as agreed between Seller and Buyer. Buyer shall inspect the Goods upon receipt and shall give Buyer a prompt notice of any claim or defects found. Buyer shall take all necessary steps to preserve the Goods, and no claims shall be made against Seller for damage to the Goods after delivery.

(b) Seller shall be responsible for all losses, damages, or delays in transit, including damage or loss during transit or storage.

3. Payment.

(a) Buyer shall pay for the Goods in accordance with the terms of the Agreement. Buyer shall be responsible for all shipping and handling charges associated with the delivery of the Goods.

(b) Seller reserves the right to withhold delivery of the Goods until the full amount due is paid.

4. Returns.

(a) Buyer may return any defective or damaged Goods within thirty (30) days of receipt, at Buyer’s expense, for repair, replacement, or credit. Seller may inspect the Goods upon receipt and may refuse any return that does not meet Seller’s inspection standards.

(b) Buyer shall pay for all costs associated with the return, including shipping and handling.

5. Title and Risk.

(a) Title to the Goods shall pass to Buyer upon delivery to Buyer or Buyer’s designated carrier.

(b) Risk of loss or damage to the Goods shall pass to Buyer upon delivery to Buyer or Buyer’s designated carrier.


(a) Seller represents and warrants that the Goods are free from defects in material and workmanship and are in accordance with the specifications and that Seller has the legal right to sell the Goods.

(b) Seller warrants that the Goods will conform to the specifications and that the Goods are free from defects in material and workmanship, and that Seller has the legal right to sell the Goods.

7. Limitation of Liability.

(a) Seller shall not be liable for any loss, damage, or expense incurred by Buyer resulting from the sale of the Goods, including, but not limited to, lost profits, lost savings, or other incidental, special, or consequential damages.

(b) Seller shall not be liable for any loss, damage, or expense incurred by Buyer resulting from the sale of the Goods, including, but not limited to, lost profits, lost savings, or other incidental, special, or consequential damages.

8. Indemnification.

(a) Buyer agrees to indemnify and hold Seller harmless from any claims, damages, or liabilities arising from Buyer’s use of the Goods.

(b) Buyer agrees to indemnify and hold Seller harmless from any claims, damages, or liabilities arising from Buyer’s use of the Goods.


(a) The terms and conditions of these Terms of Sale shall be governed by and construed in accordance with the laws of the state of New York.

(b) The terms and conditions of these Terms of Sale shall be governed by and construed in accordance with the laws of the state of New York.

10. Entire Agreement.

(a) These Terms of Sale constitute the entire agreement between Seller and Buyer and supersede all prior or contemporaneous oral or written agreements, understandings, or representations.

(b) These Terms of Sale constitute the entire agreement between Seller and Buyer and supersede all prior or contemporaneous oral or written agreements, understandings, or representations.
STATE OF ILLINOIS  )
COUNTY OF COOK    )    SS
COUNTY OF WILL    )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will
and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of
Resolution No. 2018-R-057, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE
VILLAGE OF TINLEY PARK AND ARTISTIC HOLIDAY DESIGNS FOR THE PURCHASE OF
SEVENTY-TWO (72) CUSTOM, TRUMPET-SHAPED LIGHT POLE DECORATIONS," which was
adopted by the President and Board of Trustees of the Village of Tinley Park on August 21, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the Village of Tinley Park this ______ day of ___________________ 2018.

[Signature]
VILLAGE CLERK