

MEMORANDUM OF AGREEMENT Made and entered into this sixth day of April, 1921, by and between the Western Display Company, a corporation, hereinafter referred to as the company, and the state of Minnesota, hereinafter referred to as the state, witnesseth that,

WHEREAS, pursuant to section 2631, General Statutes 1913, supplemented by chapter 64, Laws 1921, the secretary of state has duly advertised for bids for the manufacture and delivery to the state of 636,000 motor vehicle registration plates in accordance with specifications therefor included in said advertisement for bids, and pursuant to such advertisement the company and The Greenduck Company, a corporation, have submitted bids for the manufacture and delivery of such plates, which with the modifications hereinafter referred to are acceptable to the secretary of state, the state auditor and the state treasurer, constituting the state printing commission, hereinafter referred to as the commission, and

WHEREAS, for the mutual convenience of the parties and the expedition of delivery, in view of the limited time within which such deliveries are required, it has been agreed by the state, represented by the commission, by the company and by The Greenduck Company that the portion of said plates referred to in the specifications as "Series A", numbered 1 to 150,000 inclusive, shall be manufactured and delivered to the state by the company at the price per pair specified in The Greenduck Company's bid and the remainder of said plates by The Greenduck Company.

NOW, THEREFORE, It is mutually agreed between the parties hereto as follows:

The company agrees to manufacture, furnish and deliver to the state at the automobile department in the State

2263

Capitol at St. Paul, Minnesota, 150,000 pairs "Series A" automobile plates, numbered consecutively, beginning with 1 and ending with 150,000, and such additional number of plates of said series as the commission may require and may order from the company during the time this contract is in effect, such additional plates to bear additional consecutive or duplicate numbers in accordance with the requirements of the commission.

It is agreed that all plates shall be made of No. 26 gauge United States standard black steel, size, dimensions, design, lettering and packing as provided in the specifications which are on file in the office of the secretary of state and herein referred to as a part of this contract, except that plates bearing four numerals shall be 5-1/2 inches wide and 13 inches long, and those bearing five numerals, 5-1/2 inches wide and 15 inches long, in accordance with amendment to the specifications furnished to bidders before bids were received; envelopes to be as approved by the commission and to be substantially similar in design and quality to sample on file in the office of the secretary of state.

The company shall proceed with diligence in the manufacture and delivery of said plates and shall furnish and deliver 10,000 pairs, numbered 1 to 10,000 inclusive, on or before May 12, 1921, and 5,000 pairs each day thereafter (Sundays and holidays excepted), the first 5,000 to be numbered 10,001 to 15,000 inclusive, and subsequent deliveries following serially and in the order of delivery the remaining numbers of the series until delivery of the full 150,000 pairs of plates is completed, additional quantities of plates, including duplicates, to be as required by the commission from time to time during the contract term.

All materials and workmanship shall be first-class and fully equal to sample submitted with bid, and all plates furnished are guaranteed to withstand hard usage and the elements for the term of one year without deterioration, reasonable wear, tear and damage by the elements alone excepted, and the company, upon the order of the commission, shall refinish any and all plates that fail to comply with this specification.

The state will pay to the company in the usual course of state payments upon invoice as delivered 14.95 cents per pair for all plates required under the provisions of this contract.

It is estimated that the total contract price of all plates to be delivered under the terms of this contract is approximately \$22,500, and the company will furnish a bond to the state in that amount conditioned for the faithful fulfillment of the terms of the contract.

It is hereby declared that time is of the essence of this contract and if the company shall fail to make delivery of any of the plates required to be manufactured and delivered hereunder within the time stated herein, then the damages sustained by the state are hereby fixed and agreed upon and deductions will be made from the contract price accordingly, not as penalties, but as fixed and liquidated damages, that is to say: For each day's delay (Sundays and holidays excepted), until full satisfactory delivery shall have been made of each installment of plates in the manner and time as herein provided, there shall be deducted from the contract price of such plates, delivery of which is so delayed, at the rate of one-fifth of one per cent of the contract price thereof, but not in any case to exceed in all ten per cent of the contract

price. It is understood and agreed, however, that the deductions from the contract price as herein provided shall not limit the right of the state to rescind the contract for unexcused delay or other breach thereof, nor the right to any other proper remedy therefor. It is expressly understood and agreed, however, that time lost by the company in the making of deliveries by reason of strikes, riots, fires or other disasters, delays by transportation companies in making shipments, if the company shall be found by the commission to be without fault and the causes of delay shall be found by the commission beyond the control of the company, shall be excepted from this provision and the company will not be subjected to any deduction from the contract price in consequence thereof. But it is expressly understood and hereby declared that the question whether delays are due to the causes herein specified as excusing such delays shall be determined by the commission, and its determination thereof shall be conclusive and binding upon both parties to this contract.

It is hereby further agreed by way of inducement for prompt delivery that for each day that each installment of plates required is delivered in advance of the day set for such delivery, the company will be paid a premium of one-tenth of one per cent of the contract price for such plates.

It is further expressly understood and agreed that if the company shall not forthwith enter upon the performance of the contract or if there shall be any unreasonable delay in the manufacture and delivery of the plates herein contracted for, then notwithstanding the provisions herein contained for the allowance of deductions from the contract price by way of damages, the commission may annul this con-

tract and may purchase or procure the plates specified herein, or such part thereof as it deems proper, from other manufacturers or persons able to supply the same, paying such prices therefor as may be necessary to procure plates as nearly as practicable of the same quality, and charge to, demand and recover from the company the difference between the price so paid for such plates and the price stipulated in this contract, and the amount of such difference shall be paid by the company to the state on demand.

IN WITNESS WHEREOF the state has caused this agreement to be executed in its behalf by the commission and the company has caused it to be signed in its behalf by its proper officers the day and year first above written.

WESTERN DISPLAY COMPANY  
BY J. P. McManis Pres.

IN PRESENCE OF:  
J. W. Brown  
J. F. Jones  
Geo. Holm

THE STATE OF MINNESOTA  
BY Wm. H. Cull  
Secretary of State  
Mary W. State Trust  
R. P. Chase State Aud.  
State Printing Commission

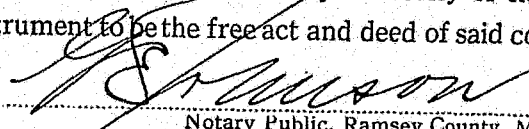
Approved  
Wm. H. Cull  
Secretary of State



STATE OF MINNESOTA, }  
COUNTY OF RAMSEY } SS

On this 6<sup>th</sup> day of April A. D. 1921, before me

appeared L. A. Green, to me personally known, who being by me duly sworn, did say that he is the attorney-in-fact of the National Surety Company, the corporation described in and who executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said L. A. Green, acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public, Ramsey County, Minnesota

My Commission Expires **SEPT. 20, 1924.**

and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and they each acknowledged said instrument to be the free act and deed of said corporation.

*[Handwritten Signature]*

Notary Public, Ramsey County, Minn.  
My commission expires SEPT. 20, 1924.

St. Paul, Minn.  
*April 11, 1921*

The within bond is  
hereby approved as to  
form and execution.

*Samuel McKean*

2263

*Approved*  
*W. M. Holm*  
*Secretary of State*