

Date: June 9, 2026

Project Name: Browning Springs Middle School Football

Project #: 230597

<p>1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 211 2nd Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Steve Garwood Email: Steve.Garwood@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4712</p>	<p>2. BUYER NAME AND ADDRESS: Hopkins County School District (the "Buyer") 2135 North Main Street Madisonville, KY 42431 Attn: Marty Cline Email: marty.cline@hopkins.kyschools.us Telephone: 502-825-6000</p>
<p>3. OWNER NAME AND ADDRESS: Hopkins County School District 2135 North Main Street Madisonville, KY 42431 Attn: Marty Cline Email: marty.cline@hopkins.kyschools.us Telephone: 502-825-6000</p>	<p>4. SHIPPING NAME AND ADDRESS: Browning Springs Middle School 357 W Arch Street Madisonville, KY 42431 Attn: Stuart Staples Email: stuart.staples@5-starelectrillc.com Telephone: 270-543-4386</p>
<p>5. WARRANTY CONTACT: Hopkins County School District 2135 North Main Street Madisonville, KY 42431 Attn: Marty Cline Email: marty.cline@hopkins.kyschools.us Telephone: 502-825-6000</p>	<p>6. FACILITY NAME AND ADDRESS: Browning Springs Middle School 357 W Arch Street Madisonville, KY 42431</p>
<p>7. INVOICES: Please remit invoices to: Hopkins County School District 2135 North Main Street Madisonville, KY 42431 Attn: Marty Cline & Crystal Carlton Email: marty.cline@hopkins.kyschools.us crystal.carlton@hopkins.kyschools.us Telephone: 502-825-6000</p>	

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8. **EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the “Equipment”) in accordance with the “Total Price” paragraph of this Agreement:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 8 – Total Light Control® TLC-BT-575 BallTracker® factory-aimed and assembled luminaires
- 18 – Total Light Control® TLC-LED-1200 factory-aimed and assembled luminaires
- 2 – Total Light Control® TLC-LED-900 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- 60 - 2 ft galvanized steel poles
- 70 - 2 ft galvanized steel poles
- 4 Pre-cast concrete bases with integrated lighting grounding

With Controls

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Built to the following specifications:

- Driver input voltage: 240
- Phase to pole: 1 phase
- Structural integrity: based upon IBC, 2015, 115 mph, Exposure C
- Light level(s): 30 footcandles

9. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to: Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.

10. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system.

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

11. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the “Services”):

Installation – refer to the Installation Scope of Work in Exhibit A.

12. **CONSTANT 25™ WARRANTY – CONTROL AND MONITORING PROGRAM (the “Warranty”)** – Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

- **Warranty service begins:** on the date of product shipment
- **Expiration date:** 25 years from date of shipment
- **Services:** control, monitoring, and maintenance
- **Light levels:** as specified in Musco design documents
- **Spill light control:** as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents

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13. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$299,000.00 plus applicable taxes is payable as follows.

- \$299,000.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Sourcewell (contract number 041123-MSL)

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1.5%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

14. TAXES – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

Taxable

Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

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15. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? Yes No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

16. DELIVERY – Normal delivery to the shipping address indicated above is 8 to 10 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the “Total Price” paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco’s substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

17. NO RETAINAGE/WARRANTY – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco’s Warranty Department (877-347-3319). Musco’s Equipment and its performance are sold subject to Musco’s written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

18. **EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
19. **LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
20. **SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
21. **DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any lease, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
22. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
23. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

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24. EEO COMPLIANCE – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

25. CONDITIONS OF AGREEMENT

- a. APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

HOPKINS COUNTY SCHOOL DISTRICT

MUSCO SPORTS LIGHTING, LLC

Acceptance

Acceptance

Date

Date

Signature

Signature

Name and Title

Name and Title

Please remember to return all pages of this agreement.

EXHIBIT A.

**Browning Springs Middle School Football
Madisonville, Kentucky
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. ***Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.***
5. ***Pay any power company fees and requirements.***
6. ***Pay all permitting fees and obtain the required electrical permitting.***
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans (if required).

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report, or soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities**General:**

1. Obtain any required permitting.
2. Contact your local udig for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
11. Complete and submit Musco provided closeout checklist including required pictures.

Demolition:

1. Disassemble and leave at owner designated location on-site the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (4) Light-Structure System foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (4) dressed Light-Structure System poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new 400A 240/1ph electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document.
 - a. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
 - b. Circuits: Homerun all circuits to poles.
 - i. If electrical plans require daisy-chained circuits, make connections on the dual-conductor rated disconnects in Musco electrical components enclosures or within precast base above ground level. Do not create underground wiring connections.
 - c. In ground pull box requirements: Only 12" deep (minimum) concrete polymer underground handholes and lids are allowed.
 - i. 12 in deep (minimum) concrete polymer pull box and lid.
 - ii. Place on top of 12 in compacted $\frac{3}{4}$ in aggregate rock.
 - iii. Lids must be marked with "ELECTRIC".
 - iv. Steel lids are not allowed.
 - v. Do not create underground wiring connections in pull box.
4. Provide as-built drawings upon completion of installation (if required).
5. Complete required insulation resistance tests on all current-carrying conductors per ANSI/NETA ATS-2021.
 - a. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Note conduits must be full of water prior to testing.
 - b. Add water to conduits if not full. Any new conductors with resistance values less than (<) 100 M Ω - phase to ground - must be repaired or replaced to meet the standard.
 - c. Any existing conductors with resistance values less than (<) 100 M Ω - phase to ground - must be reported to your local Musco representative.

Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.