

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO AUDIO VISUAL TECHNOLOGIES GROUP, INC.'S AGREEMENT
PURSUANT TO BUYBOARD CONTRACT NO. 739-24**

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Audio Visual Technologies Group, Inc., (“AVTG”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted AVTG's Proposal (Project Number: 103643) and A/V System Integration Terms & Conditions, (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of a specified EOC A/V refreshment (collectively the "Services"); and

WHEREAS, County desires that AVTG provide Services as will be more specifically described in this Agreement; and

WHEREAS, AVTG represents that it is qualified and desires to perform such Services;
and

WHEREAS, the parties wish to utilize BuyBoard Contract No. 739-24, incorporated fully by reference, for the purchase of the Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, AVTG will render Services to County as described in Exhibit A, and, as applicable, in accordance with the requirements of BuyBoard Contract No. 739-24, which expires May 31, 2025.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. AVTG may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice(s) submitted by AVTG, County shall notify AVTG no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend

County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** AVTG clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Thirteen Four Hundred Ninety-Eight dollars and 52/100 (\$113,498.52), specifically allocated to fully discharge any and all liabilities County may incur. AVTG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that AVTG may become entitled to and the total maximum sum that County may become liable to pay to AVTG shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirteen Four Hundred Ninety-Eight dollars and 52/100 (\$113,498.52). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** AVTG expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by AVTG shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless AVTG for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees or any damages incurred by AVTG in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, AVTG hereby verifies that AVTG and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AVTG does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AVTG does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AVTG does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, AVTG ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** AVTG may use County's name without County's prior written consent only in any of AVTG's customer lists, any other use must be approved in advance by County.

12. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of BuyBoard Contract No. 739-24, then, as applicable, the terms and conditions of BuyBoard Contract No. 739-24 controls to the extent of the conflict.
13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **Compliance with Laws.** AVTG shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, AVTG shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- AVTG in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
17. **Independent Contractor.** In the performance of work or services hereunder, AVTG shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of AVTG or, where permitted, of its subcontractors. AVTG and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

20. **Remote Access.** As applicable, if AVTG requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of AVTG's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before AVTG is granted remote access to County Systems:

- (A). AVTG will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). AVTG will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. AVTG will not access County Systems via unauthorized methods.
- (C). AVTG's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for AVTG to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). AVTG will allow only its Workforce approved in advance by County to access County Systems. AVTG will promptly notify County whenever an individual member of AVTG's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. AVTG will keep a log of access when its Workforce remotely accesses County Systems. AVTG will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of AVTG's Workforce is provided with remote access to County Systems, then AVTG's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of AVTG to comply with this Section may result in AVTG and/or AVTG's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for AVTG, is under the direct control of AVTG, whether or not they are paid by AVTG and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

{Execution Page to Follow}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

AUDIO VISUAL TECHNOLOGIES GROUP, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: AVTG's Proposal (Project Number: 103643) and A/V System Integration Terms & Conditions

i:\agreements\2024 agreements\purchasing\it\audio visual technologies (24-it-100825)\addendum to audio visual technologies group, inc.'s agreement (kcj - 8.5.2024)

Exhibit A

(Follows Behind)

**** Proposal ****

7/12/2024



Audio Visual Technologies Grp
12502 Exchange Dr., STE 404
Stafford, TX 77477
281-240-2100 Fx 281-240-2250

Project Number: 103643

For :

FBC - OEM
NEW SCOPE PARTS FOR OEM

This ** Proposal ** is Valid for 30 Days.

**** Proposal ** to:**

FORT BEND COUNTY AUDITOR
PURCHASING
PURCHASING
301 JACKSON ST SUITE 201
RICHMOND, TX 77469
Tel: (281)341-8640

Project Site:

FBC - OEM
LEE POWELL
307 FORT RD.
RICHMOND, TX 77469

Tel: 346-481-6155

Fax: 832-612-4998

Qty	Mfr-Part No.	Description	Unit Price	Extended
FBC-OEM - SCOPE PART ADDS & INSTALLATION SERVICES				
BUYBOARD 739-24				
EOC MAIN FLOOR				
SWITCHING, CONTROL, and SCALING				
1	VIS-DUETD-2	VISIONARY DUET 2 DECODER W/DANTE	1,147.00	1,147.00
4	VIS-DUETE-2	VISIONARY DUET 2 ENCODER W/DANTE	1,147.00	4,588.00
1	CRE-USB-EXT-2-REM OTE	CRESTRON USB OVER CAT EXTENDER	353.00	353.00
1	CRE-USB-EXT-2-LOCAL-1G-B	CRESTRON USB OVER CAT WALL PLATE - LOCAL	423.00	423.00
1	CRE-TSW-1070-B-S	CRESTRON 10.1 WALL MOUNTED TOUCH PANEL, BLACK	2,172.00	2,172.00
4	OFE-CABLE-BOXES	OWNER FURNISHED CABLE BOXES		
AUDIO				
1	BIAMP-TESIRAFORTE DAN CI	FIXED I/O DSP WITH 12 ANALOG INPUTS, 8 ANALOG OUTPUTS, 8 CHANNEL	3,032.00	3,032.00
SYSTEM CABLING				
6	OFE-HDMI-CABLES	OWNER FURNISHED HDMI CABLE - 6'		
2	OFE-CBL-HD-12	OWNER FURNISHED 12' HDMI CABLE		
2000	LIBERTY-16-2C-P-BLK	LIBERTY BLACK COMMERCIAL GRADE GENERAL PURPOSE 16 AWG 2 conductor plenum cable	329.00 M	658.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
100	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR unshielded cable	501.00 M	50.10
EQUIPMENT RENTAL				
1	AVTG-RENTAL	RENTAL OF SCISSOR LIFT	1,218.00	1,218.00
MEDIA ROOM 109				
FLATPANEL DISPLAY				
1	OFE-DISPLAY	OWNER FURNISHED DISPLAY		
1	CHIEF-TS525TU	CHIEF THIN SWING ARM (LARGE)	536.00	536.00
SWITCHING, CONTROL, and SCALING				
2	VIS-DUETD-2	VISIONARY DUET 2 DECODER W/DANTE	1,147.00	2,294.00
1	ICR-ICRON USB 3104 RAVEN 3-2-	ICRON USB 3104 RAVEN 3-2-1_USB EXTENDER KIT	1,494.00	1,494.00
1	EPI-ESP1440	EPIPHAN PEARL MINI LIVE VIDEO PRODUCTION SYSTEM	4,688.00	4,688.00
1	OFE-SAN- SDSDXXU-064G-ANCI N	SANDISK 64GB SDXC MEMORY CARD		
1	CRE-TSW-770-B-S	CRESTRON 7" WALL MOUNTED TOUCH PANEL	1,460.00	1,460.00
AUDIO				
1	SHURE-UA221	PASSIVE ANTENNA SPLITTER/COMBINER KIT.	160.00	160.00
2	SHU-UA834WB	SHURE ACTIVE DISTRIBUTION ANTENNA	160.00	320.00
2	SHU-UABIAS-T-US	SHURE BIAS-T MODULE	74.00	148.00
2	SHURE-UA864US	WALL-MOUNTED WIDEBAND ANTENNA	435.00	870.00
1	AUD-ADP-DAO-AU-0X2	AUDINATE DANTE 2-CHANNEL OUTPUT ADAPTER	249.00	249.00
SYSTEM CABLING				
10	OFE-HDMI-CABLES	OWNER FURNISHED HDMI CABLE - 6'		
2	OFE-CBL-HD-12	OWNER FURNISHED 12' HDMI CABLE		
200	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR unshielded cable	501.00 M	100.20

Qty	Mfr-Part No.	Description	Unit Price	Extended
100	LIBERTY-22-1P-CMP-E Z-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO 22 AWG 1 pair shielded plenum cable	286.00 M	28.60
DIVISIBLE TRAINING ROOM 122				
FLATPANEL DISPLAY				
2	OFE-DISPLAY	OWNER FURNISHED REAR DISPLAYS		
SWITCHING, CONTROL, and SCALING				
4	VIS-DUETD-2	VISIONARY DUET 2 DECODER W/DANTE	1,147.00	4,588.00
2	EPI-ESP1440	EPIPHAN PEARL MINI LIVE VIDEO PRODUCTION SYSTEM	4,688.00	9,376.00
1	NET-GS108PP	NETGEAR 8 PORT GIGABIT ETHERNET POE SWITCH	131.00	131.00
2	CRE-TSW-770-B-S	CRESTRON 7" WALL MOUNTED TOUCH PANEL	1,460.00	2,920.00
2	CRE-HD-WP-4K-401-C	CRESTRON 4K MULTI WIND PROCESSOR-HDMI/HD BASET	4,541.00	9,082.00
4	CRE-HD-DA2-4KZ-E	1:2 HDMI« DISTRIBUTION AMPLIFIER W/4K60 4:4:4 & HDR SUPPORT	283.00	1,132.00
AUDIO				
2	AUD-ADP-USB-AU-2X2	AUDINATE DANTE AVIO 2X2 USB TYPE A I/O ADAPT	178.00	356.00
SYSTEM CABLING				
300	LIBERTY-24-4P-P-L6S H-BLK	BLACK CATEGORY 6 F/UTP EN SERIES 23 AWG 4 PAIR, SHIELDED shielded cable	886.00 M	265.80
2	OFE-HDMI-CABLES	OWNER FURNISHED HDMI CABLE - 6'		
2	C2G-01105	CABLES TO GO 6' CAT6 CABLE - BLACK	6.00	12.00
JIC - ROOM 108				
SWITCHING, CONTROL, and SCALING				
2	VIS-DUETD-2	VISIONARY DUET 2 DECODER W/DANTE	1,147.00	2,294.00
1	CRE-TSW-770-B-S	CRESTRON 7" WALL MOUNTED TOUCH PANEL	1,460.00	1,460.00
SYSTEM CABLING				

Qty	Mfr-Part No.	Description	Unit Price	Extended
300	LIBERTY-24-4P-P-L6S H-BLK	BLACK CATEGORY 6 F/UTP EN SERIES 23 AWG 4 PAIR, SHIELDED shielded cable	886.00 M	265.80
2	OFE-HDMI-CABLES	OWNER FURNISHED HDMI CABLE - 6'		
COMMAND ROOM 115				
SWITCHING, CONTROL, and SCALING				
2	VIS-DUETD-2	VISIONARY DUET 2 DECODER W/DANTE	1,147.00	2,294.00
1	CRE-TSW-770-B-S	CRESTRON 7" WALL MOUNTED TOUCH PANEL	1,460.00	1,460.00
SYSTEM CABLING				
300	LIBERTY-24-4P-P-L6S H-BLK	BLACK CATEGORY 6 F/UTP EN SERIES 23 AWG 4 PAIR, SHIELDED shielded cable	886.00 M	265.80
2	OFE-HDMI-CABLES	OWNER FURNISHED HDMI CABLE - 6'		
CONFERENCE/BREAKOUT ROOMS 112, 116, 212, & 233				
SWITCHING, CONTROL, and SCALING				
4	CRE-TSW-770-B-S	CRESTRON 7" WALL MOUNTED TOUCH PANEL	1,460.00	5,840.00
PROJECT SUBTOTAL:				67,731.30
AVTG INSTALLATION SERVICES				
THIS WILL INCLUDE THE FOLLOWING:				
- 2 HOUR EMERGENCY RESPONSE DURING NORMAL BUSINESS HOURS - MON.-FRI. 8AM-5PM.				
- NORMAL RESPONSE TIMES WILL BE 24 TO 48 HOURS RESPONSE TIME.				
- MATERIAL COSTS ARE ADDED FOR MISCELLANEOUS CABLES, ADAPTERS, ETC.				
CLARIFICATION: Material cost will cover cabling and adapters but major av components such as encoder/decoders, amplifiers, etc. have been addressed in the above parts section of this proposal.				
144		FIELD INSTALLATION	95.00	13,680.00
220		PROGRAMMING	135.00	29,700.00
1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	1,400.00	1,400.00
SERVICE SUBTOTAL:				44,780.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
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IMPORTANT! PLEASE NOTE: OUR BANKING INFORMATION HAS CHANGED. Please contact purchasing@avtg.com or call 281-240-2100 for new wiring instructions to update your records.

This ** Proposal ** is Valid for 30 Days.

Progressive Billing

Legend: M=1000Ft

Signature: _____ Date: _____

Shipping & Handling:	\$987.22
SubTotal:	\$113,498.52
Tax:	
Project Total:	\$113,498.52

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read and agree to the attached Terms & Conditions statement.

AVTG A/V System Integration Terms & Conditions

System Implementation

AVTG will provide a turnkey system to include equipment, implementation and warranty, as defined on the attached Scope of Work and Project Quote. Our installation includes engineering, coordination and labor for display, video and related equipment to include required plates, connectors and cables.

System Engineering includes:

- Preparation of system functional interconnection diagram.
- Facility and equipment location.

Project Coordination includes:

Meetings with the client's technical representatives and project coordination team.

- System implementation monitoring.
- Project scheduling and oversight of AVTG team.
- Equipment staging at our shop.
- Assure final punch-list items are completed.

Field Labor includes:

- Pulling and bundling, termination and labeling of supplied cabling.
- Mounting and termination of computer interfaces.
- Installation of structural systems for supplied equipment.
- Control System Programming.
- Adjustment and balancing audio settings.
- Assure installed system functions as proposed.
- Site cleanup and trash removal.
- End-user training.

Inclusions

All equipment, wire and accessories required for a fully functional audio and visual system.

Labor associated with turnkey engineering, installation, programming, testing, and training.

Documentation CD, including as-built system CAD diagrams and Operation & Maintenance manuals.

Coordination and cooperation with the construction team in regards to installing the system.

User training on system operation.

Any additional trips, labor or materials due to failure of other work forces to have the a/v system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

DMX, DSS or other outside signals (provided by others) are not included in this scope of work unless previously agreed to on quotation.

Owner's architect will provide AVTG's engineering department with all required/ necessary architectural plans in AutoCad format at no-charge to AVTG.

AVTG reserves the right to modify our quotation pricing if proposal is not accepted within the stated time period.

AVTG may replace equipment vs. the Estimate/Quote should there be incompatibility, discontinuations etc. AVTG is not responsible for product discontinuations.

This quotation is based on installation at the specified site(s) set forth in the customer's requirements. If this configuration is to be used at other sites, travel and additional expenses may apply.

Payment Terms:

Subject to credit approval, the Owner shall pay AVTG within normal AVTG terms, typically 30 days of invoice date. Should payment not be received within this timeframe, AVTG reserves the right to charge a Late Fee of 1.5% per month on unpaid balance(s).

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten days from the date of the order will be subject to progressive billing or invoicing in such case(s), AVTG will progressively bill for hardware, equipment, and materials received, stored and/or assigned to the project, along with a percentage of completed labor and services. Progressive billing/invoices are due and payable per AVTG normal credit terms of Net 30, unless otherwise stated in this quotation.

Due to the custom nature of A/V system integration, Owner requested changes once the equipment is in hand or in transit, will result in restocking fees. Provided that the manufacturer will accept return, restocking fees will be 30 - 50% of the equipment sales price plus freight in and out for standard equipment, and **100%** of the sales price plus freight for all **custom or special order items**. Any packaged software that has been opened **IS NOT** returnable/refundable. Should owner cancel a project in whole or part, prior to completion, the Owner agrees to pay AVTG for all costs incurred to date and/or to bring the project to a mutually acceptable close. In addition, the manufacturer must be willing to accept the returned item(s) with a restock fee. These costs are, but are not limited to: design and engineering services, control/dsp programming, project management, technical labor expended, sub-contracting expenses, materials and equipment costs, and

Exclusions

The following are not included in our scope of work:

All conduit, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.

Voice/Data cabling, IE analog phone lines, ISDN lines, network ports, etc.

Network connectivity, routing, switching and port configuration necessary to support a/v equipment except as specifically quoted.

AVTG is not responsible for damaged or missing "existing data" on computers.

Concrete saw cutting and/or core drilling.

Fire-wall, ceiling, roof and floor penetration, patching removal or fire-stopping.

Necessary sheet rock replacement and/or repair.

Any and all millwork (moldings, trim, etc.)- All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal.

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

Rough-in, bracing, framing, or finish trim carpentry for installation.

Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.

Any applicable taxes, permits or bonds related to the project, unless otherwise stated in quotation.

All normal shipping costs not part of original quote will be added as a pass through cost to progress billing.

Site specific training unless otherwise specified.

Unless otherwise specified, the warranty provisions in this contract do not cover Owner Furnished Equipment (OFE). In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions above.

Owner furnished equipment or equipment provided by others that is integrated into the system being supplied by AVTG is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty or non-compatible upon installation or adversely affects the system, additional project charges may be incurred.

With FCC wideband channel changes effective in early 2009, AVTG cannot guarantee effective "wireless" communication devices unless specifically included in quotation.

Standard Warranty

AVTG warrants the A/V System furnished to be free from defects in workmanship (i.e., cables, connections, structures) failure for a period of 90 days, unless a one-year extended warranty has been quoted and accepted. This date will be from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to AVTG by the Owner or their agent.

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). AVTG will warranty this equipment for the term established by the manufacturer on a DEPOT BASIS ONLY, unless an AVTG 1 year extended warranty is accepted in our quotation.

Warranty does not apply to any product that has been subject to misuse, neglect, accident, power pikes/surge/brown-out, overheating or operational error.

AVTG cannot be held liable for product continuations.

Statement of Non-Disclosure

The document (s)and System Design involved with this Quote is /are AVTG Intellectual Property, not intended for outside distribution without written approval from AVTG's System Engineering Department.

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