HDLIVE

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32-Channel Audio Console

Karen Wiebe (Randall K Cooper High School)

January 11, 2022

WHO NOT HOW

HDLIVE
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Our team has over a hundred years of combined experience in everything from live audio mixing to control programming to stage managing national tours.

We proudly prioritize people and our planet over profits.

We are excited to get to know you and your team and help you achieve AV excellence!

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32-CHANNEL DIGITAL AUDIO MIXING CONSOLE - SALE

Hi Karen,

Unfortunately, the audio mixer we originally specified is out of stock and on backorder indefinitely.

I've attached here another great 32-channel digital mixing console that will still meet your needs well.

Let me know if you have any questions at all.

Thanks,

Aaron Hacker

AUDIO MIXER

AUDIO

QTY	DESCRIPTION	NOTES	PRICE	PRICE EXT	LABOR	LABOR EXT
1	Compact 32-channel/22-bus digital console/recorder		$2,999.00	$2,999.00	$0.00	$0.00

EQUIPMENT TOTAL	$2,999.00
LABOR TOTAL	$0.00
AUDIO MIXER TOTAL	**$2,999.00**

REMOTE STAGEBOX

AUDIO

QTY	DESCRIPTION	NOTES	PRICE	PRICE EXT	LABOR	LABOR EXT
1	Cat 6 550 MHz UTP Stranded Black Bulk Cable 1000ft		$199.00	$199.00	$300.00	$300.00
2	Custom IO Panel with four (4) Neutrik Ethercon jacks		$150.00	$300.00	$75.00	$150.00
1	16x8 AVB Stagebox		$899.00	$899.00	$0.00	$0.00

EQUIPMENT TOTAL	$1,398.00
LABOR TOTAL	$450.00
REMOTE STAGEBOX TOTAL	**$1,848.00**

INSTALLATION, PROGRAMMING, AND TRAINING

AUDIO

QTY	DESCRIPTION	NOTES	PRICE	PRICE EXT	LABOR	LABOR EXT
4	Training of Staff and Student of Operation of New System				$125.00	$500.00
1	Installation Tech #1				$300.00	$300.00
1	Installation Tech #2				$300.00	$300.00

EQUIPMENT TOTAL	$0.00
LABOR TOTAL	$1,100.00
INSTALLATION, PROGRAMMING, AND TRAINING TOTAL	**$1,100.00**

PROJECT SUMMARY

LOCATIONS

	EQUIPMENT	LABOR	TOTAL
AUDIO MIXER	$2,999.00	$0.00	$2,999.00
REMOTE STAGEBOX	$1,398.00	$450.00	$1,848.00
INSTALLATION, PROGRAMMING, AND TRAINING	$0.00	$1,100.00	$1,100.00
	LOCATIONS TOTAL		$5,947.00

SYSTEMS

	EQUIPMENT	LABOR	TOTAL
AUDIO	$4,397.00	$1,550.00	$5,947.00

LABOR & INTEGRATION

	HOURS	RATE	PRICE
INSTALLATION TECHNICIAN	14.00	$75.00	$1,050.00
TRAINING	4.00	$125.00	$500.00
	LABOR & INTEGRATION TOTAL		$1,550.00

SALES TAX		$0.00
	PROJECT TOTAL	$6,122.88

SHIPPING, TAXES AND OTHER FACTORS MAY NOT BE REPRESENTED HERE AND WILL APPEAR ON THE ACCEPTANCE PAGE

ACCEPTANCE

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PAYMENT SCHEDULE

- All design fees, document creation fees, and equipment sales costs are due on signing.
- All labor and programming fees are due on commissioning.
- Training fees are due on day(s) of scheduled training.

EQUIPMENT TOTAL	$4,397.00
SHIPPING TOTAL	$0.00
ENGINEERING	$0.00
INSTALLATION	$1,050.00
MANAGEMENT	$500.00
PROGRAMMING	$0.00
LABOR TOTAL	$1,550.00
FREIGHT	$175.88
SUBTOTAL	$6,122.88
TOTAL SALES TAX	$0.00
PROJECT TOTAL	$6,122.88

TERMS

HD LIVE LLC will sell, transfer and deliver to the Karen Wiebe (Randall K Cooper High School) on or before 60 business days after the first payment is received the good and services described in this proposal. Karen Wiebe (Randall K Cooper High School) agrees to pay the sum of this agreement for the equipment and services listed in this sales agreement under the following terms: (a) Karen Wiebe (Randall K Cooper High School) will accept the Goods and pay for the Goods and applicable freight and sales tax on those goods by cash, cashier's check, or wire transfer on signing of this agreement; and (b) Karen Wiebe (Randall K Cooper High School) will pay the balance by cash, cashier's check, or wire transfer when installation, tuning, and proper operation of the system is approved by Karen Wiebe (Randall K Cooper High School).

The Goods will be deemed received by Karen Wiebe (Randall K Cooper High School) when delivered to the Karen Wiebe (Randall K Cooper High School) at 2855 Longbranch Rd Union, KY 41091. HD LIVE LLC will provide freight to Karen Wiebe (Randall K Cooper High School)'s address. Services described in this document will be considered delivered and complete on the following conditions: (a) All equipment on the equipment list is installed properly and safely; (b) all equipment in the system is operating correctly; (c) the agreed upon training period is given to the management staff.

Karen Wiebe (Randall K Cooper High School) certifies that the structure that all equipment in this contract will be attached to has passed standard building and structural inspections, and that all materials are in capable of 100 percent of the materials generic ratings working ratings. Karen Wiebe (Randall K Cooper High School) is responsible to complete all electrical work as specified on any delivered and approved drawings for this project. HD LIVE LLC will have reasonable access to the venue on weekdays and evenings as needed as scheduled with Karen Wiebe (Randall K Cooper High School). Any instance of denied access to the venue resulting in loss of work scheduled in advance with Karen Wiebe (Randall K Cooper High School) will result in a 4-hour charge per worker at their respective hourly rates. Karen Wiebe (Randall K Cooper High School) is responsible to have all work upon which the HD LIVE LLC's work is contingent finished prior to arrival of HD LIVE LLC for the first scheduled day of installation. Any delay or postponement in work will result in those delayed hours being billed additional to this contract at each delayed workers' hourly rate for their position for that day. This work includes, but is not limited to electrical, network, and any other wire or equipment installation agreed upon in the proposal. All main floors and working areas must be clear of boxes, debris, and storage. Any delay in work or labor used to create a clear and safe working space will be billed additional to this contract at each delayed workers' hourly rate for their position for that day.

The risk of loss from any casualty to the Goods, regardless of the cause, will be on HD LIVE LLC until the Goods have been received by Karen Wiebe (Randall K Cooper High School). Karen Wiebe (Randall K Cooper High School) will provide at its expense, insurance on the Goods insuring HD LIVE LLC's and Karen Wiebe (Randall K Cooper High School)'s interest as they appear, until payment in full to HD LIVE LLC. HD LIVE LLC will warranty all final programming and system operation for **90 days** from the date of the event on which the system was first used to train staff of Karen Wiebe (Randall K Cooper High School). During this period, HD LIVE LLC will facilitate any factory warranty issues, including service calls, equipment replacement, and re-programming, at no additional cost. After 90 days, all programming service calls will be billed at HD LIVE LLC's standard rates. Additionally, all equipment warranties will be exclusively manufacturer's warranty. HD LIVE LLC agrees to facilitate any manufacturer's warranty claims at HD LIVE LLC's standard administrative rate. All Q-sys programming outside of the scope of warranty will be billed at the current Q-Sys programming rate (Rate = $125.00 per hour as of January 11, 2022). Karen Wiebe (Randall K Cooper High School) has been given the opportunity to inspect the Goods or to have it inspected and Karen Wiebe (Randall K Cooper High School) has accepted the Goods in its existing condition. Further, HD LIVE LLC disclaims any warranty as to the condition of the Goods. Title to the Goods will remain with HD LIVE LLC until

delivery and actual receipt of the Goods by Karen Wiebe (Randall K Cooper High School) or, in the alternative, HD LIVE LLC delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to Karen Wiebe (Randall K Cooper High School). HD LIVE LLC retains a security interest in the Goods until paid in full. Inspection will be made by Karen Wiebe (Randall K Cooper High School) at the time and place of delivery. Karen Wiebe (Randall K Cooper High School)'s failure to give notice of any claim within 10 days from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by Karen Wiebe (Randall K Cooper High School) of all claims with respect to the Goods. HD LIVE LLC will not be liable in any way for any delay, non-delivery or default in shipment due to delays in receipt of material from suppliers, labor disputes, transportation shortage, national states of emergency, pandemics, priorities, fires, accidents and other causes beyond the control of HD LIVE LLC or its suppliers. If HD LIVE LLC, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the Goods at the time specified or within one month after the date of this Agreement, then HD LIVE LLC will have the right to terminate this Agreement by notice in writing to the Karen Wiebe (Randall K Cooper High School) , which notice will be accompanied by full refund of all sums paid by the Karen Wiebe (Randall K Cooper High School) pursuant to this Agreement. Karen Wiebe (Randall K Cooper High School)'s exclusive remedy and HD LIVE LLC's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Karen Wiebe (Randall K Cooper High School). Karen Wiebe (Randall K Cooper High School) agrees to inspect and sign off on the quality and safety of all of the HD LIVE LLC 's work. The final contractual payment constitutes Karen Wiebe (Randall K Cooper High School) 's release of liability due to any malfunction or failure of any installed component, including but not limited to rigging hardware, wire rope, and low voltage wiring, up to and including negligence. By signing this contract, Karen Wiebe (Randall K Cooper High School) agrees to maintain adequate and proper personal property and injury liability insurance as required by any and all applicable business codes to Karen Wiebe (Randall K Cooper High School) 's sector of business. The HD LIVE LLC reserves the right to cancel this Agreement if (a) the Karen Wiebe (Randall K Cooper High School) fails to pay for any shipment when due; (b) in the event of the Karen Wiebe (Randall K Cooper High School) 's insolvency or bankruptcy; or (c) if the HD LIVE LLC deems that its prospect of payment is impaired. Any notice to be given or document to be delivered to either the HD LIVE LLC or Karen Wiebe (Randall K Cooper High School) pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail to HD LIVE LLC at 8061 Old Crow Ct., West Chester, Ohio 45069 and Karen Wiebe (Randall K Cooper High School) at 2855 Longbranch Rd Union, KY 41091. If any dispute relating to this Agreement between HD LIVE LLC and Karen Wiebe (Randall K Cooper High School) is not resolved through informal discussion within 14 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both HD LIVE LLC and Karen Wiebe (Randall K Cooper High School) . The cost of any mediations or arbitrations will be paid evenly by Karen Wiebe (Randall K Cooper High School) and HD LIVE LLC . This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. Karen Wiebe (Randall K Cooper High School) acknowledges that it has not relied upon any representations of the HD LIVE LLC as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

ACCEPTANCE

KAREN WIEBE (RANDALL K COOPER HIGH SCHOOL)

SIGNED	DATE
PRINT NAME	TITLE

HD LIVE LLC

SIGNED	DATE
PRINT NAME	TITLE