

DATE: 10/07/2022

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00140113

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: Munn Enterprises, Inc.

BUYER: MBUTTERY

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

60 Days

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

60 Days

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

30 Days

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 34504

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: Munn Enterprises, Inc.	
SIGNATURE: (Must be signed here)	TITLE: Vice President of Operations
PRINT OR TYPE NAME: Harold Munn	
ADDRESS: 7712 Highway 49 North	
CITY, STATE: Hattiesburg, MS	ZIP: 39402
TELEPHONE: (601) 264-7446	FAX: (601) 264-7449
EMAIL ADDRESS: haroldm@munnterprises.com	

TOTAL PRICE OF ALL BID ITEMS: \$ 126,767.00

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00140113

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	<p>Labor, Materials and Equipment Necessary to Provide and Install Decorative Sign for the Department of Ecosystem and Coastal Management</p> <p>0001 TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO FABRICATE AND INSTALL DECORATIVE SIGNAGE AT THE ENTRANCE TO THE BUCKTOWN HARBOR MARINA PER THE ATTACHED SPECIFICATIONS.</p>	\$ 126,767.00	\$ 126,767.00

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

MUNN ENTERPRISES, INC.
7712 Hwy. 49 North
Hattiesburg, MS 39402

is duly licensed and entitled to practice the following classifications

SPECIALTY: SHEET METAL AND/OR TEXTILE STRUCTURES; SPECIALTY: SIGNS, SCOREBOARDS,
DISPLAYS, BILLBOARDS (ELECTRICAL & NON-ELECTRICAL)



Expiration Date: September 25, 2024

License No: 34504

Witness our hand and seal of the Board dated,
Baton Rouge, LA 26th day of September 2021

Will S. McCP

Director

Lee Mallett

Chairman

Andy Dumas

Treasurer

This License Is Not Transferrable



MUNNENT365

EASMAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215

CONTACT NAME: Helen Breazeale, CISR

PHONE (A/C, No, Ext): (601) 583-5332

FAX (A/C, No): (601) 208-3057

E-MAIL ADDRESS: HBreazeale@fbbins.com

INSURED

Munn Enterprises, Inc.
7712 US Hwy 49
Hattiesburg, MS 39402

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Auto Mutual Insurance Company

25135

INSURER B: Luba Casualty Insurance Company

12472

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	10075590CP	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	10075592CA	5/21/2022	5/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	10075596CU	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	2822153	5/21/2022	5/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability and Auto Liability provide Blanket Additional Insured on primary and noncontributory basis with Waiver of Subrogation, as required by written contract with insured. General Liability Additional insured endorsement also includes products/ completed ops. Workers' Compensation provides Blanket Waiver of Subrogation as required by written contract with insured. Umbrella is follow form. All coverage is subject to policy terms and conditions.

Bid Number 50-00124173 Parish Department receiving goods and services

As required by written contract, Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council are added as Additional Insureds on Business Auto, General Liability and Umbrella Liability.

CERTIFICATE HOLDER

CANCELLATION

Jefferson Parish
Purchasing Department
200 Derbigny Street, Suite 4400
PO Box 9
Gretna, LA 70054-0009

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Munn Enterprises, Inc.
 7712 US Highway 49 North
 Hattiesburg, MS 39402
 (601) 264-7446
 www.munnenterprises.com

QUOTE

Quote Date: 10/13/2022

Quote Number: 0011806

Terms: Due Upon Receipt

Ship VIA: MUNN-INSTALL

Customer ID: JEF101

Be Bold In A Visual World

CUSTOMER Jefferson Parish Purchasing
 General Government Building
 200 Derbigny Street Suite 4400
 Gretna, LA 70053

LOCATION Jefferson Parish Dept. Eco & Coastal
 Bucktown Harbor
 US Coast Guard Road
 Gretna, LA 70053

CONTACT Mark Buttery	CONTACT E-MAIL MButtery@jeffparish.net	PHONE NUMBER (504) 364-2691	FAX NUMBER
SALESPERSON Harold Munn	SALESPERSON E-MAIL haroldm@munnenterprises.com	PHONE NUMBER (601) 606-8974	EXT

QTY.	ITEM CODE & DESCRIPTION	UNIT PRICE	AMOUNT
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BUCKTOWN HARBOR PARK SCULPTURE ENTRANCE FEATURE

1.00	MANUFACTURE 1EA DECORATIVE SCULPTURE ASA PER PROVIDED DRAWINGS & INSTALL IN DESIGNATED AREA. /MISC-SHOP Miscellaneous shop work, as specified.	88,765.25	88,765.25
1.00	/INSTALL Install miscellaneous product and/or materials, as specified.	38,001.75	38,001.75

SIGNAGE PERMITS

Permitting cost will be added to the contract after permits have been secured and included in the final invoice. Cost for permitting will include the actual cost of the permit plus any applicable staff time to obtain the permit at \$90/per hour (standard time is 2-4 hours).

Terms: A 50% deposit is required upon acceptance of contract and remainder due upon completion of job.

Credit Card Payments: All credit card payments will incur a 3% usage fee for the total amount charged. Munn accepts all major credit cards.

Net Order: **\$126,767.00**

Sales Tax: (NONTAX) **\$0.00**

Order Total: **\$126,767.00**

Deposit Required: **\$63,383.50**

All prices are before permit cost plus staff time to procure permits.

All primary electrical to be furnished to sign location, within five (5) feet, by others. Final connection will be provided by others if primary electrical is not present at time of installation.

Acceptance confirms quote #0011806 as an order and is subject to sales condition, on attached pages.

CUSTOMER ACCEPTANCE

Customer Signature

Print Name / Title

Date

MUNN APPROVAL

Munn Signature

Print Name / Title

Date

CONTRACT TERMS AND CONDITIONS**GENERAL TERMS, DELIVERY AND PERFORMANCE, AND WARRANTY**

1. **SCOPE, CANCELLATION OF AGREEMENT, AND TIMING:** This CONTRACT is made for specially-constructed equipment. This CONTRACT, if executed, does not allow for cancellation or changes unless approved in writing by MUNN ENTERPRISES, INC., (hereinafter "MUNN") and with all incurred costs paid by the PURCHASING PARTY (hereinafter "PURCHASER") prior to cancellation or change. Prices, terms, and conditions in this CONTRACT are offered for acceptance by PURCHASER within thirty (30) days from the date shown on the face of this CONTRACT.
2. **ACCEPTANCES OF AGREEMENT:** This CONTRACT shall not take effect until signed on behalf of PURCHASER and by an officer and sales representative of MUNN.
3. **MODIFICATION OF CONTRACT:** This CONTRACT represents the entire agreement between MUNN and PURCHASER. It is understood that no representative of MUNN has any power to change, modify, waive, or amend the terms of this agreement. Neither will be bound by any such change unless agreed to in writing and signed by both parties.
4. **COMMENCEMENT OF CONTRACT:** The work described in this CONTRACT shall not begin until this CONTRACT, signed by PURCHASER, is accepted by MUNN. A deposit in the amount of fifty percent (50%) of the CONTRACT's total price is also required to commence work, as is signed artwork and any other supporting specifications. The deposit of fifty percent (50%) of the CONTRACT's total price is due at the signing of this CONTRACT.
5. **TRANSFER OF AGREEMENT:** This CONTRACT shall be binding upon the respective successors and assigns of the parties. However, the interest of PURCHASER shall be transferrable only with the prior written consent of MUNN.
6. **LEGALITY:** It is agreed that this CONTRACT shall be construed according to the laws of the State of Mississippi.
7. **EXCLUSIVE AND LEGAL RIGHTS:** PURCHASER agrees to secure all necessary permissions for use of all registered trademarks or copyrights used on the sign.
8. **SUPERSEDING AGREEMENT:** This CONTRACT contains the full, final, and complete agreement of the PARTIES (MUNN and PURCHASER) and supersedes all prior agreements or representations, whether verbal or written. The PARTIES specifically agree that there are no other understandings of any nature concerning the subject of this CONTRACT unless specifically included therein.
9. **WAIVER OF BREACH:** The waiver by either party of the breach of any provision of this CONTRACT shall not operate or be construed as a waiver of any subsequent breach by either party.
10. **DELIVERY AND PERFORMANCE:** MUNN shall perform its obligations with due diligence but subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations, and other causes beyond reasonable control.
11. **LIMITED WARRANTY:** MUNN unconditionally warrants DISPLAY against defective workmanship and materials for one (1) year from the date of shipment or installation, if installation is performed by MUNN. Whenever there is any circumstance on which a claim may be based, MUNN must be immediately informed or the provisions of this warranty are voided. MUNN shall not be liable for any damages or losses other than the replacement of such defective work or material. This warranty shall not include damage or loss by any act of God, fire, windstorm, vandalism, or any other circumstance whatsoever beyond the control of MUNN. This warranty becomes null and void if DISPLAY is serviced by another company.

SPECIFICATIONS, STORAGE, INSTALLATION, AND ON-SITE CONDITIONS

12. **AGREEMENT TO SPECIFICATIONS:** PURCHASER agrees to all technical drawings, specifications, and artwork submitted by MUNN in accordance with this CONTRACT. PURCHASER agrees to pay any and all additional costs caused by structural changes, deviations, deletions, or inaccurate information provided by PURCHASER, including its agents, representatives, or assigns.
13. **COMPLETION INVOICING AND STORAGE FEES:** Any items not shipped or installed on or before thirty (30) days after CONTRACT date will be invoiced in full at the designated unit price. PURCHASER hereby agrees to pay said invoice within ten (10) days from invoice date. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of DISPLAY commencing at the end of said thirty (30) day period. MUNN, at its option, may invoice each item called for in this CONTRACT separately upon completion. If completion is delayed for reasons beyond the control of MUNN, MUNN may invoice for that portion of the work completed during any given month. In the event that the size and weight of any item prohibits storage by MUNN, PURCHASER must make arrangements for shipments upon completion and upon written notice by MUNN.

- 14. STANDARD INSTALLATION AGREEMENT:** Installation is predicated on standard conditions and does not take into consideration non-standard soil conditions, installations at inaccessible areas, non-standard building conditions, or other obstacles. Quotations for installation items on structures supplied by PURCHASER are predicated on the assumption that the structures furnished by PURCHASER are structurally sound for accepting MUNN goods with modification. Exterior or interior building rework required to support DISPLAY is not included in the MUNN quotation unless noted.
- 15. DESIGN, ENGINEERING, AND OBSTACLE PAYMENT AGREEMENT:** This CONTRACT may include the necessary structure and foundation for free-standing DISPLAY(s) based upon certain design criteria and engineering by MUNN. The design and engineering are based upon undisturbed soil, free from underground obstructions, and with a sub-surface water table no higher than the lowest point of the foundation required. In the event that disturbed soil, underground obstructions (including excess rock), or high sub-surface water level as herein set forth shall be encountered at the DISPLAY(s) location specified by PURCHASER, PURCHASER shall compensate MUNN, in addition to the CONTRACT price herein set forth, for all costs and expenses necessary to prepare the site for installation of the foundation and structure. PURCHASER shall have the alternative of selecting another site under the same terms and conditions herein set forth. If, after construction has been initiated, it shall be discovered that the site is unsuitable by reason of disturbed soil, underground obstruction, or high sub-surface water, then PURCHASER shall compensate MUNN for its costs and expenses for work expended on site, or if a different site is selected by PURCHASER, for its costs and expenses at any site where said obstacles are encountered.
- 16. UNUSUAL CONDITIONS:** PURCHASER agrees that the excavation of caliche, rock, hard pan, water, or unusual soil conditions are to be performed on a time and material basis at cost by MUNN unless otherwise agreed to in writing by both MUNN and PURCHASER.
- 17. PAINT AND PATCH:** MUNN shall not be responsible for painting the entire wall or signage area where DISPLAY is installed. MUNN will provide patching and limited painting of the area to include caulking any holes with paintable caulk and painting this caulk. MUNN may provide additional painting for an additional charge. MUNN cannot guarantee an exact match to existing paint colors.
- 18. ELECTRICAL SERVICE:** It is understood that all necessary primary electrical wiring, breaker boxes, disconnections, and connections to DISPLAY from the building meter and/or breaker box will be the responsibility of PURCHASER at the expense of PURCHASER. If MUNN agrees to, and can legally connect to an existing service, that service must be within five feet (5'-0") of DISPLAY location and must be on the exterior of the building. If a freestanding DISPLAY is to be connected, the service must be immediately adjacent to a support and extend at least twelve inches (12") above grade. MUNN may return to the DISPLAY location after installation to connect service for an additional charge to be agreed to in writing by both MUNN and PURCHASER. PURCHASER shall be responsible and shall pay all electricity used or needed by DISPLAY.
- 19. ON-SITE AND UNDERGROUND OBSTACLES:** MUNN shall not be responsible for the repair of any landscaping, sprinkler pipes, on-site underground utilities, asphalt, sidewalks, curbing, or other on-site or underground obstacles. Location and re-routing of all underground equipment not located through the 811 process are the responsibility of PURCHASER.

TITLE AND INSURANCE

- 20. TITLE:** Ownership of DISPLAY shall at all times remain in MUNN. PURCHASER hereby grants MUNN a security interest in DISPLAY until all of the payments are made and all of the conditions herein contained are fully satisfied, at which time PURCHASER shall be vested with full title to DISPLAY. In the event of default by PURCHASER, MUNN may at once (and without process of law) take possession and remove, as and when it sees fit, all materials used and intended for use in the construction of DISPLAY and any and all property called for in this CONTRACT without being deemed guilty of trespass. At the request of MUNN, PURCHASER shall execute and deliver to MUNN for filing wherever it may be required a financing statement evidencing MUNN's security interest in DISPLAY.
- 21. INSURANCE AFTER INSTALLATION:** PURCHASER shall bear all risk after delivery or installation has been completed (where installation is a part of this AGREEMENT). PURCHASER shall be responsible for insurance of DISPLAY upon completion of installation.

PERMITTING

- 22. PERMITTING AND ADDITIONAL PERMISSION REQUIREMENTS:** The PURCHASER agrees to secure all necessary governmental permits and/or all necessary permits from the building owner and/or others whose permission is required for the installation of DISPLAY. It is understood and agreed that PURCHASER is responsible for the cost of all permits and fees required by laws, ordinances, and government regulations. PURCHASER assumes all liability with regard to the same and all liability, public and otherwise, for damages caused by DISPLAY or by reason of it being on or attached to the premises.
- 23. PERMIT ACQUISITION:** MUNN shall not be obligated to commence construction of DISPLAY until public permits have been issued. If

such public permits are denied, after every reasonable effort by both parties to secure same, then this CONTRACT shall terminate without liability to either party except that PURCHASER shall pay MUNN for all manufacturing costs and other costs of performing this CONTRACT theretofore incurred by MUNN. PURCHASER is solely responsible for ensuring that, once issued, public and private permits shall not be revoked.

- 24. PERMITTING FEES:** Any agreement for MUNN to secure sign permits is for the convenience of PURCHASER only. MUNN assumes no responsibility for any erroneous information supplied by PURCHASER for permit purposes. Installation quotations do not include the cost of permits, the cost to obtain permits, or the cost of variance appeals required to obtain permits. In cases where MUNN has agreed to secure sign permits, there will be an extra charge for sign permits and administrative expenses incurred in securing such permits. MUNN reserves the right to assess additional charges for engineered foundation and structural drawings required for permit purposes. Any additional costs related to permitting will be invoiced to the PURCHASER upon completion of job.

PAYMENT DEFAULTS, TAXES, AND FEES

- 25. DELINQUENT PAYMENTS:** Payment for items purchased under the terms of this CONTRACT shall be made on receipt of invoices submitted. All amounts not paid when due according to the terms herein, including interest, shall bear interest at the highest rate allowed by law from the date of default until paid in full. In the event this CONTRACT is placed with an attorney for enforcement by MUNN, PURCHASER shall pay all costs of such enforcement, including MUNN's reasonable attorney fees.
- 26. TAXES:** All applicable taxes payable under the laws of the State into which the property is to be delivered or installed as mentioned herein shall be added to the price quoted, unless such tax is paid directly by PURCHASER. Should PURCHASER pay such tax directly, PURCHASER must provide MUNN proof of tax exemption at signing of CONTRACT.
- 27. CREDIT CARD PAYMENT FEES:** MUNN accepts Visa, MasterCard, Discover, and American Express for credit card payments. MUNN reserves the right to charge PURCHASER a fee equivalent to a certain percentage of the total transaction price. This fee is set in accordance with the surcharge policies of the relevant card network(s). This fee applies to each transaction conducted using a credit card.

PERSONAL GUARANTY: To induce MUNN to extend credit to PURCHASER, the undersigned do hereby personally and unconditionally guarantee the payment of all obligations and debts of PURCHASER to MUNN, including the payment of all interest and finance charges assessed and the costs of collection, including reasonable attorney's fees. The undersigned do further understand and agree that this obligation and guaranty shall be a primary and not a secondary obligation, continuing in nature, and payable immediately upon demand without MUNN having to first seek relief or recourse against PURCHASER.