

# DAKTRONICS QUOTE # 460382-2-3

Town of Prescott Valley  
 Brian Witty  
 7501 East Civic Circle  
 Prescott Valley, AZ USA86314  
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4/Jun/2015  
 Quote valid for: 90 days  
 Terms: Net 30 with Purchase Order  
 FOB: DAKTRONICS  
 Delivery: Call for production time

**Reference: Retrofit**

Item No.	Model	Description	Qty	Price
1	Retrofit; Incand to LED, SO-1424-21 w/ AllSport 5000	Retrofit; Incand to LED, SO-1424-21; This price includes Amber LED digits, LED driver(s), harnesses, Allsport 5000 console w/ radio (including inserts & soft sided carrying case) and radio receiver necessary to retrofit a scbd from incand to LED digits. The pricing also includes onsite installation. Digit Color: AMBER Weight: Packaged 265 lbs per display	2	\$17,181.00
2	Taxes	Taxes - 8.68%	1	\$1,491.31
3	FREIGHT	Shipping to site	1	\$539.00
4	Installation Supervision	Travel Time for Daktronics Technician	1	\$315.00
<b>Services</b>				
5	G2C2-W	Two Year Warranty - Parts Coverage - G2G2	1	

<b>Total Price Including Sales Tax: \$19,526.31</b>
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Please reference listed sales literature: DD1628366 for G2C2-W, DD1823614 for Retrofit; Incand to LED, SO-1424-21 w/ AllSport 5000



**Exclusions:**

- Electrical Installation
- Structure
- Power
- Technical Support/Installation Support
- Signal Conduit
- Applicable Permits
- Front End Equipment
- Physical/Mechanical Installation
- Foundation
- Hoist
- Engineering Certification
- Labor to Pull Signal Cable
- Electrical Switch Gear or Distribution Equipment

Unless expressly stated otherwise in this Quote # 460382-2 Rev 3 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

**Installation Responsibilities:**

If applicable please reference Attachment A for Installation Responsibilities.

**Ad/ID Copy Approval Process**

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.

Ronald Gadus  
PHONE: 602-908-2306  
FAX: 605-697-4746  
EMAIL: Ronald.Gadus@daktronics.com

Samantha Brooke  
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FAX: 605-697-4746  
EMAIL: Samantha.Brooke@daktronics.com

**Terms And Conditions:**

The Terms and Conditions which apply to this order available on request.

- SL-02375 Standard Terms and Conditions of Sale [www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf) revised as attached
- ~~SL-02374 Standard Warranty and Limitation of Seller's Liability~~ [www.daktronics.com/terms\\_conditions/SL-02374.pdf](http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- ~~SL-07862 Software License Agreement~~ [www.daktronics.com/terms\\_conditions/SL-07862.pdf](http://www.daktronics.com/terms_conditions/SL-07862.pdf)
- SL-04116 Graphic File Standards [www.daktronics.com/terms\\_conditions/SL-04116.pdf](http://www.daktronics.com/terms_conditions/SL-04116.pdf)

**Acceptance:**

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, ~~the Standard Warranty and Limitations of Liability, and/or the Software License Agreement~~ (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**Purchase Order Information:**

Town of Prescott Valley

PO# \_\_\_\_\_

PO Date \_\_\_\_\_

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	
<b>Ship To:</b>	
_____	
Company	
_____	
Contact Person	
_____	
Address	
_____	
City	
_____	
State	Zip
_____	_____
Telephone	
_____	
Fax	
_____	
Email	
_____	

<input type="checkbox"/> Same as Ship to	
<b>End User:</b>	
_____	
*Company	
_____	
Contact Person	
_____	
Address	
_____	
*City	
_____	
*State	*Zip
_____	_____
Telephone	
_____	
Fax	
_____	
Email	
_____	
*Required Information	

<b>BILL TO (if different from quoted address):</b>	
_____	
Company	
_____	
Contact Person	
_____	
Address	
_____	
City	
_____	
State	Zip
_____	_____
Telephone	
_____	
Fax	
_____	
Email	
_____	

# DAKTRONICS STANDARD TERMS & CONDITIONS

Unless otherwise defined herein, all defined terms within these Standard Terms and Conditions shall have the same meaning and definition as provided elsewhere in the Agreement.

1. **Scope of the Work.** The scope of the obligations of Daktronics under these terms and conditions shall include the Equipment, any licensed Software, any services provided in connection thereto (the "Services"), if any, and the Warranty, each as defined in the Contract Documents (collectively, the "Work").
2. **Change Orders.** The parties, without invalidating the Agreement, may modify the scope of the Work. The modifications shall be referred to as "Change Orders." The parties shall mutually agree in writing as to the cost or credit from a Change Order as well as any modifications in delivery time: which written agreement shall be an express condition precedent to the effectiveness of any Change Order. Daktronics shall not perform any Change Order or change directive or any other such modification order without the prior written approval of both parties.
3. **Software.** All Software, including firmware, which is furnished to Purchaser, is licensed to the Purchaser per the terms and conditions of the Software License.
4. **Conditions Precedent.** The obligations of Daktronics in this Agreement are subject to the express condition precedent that Purchaser shall perform its obligations under the Agreement. Daktronics may, in its sole discretion, waive these conditions.
5. **Payment Terms.** Payment terms shall be "pay with order" or as otherwise stated on the quote or the Sales Agreement. If the Payment Terms in this Section 5 and the quote or Sales Agreement are inconsistent, then the Payment Terms stated in the quote or Sales Agreement shall control. Daktronics reserves the right to require payment in advance and to otherwise modify credit terms based upon the credit review. Daktronics will include a monthly service charge of 1.5% per month on amounts outstanding after the due date. Daktronics may accept partial payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of Daktronics' right to collect the remaining balance, notwithstanding Daktronics' endorsement of a check or other negotiable instrument. Purchaser shall be liable for any and all costs and expenses (including attorney's fees) incurred by Daktronics in enforcing any provision of this Agreement.
6. **Cancellation.** In the case Purchaser cancels an order for convenience, Daktronics, in its sole discretion, may charge a cancellation and restocking fee of up to 50% of the purchase price to recover costs.
7. **Delivery and Risk of Loss.** All purchases shall be delivered FOB Daktronics' facility. Purchaser shall bear the risk of loss once the Equipment is delivered to the Purchaser at the Daktronics' facility. Daktronics shall coordinate the shipment of the Equipment and shall ship the Equipment in accordance with Purchaser's instructions. Daktronics shall not be responsible for damage occurring to the Equipment during shipment. If for any reason Purchaser is not able to take delivery of the Equipment, Daktronics may, at its sole discretion, store the equipment. All costs of the storage, including taxes and insurance, shall be immediately payable by Purchaser upon demand by Daktronics. Unless otherwise specifically noted and where the shipping terms dictate that Purchaser takes delivery at Daktronics site, Purchaser shall determine any export license requirements, to obtain any export license or other official authorization, and to carry out any customs formalities for the export of the goods.
8. **Installation.** Subject to the terms and conditions of the Agreement, the Purchaser shall perform its respective obligations, if any, as designated on in the Contract Documents. Purchaser shall fully cooperate with Daktronics in connection with the installation of the Equipment. The Purchaser agrees and acknowledges that Daktronics may subcontract any of the Work to third parties selected by Daktronics; provided, however (i) nothing herein shall create any contractual relationship between the Purchaser and any subcontractor; and (ii) Daktronics shall be fully responsible hereunder for the performance, actions and omissions of Daktronics' employees, all subcontractors and all other persons or entities performing any of the Services on the project described herein, as if such performance, actions and omissions were those of Daktronics.
9. **Acceptance: Substantial Completion.** "Acceptance" shall be defined as follows: (a) in the case of the sale of Equipment without installation by Daktronics, Acceptance will occur upon delivery of the Equipment; (b) in the case of the sale of Equipment with installation by Daktronics, Acceptance will occur upon: (a) Substantial Completion (as defined below); and (b) the provision of all Services in accordance with the requirements of this Agreement, (except services which are on-going in nature, such as warranty services); (c) the completion and documentation of testing and other reviews demonstrating that the Equipment and the Services meet all the requirements of this Agreement; and (d) delivery to the Purchaser of such testing and review documentation.  
  
"Substantial Completion" means the operational availability of the Equipment to the Purchaser in material accordance with its specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.
10. **Title.** Title to the Equipment shall pass from Daktronics to the Purchaser upon Acceptance. No transfer, renewal, extension or assignment of this Agreement or of any interest therein shall operate as a payment or transfer of title to the Purchaser or in any manner relieve the Purchaser of its obligations. No title shall pass to Purchaser with respect to Software which is furnished, solely on a license basis.
11. **Security Interest.** Daktronics reserves, and Purchaser grants to Daktronics, a first priority, purchase money security interest in the Equipment until such time as the Purchase Price has been received in full by Daktronics. Purchaser shall execute and deliver such further documents as reasonably requested by Daktronics to preserve and perfect such security interests, including but not limited to Uniform Commercial Code financing statements, if applicable.
12. **Lien Waiver.** Upon payment of all amounts owed under the Agreement and subject to any additions or subtractions by Change Order, Daktronics shall irrevocably waive and release any and all rights to serve or record any lien, verified statement of claim, or claim against any payment or performance bond arising from Daktronics' provision of the Work.
13. **Warranty.**

## COVERAGE

- A. Daktronics warrants to the original end-user that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of two (2) years (the "Warranty Period"). The Warranty Period shall commence on Substantial Completion. The Warranty Period shall expire on the two anniversary of the commencement date.
- B. Daktronics' obligation under this Warranty is limited to, at Daktronics' option, replacing or repairing, any Equipment or part thereof that is found by Daktronics not to conform to the Equipment's specifications. Unless otherwise directed by Daktronics, any defective part or component shall be returned to Daktronics for repair or replacement. This Warranty does not include on-site labor charges to remove or install these components. Daktronics may, at its option, provide on-site warranty service. Daktronics shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during regular working hours. Regular working hours are Monday through Friday between 8:00 a.m. and 5:00 p.m. at the location where labor is performed, excluding any holidays observed by either Purchaser or Daktronics.
- C. Daktronics shall pay ground transportation charges for the return of any defective component of the Equipment. All such items shall be shipped by Purchaser DDP Daktronics designated facility. If returned Equipment is repaired or replaced under the terms of this warranty, Daktronics will prepay ground transportation charges back to Purchaser and shall ship such items DDP Purchaser's designated facility; otherwise, Purchaser shall pay transportation charges to return the Equipment back to the Purchaser

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and such Equipment shall be shipped Ex Works Daktronics designated facility. All returns must be pre-approved by Daktronics before shipment. Daktronics shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

D. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from the Seller does not extend the Warranty Period.

E. Defects shall be defined as follows. With regard to the Equipment (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided by Daktronics does not impose any duty or liability upon Daktronics for partial LED pixel degradation nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

## EXCLUSIONS:

A. Any damage caused by the improper installation, adjustment, repair or service of the Equipment by anyone other than personnel of Daktronics or its authorized repair agents;

B. Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning, humidity control, or other environmental conditions outside of the Equipment's technical specifications such as extreme temperatures, corrosives and metallic pollutants, or (iv) any other cause other than ordinary use;

C. Damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Daktronics' reasonable control;

D. Failure to adjust, repair or replace any item of Equipment if it would be impractical for Daktronics personnel to do so because of connection of the Equipment by mechanical or electrical means to another device not supplied by Daktronics, or the existence of general environmental conditions at the site that pose a danger to Daktronics personnel;

E. Any damage arising from the use of Daktronics products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Daktronics;

F. Third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, batteries and LCD screens;

G. Incorporation of accessories, attachments, software or other devices not furnished by Daktronics; or

H. Paint or refinishing the Equipment or furnishing material for this purpose.

14. Warranty Disclaimer. Purchaser acknowledges and assumes all risks and liability resulting from the handling, storage and use of the Equipment. The Warranty shall become null and void if the Purchaser alters the Equipment in a manner inconsistent with the specifications of the Equipment. Further, the Warranty shall become null and void if the Purchaser, its employees, representatives, or subcontractors (not Daktronics) improperly repairs or alters the Equipment in a manner inconsistent with the Equipment manufacturer's standards or recommendations.

15. Confidentiality. To the greatest extent permitted by law, Purchaser shall consider all information, including the terms and conditions of this Agreement, furnished by Daktronics to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Agreement unless Purchaser obtains written permission from Daktronics to do so. This confidentiality requirement shall apply but is not limited to drawings, specifications, or other documents prepared by Daktronics for Purchaser under this Agreement. Purchaser shall provide confidential information only to those of its agents, servants and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Agreement.

16. Use of Image. Purchaser agrees and consents to allow Daktronics to make reference to the installed Equipment, the Purchaser or the premises, use their respective logos, trademarks or any other graphical representation of the Equipment, or use photographs of the installed Equipment or list the installed Equipment and facility in any material of any kind used or produced by or at the direction of Daktronics of any kind, without the prior written consent of the Purchaser; provided, however, that Daktronics may not, without prior written consent do any of the foregoing in a manner which implies endorsement by Purchaser.

17. Default. Daktronics reserves the right to terminate this contract and accelerate all amounts due and payable if Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates or otherwise fails to comply with this Agreement, or any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the contract, applicable statutes, or the common law. Selection of a remedy by Daktronics shall in no way be construed as a waiver of other remedies available to Daktronics. If Purchaser fails to perform any covenant or obligation under this Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics under this Agreement or any other agreement between the parties, Daktronics shall be excused from the performance of any of its obligations under this Agreement and any other Agreement it has with the Purchaser until such time as said default is cured, if ever.

18. Indemnity. To the greatest extent permitted by law, Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any and all liability, losses, damages, costs or expenses (collectively, "Losses") arising out of or in any way related to: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right in any material, information, technology, process, or data regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

19. To the greatest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), or (ii) any claim against Daktronics by reason of or alleging any unauthorized or infringing use by Daktronics of any copyright, trademark, or other intellectual property right in any material, information, technology, process, or data provided by Purchaser and used by Daktronics at the direction of the Purchaser.

20. Existing Structure. Except to the extent Daktronics is specifically responsible for any structural element per the Agreement, Purchaser represents and warrants that the existing structure, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, power supplies, or any other foundation or

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existing structural elements (the "Existing Structure") shall be adequate to support the weight, size, windload, and all other technical specifications of the Equipment and shall hold Daktronics harmless from any failure of any Existing Structure.

21. **Limitation of Liability.** Daktronics' liability shall be limited under the warranty clause herein, if the applicable warranty period described in that clause has not expired. . No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

22. **Force Majeure.** Daktronics shall be excused from any liability under this Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of the Daktronics, including without limitation acts of God, natural disaster, labor or material shortages, war, earthquakes, acts of terrorism, etc.

23. **Assignment.** Unless otherwise stated, the Purchaser may not assign this Agreement, or any portion thereof, without the written consent of Daktronics.

24. **Acceptance of Terms.** Daktronics' acceptance of Purchaser's order is on the express condition that only the terms and conditions set forth in the Agreement shall apply to the sale. Any term, provision or condition in conflict with, in addition to or in modification of any of the terms and conditions of the Agreement shall not be binding upon Daktronics. Daktronics' failure to object to any term or condition contained in any communication from Purchaser shall not be deemed a waiver of the terms and conditions herein.

25. **Taxes.** Unless otherwise stated, the Purchase Price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Daktronics, however designated, levied or based on amounts payable to Daktronics under or in connection with this Agreement. Purchaser shall immediately pay upon demand the full amount of any such applicable Tax and shall hold harmless and indemnify Daktronics from the claims of any governmental authority asserting that any such Tax is due and payable. Purchaser must present an exemption certificate if it claims any exemption from Tax. Absent presentation of an exemption certificate, all applicable Taxes shall be added to the purchase price of the Equipment.

26. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Arizona without regard to its conflict of law principles. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The parties consent to the jurisdiction and venue of the courts of Arizona for any action, suit or proceeding. This Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement and may not be modified except by writing. This Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Agreement may be executed in counterparts. Each party hereto shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law.

27. **CONFLICT-OF-INTEREST.** This Contract may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.