Board of Education

Mr. Dennis Rich—President
Mr. Jim Nesbitt—Vice-President
Mr. Zeke Greer—Secretary
Dr. Joseph Fraley—Member

Dr. Joseph Fraley—Member Mr. Weston Hacker—Member



J. Vance Lee Superintendent Capitan Municipal Schools 519 Smokey Bear Blvd. Capitan, NM 88316 575-354-8500 www.capitantigers.org

CAPITAN MUNICIPAL SCHOOLS BOARD OF EDUCATION

AGENDA ITEM EXECUTIVE SUMMARY

- Board Meeting Date: March 10, 2025
 Item Title: V.B.1 Tiger Stadium Scoreboard Proposal
 Name of Presenter: J. Vance Lee, Superintendent
 This item is for: _XX_ Action __Consent Agenda __Discussion __Report/Information
 Proposed Motion (Action Items Only): I move that we approve the purchase of a scoreboard for Tiger Stadium from ______, as presented.
- 6. Executive Summary: Included in this packet are three proposals for the purchase of a scoreboard for Tiger Stadium. Funds for this purchase are from Mill Levy revenues.

LEGENDARY SERVICE FIRST-CLASS EXPERIENCE



SIGN ID: 1991390 WF-FB-11226

QUOTE NUMBER: 2405905.6 (Revision 6) DATE: 2/13/2025

Capitan Municipal Schools 9175873

PO Box 278 Capitan, NM 88316-0278 (575) 354-8517

Shipping Destination Capitan Municipal Schools 519 Smokey Bear Boulevard

Capitan, NM 88316

Name: Capitan Football Board

Address: City: State: Zip:

PRODUCT SPECIFICATIONS

Cabinet Size:

8ft H x 26ft L x 5in D

Cabinet Style: Approx. Weight: Single Face 610.00 Lbs.

Warranty: Mfg. Lead Time: Standard 5 Year Watchfire warranty applies. 8-10 weeks (Based on signed quote, receipt

of deposit, and artwork approval - if

applicable)

Confirmation of LED color, cabinet and trim color is required

prior to signature.

OPTIONS

LED Digit Configuration Cabinet Color Trim Color

010 - White **Caption Color** 010 - White **Scoreboard Controller** MSX Wireless Included

Controller Case Horn

Deluxe Horn Hand Switches / Controllers Game Clock

Warranty

Standard 5-Year Parts Warranty

C4 - Combo 4x4

014 - Orange

Truss **Truss Color** Permacoat

012 - Black Included

Arched

NOTES

Includes Top Truss with "TIGER FIELD" &* Tiger Logo on each end

ORDER ACCEPTANCE

QUOTE VALID UNTIL 2/28/2025

System Price: 99:59 Clock, Score, Quarter, Down, To Go, Ball On, TOL Fixed Digits and Possession Indicator

System Price

\$21,091,00 USD

To order Sign ID 1991390, sign here and return with down

payment Add: 1222.00 USD

Crating & Shipping

To Capitan, NM via Fixed Digit (Four Crates)

Signature:

Date:_

Grand Total:

\$22,313.00 USD

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at http://watchfiresigns.com/terms-and-conditions-of-sale or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

LEGENDARY SERVICE FIRST-CLASS EXPERIENCE



QUOTE NUMBER: 2405905.6 (Revision 6) DATE: 2/13/2025

SIGN ID: 1991391 WF-FB-11830

Capitan Municipal Schools 9175873

PO Box 278 Capitan, NM 88316-0278 (575) 354-8517

Shipping Destination

Capitan Municipal Schools 519 Smokey Bear Boulevard Capitan, NM 88316

Job Site

Name: Capitan Football Board

Address: City: State: Zip:

PRODUCT SPECIFICATIONS

Cabinet Size:

8ft H x 30ft L x 5in D

Cabinet Style: Approx. Weight: Single Face 561.00 Lbs.

Warranty:

Standard 5 Year Watchfire warranty applies.

Mfg. Lead Time:

prior to signature.

8-10 weeks (Based on signed quote, receipt of deposit, and artwork approval - if

applicable)

Confirmation of LED color, cabinet and trim color is required

OPTIONS

LED Digit Configuration C4 - Combo 4x4 **Cabinet Color** 014 - Orange **Trim Color** 010 - White **Caption Color** 010 - White

Scoreboard Controller Controller Case

MSX Wireless Included Deluxe Horn

Hand Switches / Controllers

Game Clock

Warranty

Standard 5-Year Parts Warranty

Truss **Truss Color Permacoat**

Horn

Arched 012 - Black

Included

NOTES

Includes Top Truss with "TIGER FIELD" &* Tiger Logo on each end

ORDER ACCEPTANCE **QUOTE VALID UNTIL 2/28/2025**

System Price: "30"" Home, Visitor, 30"" Clock, 24"" Qtr, Down, T

System Price \$20,542.00 USD To order Sign ID 1991391, sign here and return with down

Add: 1222.00 USD

Crating & Shipping

Grand Total:

To Capitan, NM via Fixed Digit (Four Crates)

\$21,764.00 USD

payment

Signature: Date:_

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at http://watchfiresigns.com/terms-and-conditions-of-sale or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

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LEGENDARY SERVICE FIRST-CLASS EXPERIENCE



QUOTE NUMBER: 2405905.6 (Revision 6) DATE: 2/13/2025

SIGN ID: 1991392 WF-AC-1155T

Capitan Municipal Schools 9175873

PO Box 278 Capitan, NM 88316-0278 (575) 354-8517

Shipping Destination

Capitan Municipal Schools 519 Smokey Bear Boulevard Capitan, NM 88316

Address: City: State: Zip:

Name: Capitan Football Board

Job Site

PRODUCT SPECIFICATIONS

Cabinet Size: Cabinet Style: 6ft H x 4ft L x 6in D Double Face

Approx. Weight:

190.00 Lbs.

Warranty:

Standard 5 Year Watchfire warranty applies.

Mfg. Lead Time:

prior to signature.

8-10 weeks (Based on signed quote, receipt of deposit, and artwork approval - if

applicable)

Confirmation of LED color, cabinet and trim color is required

OPTIONS

LED Digit Configuration

C3 - Combo 4x4/2x2 014 - Orange

Cabinet Color Trim Color Caption Color

010 - White 010 - White

Scoreboard Controller

Not Ordered/Not Needed (Wireless, Two

Scoreboards) Not Required

Controller Case Hand Switches / Controllers

Auxiliary

Warranty

Standard 5-Year Parts Warranty

Permacoat Included

NOTES

Pair of Play Clocks with game time and down/distance

ORDER ACCEPTANCE

QUOTE VALID UNTIL 2/28/2025

System Price: 27" Snap Clock, 14"" Game Clock, Down & Distance (Pair)

System Price

\$7,960.00 USD

To order Sign ID 1991392, sign here and return with down

payment

Crating & Shipping To Capitan, NM via Common LTL Carrier Add: 488.00 USD

Grand Total:

\$8,448.00 USD

Signature:

Date:_

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at http://watchfiresigns.com/terms-and-conditions-of-sale or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

LEGENDARY SERVICE FIRST-CLASS EXPERIENCE



QUOTE NUMBER: 2405905.6 (Revision 6) DATE: 2/13/2025

SIGN ID: 1991393 WF-AC-1125T

Capitan Municipal Schools 9175873

PO Box 278 Capitan, NM 88316-0278 (575) 354-8517 **Shipping Destination**

Capitan Municipal Schools 519 Smokey Bear Boulevard Capitan, NM 88316 lob Site

Name: Capitan Football Board

Address: City: State: Zip:

PRODUCT SPECIFICATIONS

Cabinet Size: Cabinet Style: Approx. Weight: 4ft H x 4ft L x 6in D
Double Face

114.00 Lbs.

Warranty: Mfg. Lead Time: Standard 5 Year Watchfire warranty applies. 8-10 weeks (Based on signed quote, receipt

of deposit, and artwork approval - if

applicable)

OPTIONS

LED Digit Configuration Cabinet Color

Trim Color

C4 - Combo 4x4 014 - Orange Not Available

Scoreboard Controller

Not Ordered/Not Needed (Wireless, Two

Scoreboards)

Controller Case Hand Switches / Controllers

Warranty

Not Required Auxiliary

Warranty Permacoat Standard 5-Year Parts Warranty

Included

Confirmation of LED color, cabinet and trim color is required prior to signature .

NOTES

Pair of Play Clocks

C.

ORDER ACCEPTANCE

System Price: 30" play clock (sold in pairs)

System Price

\$5,873.00 USD
Crating & Shipping
To Capitan,NM via Fixed Digit (One Crate)

Grand Total:

\$6,346.00 USD

QUOTE VALID UNTIL 2/28/2025

To order Sign ID 1991393, sign here and return with down payment

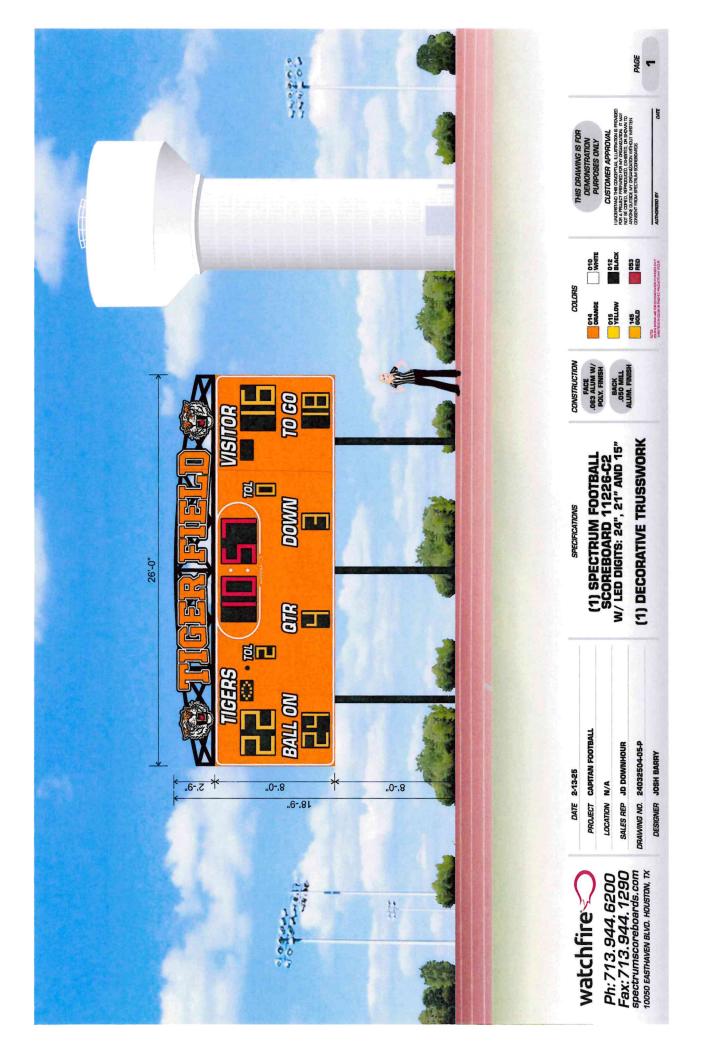
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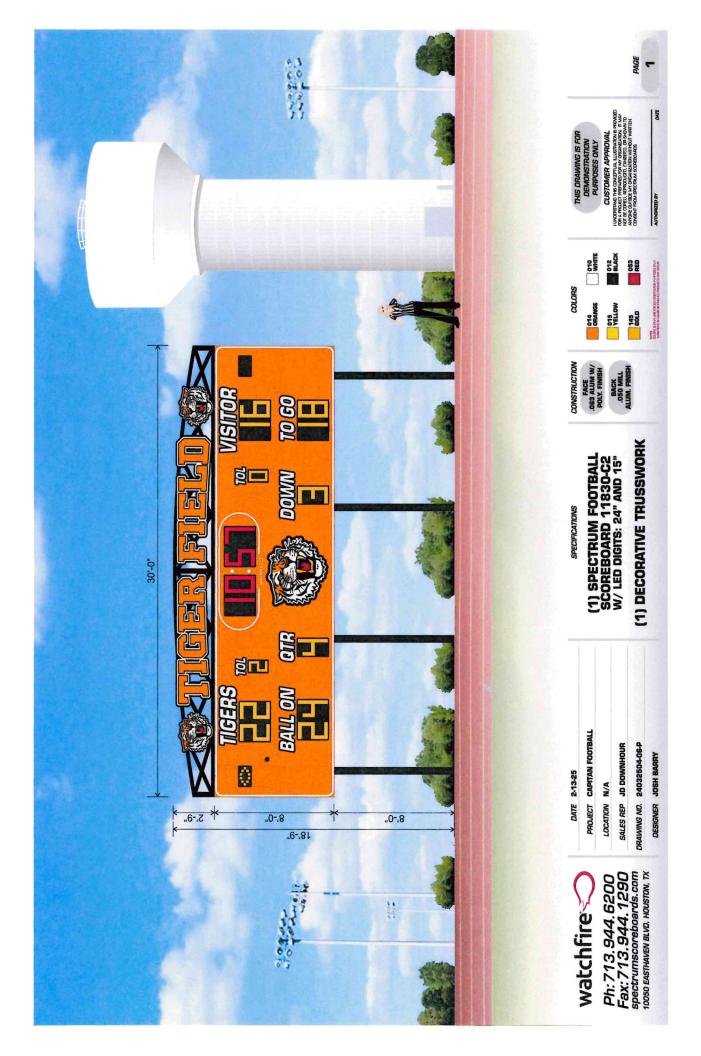
Date:

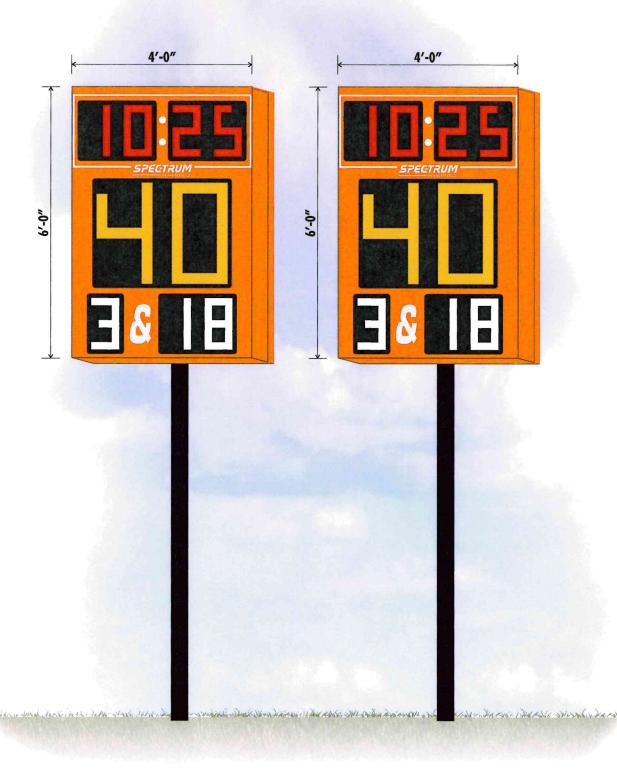
Date:

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3-25-24
CAPITAN FOOTBALL
N/A

DRAWING NO. 24032504-04-P

DESIGNER JOSH

(2) SPECTRUM 1155T-Z3 SNAPCLOCKS W/ DIGITS:27" AND 14"

SPECIFICATIONS

COLORS
014
0RANGE 010
WHITE

NOTES: COLORS O-CANN ME HOR EEMONS TRATEGY PLAFFORES UNIX VISH-HONG IN COLOR ON FRESHED PRODUCTS MAY COCUR. CUSTOMER APPROVAL

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CONCENT PROM SPECTRUM SCOREBOARDS

PAGE 1

SCALE

3/4" = 1'-0"





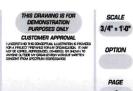


DESIGNER JOSH

SPECIFICATIONS (2) SPECTRUM FOOTBALL 1115T SNAPCLOCKS W/ DIGITS: 24"



NOTES:
COLORGO-CIAN, LIFE FOR CHIMONETTIATION PURPOSES OF A X
WHITENES IN COLOR OR FRESHED PRODUCTS MAY DOOLE.



SCALE

OPTION

PAGE 1



PANTONE® 877C

HEX: 8A8C8C

HEX: F1F2F1

PANTONE® 421 C

HEX: A5A6A2

PMS° Cool Gray 11 C HEX: 4F5965

PMS® Natural Black C HEX: 111112

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Watchfire Signs, LLC - SIGN TERMS OF SALE

These Sign Terms of Sale (these "Terms of Sale") are subject to change without notice. All transactions for Systems (as defined below) sold or otherwise provided by Watchfire Signs, LLC ("Watchfire") are subject to the latest published terms and conditions (including, without limitation, Terms of Sale and Equipment Financing Supplement, if any) which may be contained or incorporated in applicable Watchfire quotations (each, a "Quotation"). Such Quotation from Watchfire to the applicable purchaser ("Buyer"), which Quotation was accepted by Buyer (whether by handwritten or electronic signature on behalf of Buyer, clicking or checking "accept" in digital format, or by other comparable manifestation of acceptance), and the Terms of Sale, Equipment Financing Supplement, Warranty Terms as in effect on the date of the Quotation (the "Warranty Terms") (a copy of which is available at Warranty Terms) and all other terms and conditions contained or incorporated therein collectively comprise the "Agreement." In accepting a Quotation, Buyer acknowledges that it has read, understands, and agrees to the terms and conditions of the Agreement. In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to the Quotation which is executed by each of Watchfire and Buyer; (ii) second, the Quotation; (iii) third, these Terms of Sale; and (iv) lastly, any other written agreement (including any "click through" agreement provided by Watchfire with respect to the software) executed by each of Watchfire and Buyer. Notwithstanding the foregoing, (1) Watchfire's End-User License Agreement ("EULA") shall control Buyer's use of and Watchfire's obligations related to any Watchfire software and (2) the Warranty Terms shall control with respect to Buyer's rights and Watchfire's obligations related to any warranty.

For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer's purchase order or similar documents which are not executed and expressly accepted by Watchfire. "System" means all products and services sold or otherwise provided by Watchfire to Buyer under the Agreement.

Quotation. A Quotation shall be valid for no more than fifteen (15) calendar days from its date of issuance, unless otherwise stated in the Quotations. Any Quotation is subject to change by Watchfire at any time upon notice to Buyer. Buyer is obligated to review the Quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the System or any portion thereof after acceptance of a Quotation are valid only when in a writing executed by both Watchfire and Buyer.

Terms of Payment. Upon Buyer's execution of a Quotation, unless defined elsewhere in an addendum or amendment, Buyer shall make a non-refundable minimum deposit of one-half of the System Price reflected in such Quotation. The remainder of the System Price must be paid by Buyer no later than ten (10) Business Days prior to the Shipment Date. The System Price does not include any construction or installation of the System (unless otherwise contemplated by the Quotation and the Scope of Work (as defined below) incorporated therein), which are solely the responsibility of Buyer. In the event Buyer fails to timely pay Watchfire any amount owing pursuant to the Agreement, Watchfire may, in its sole and absolute discretion: (a) suspend its performance pursuant to the Agreement until all such payment obligations are fulfilled; (b) suspend or caused to be suspended System access, which may not be restored until all such payment obligations are fulfilled; (c) charge to Buyer interest on any unpaid amount at the rate equal to the lesser of eighteen percent (18%) per annum or the maximum amount permissible pursuant to applicable law; and (d) recover any amounts owing to Watchfire by Buyer from any amounts paid by Buyer to Watchfire (including any down payment). Each of the foregoing remedies are cumulative and not exclusive of each other. In addition to amounts otherwise owing by Buyer (including any interest assessed by Watchfire pursuant to the Agreement), Buyer also agrees to pay all of Watchfire's fees and costs of collection including, without limitation, Watchfire's attorneys' fees and costs.

NSF Payment. The issuance of any check, electronic check or ACH transfer by Buyer that is returned by Buyer's bank as not honored for payment for any reason shall incur an additional charge of \$100.00. All fees and charges created by such dishonored payment shall be immediately due. In the event of any dishonored payment of Buyer, future checks, electronic check or ACH transfer from Buyer may not be accepted as payment for future orders, in Watchfire's sole discretion.

Shipment Date; Delivery Date. Within ten (10) Business Days after Watchfire's receipt of the deposit (such date of receipt of the deposit, the "Deposit Payment Date"), Buyer shall provide Watchfire with written notice of its requested date of shipment of the portions of the System which are tangible personal property, which requested date shall not be earlier than the date which follows the Deposit Payment Date by the Manufacturing Lead Time referenced on the Quotation unless Watchfire agrees to the contrary in writing. Watchfire will promptly respond to Buyer in writing to confirm the date of shipment of the portions of the System which are tangible personal property (such confirmed date of shipment, the "Shipment Date"). The Shipment Date shall have a corresponding date of delivery (the "Delivery Date"), which will be determined using the average transit time to destination determined by Buyer. Buyer must confirm to Watchfire in writing Buyer's readiness for shipment of the System on the Shipment Date and, accordingly, readiness for delivery of the System on the Delivery Date no later than fifteen (15) Business Days prior to the Shipment Date. If (i) Buyer fails to timely confirm to Watchfire in writing no later than fifteen (15) Business Days prior to the Shipment Date. If (i) Buyer fails to timely confirm to Watchfire in writing no later than fifteen (15) Business Days prior to the Shipment Date. If (ii) Buyer fails to timely confirm to Watchfire in writing no later than fifteen (15) Business Days prior to the Shipment Date and readiness for delivery of the System on the Delivery Date and readiness for shipment Date and readiness for delivery of the System on the Delivery Date and readiness for shipment Date and readiness for delivery of the System on the Delivery Date and readiness for delivery Delays" heading below), then in either such event Watchfire reserves the right, without limiting its other rights (including the rights noted under the "Shipping and Delivery Delays" heading below), to suspend its p

Shipping and Delivery Delays. As an increase to the System Price, Buyer agrees to pay Watchfire an additional \$5,000 (the "Delay Payment") in the event Buyer provides Watchfire with written notice during the fifteen (15) Business Day period prior to the Shipment Date of a delay of more than one (1) Business Day in the Shipment Date (or the corresponding Delivery Date) (in any such case, a "Buyer Delay"), unless Buyer demonstrates to Watchfire's reasonable satisfaction that such rescheduling or delay was the result of a Force Majeure Event (as defined under the heading "Force Majeure" below) applicable to Buyer (in which case Buyer's obligation to pay the Delay Payment shall be waived). The parties intend that the Delay Payment constitutes compensation, and not a penalty. The parties acknowledge and agree that Watchfire's harm caused by a Buyer Delay would be impossible or very difficult to accurately estimate at the time of the Quotation, and the Delay Payment is a reasonable estimate of the anticipated or actual harm that might arise from such a Buyer Delay, including for damages to Watchfire from increased manufacturing, shipping, material storage, and field rescheduling expenses. Buyer's payment of the Delay Payment is Buyer's sole liability and entire obligation and Watchfire's exclusive remedy for a Buyer Delay resulting in a delay in the initial, confirmed Shipment Date or the corresponding Delivery Date, subject to the remaining provisions under this "Shipping and Delivery Delays" heading. Further, if the System is substantially complete and, due to a Buyer Delay, is stored in Watchfire's facility beyond twenty (20) Business Days following the initial, confirmed Shipment Date, then Buyer shall thereafter pay on a monthly basis (and earlier upon the due date for the remainder of the System Price) a storage fee of \$500 per

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month in which the System is stored in Watchfire's facility. The foregoing storage fee obligation is in addition to the Delay Payment and Watchfire's right to terminate the Agreement upon the failure of the Shipment Date to occur within six (6) months after Buyer's execution of a Quotation.

In the event that, after the Shipment Date and prior to delivery, the Delivery Date (or the time of delivery on the Delivery Date) is delayed due to the request, action, or inaction of Buyer, then Buyer shall pay to Watchfire any costs or expenses incurred by Watchfire with respect to a System to the extent resulting from such delay in the Delivery Date (including, without limitation, delays at port, delays on the jobsite greater than 2 hours, delays at the terminal, etc.). Any such costs and expenses pursuant to the foregoing sentence must be paid by Buyer within five (5) Business Days of invoice by Watchfire to Buyer.

Cancellation. In the event Buyer requests or attempts to cancel or rescind acceptance of the Agreement (including the Quotation) at any time, Watchfire reserves the right to reject any such cancellation or rescission in its sole discretion. If Watchfire approves and accepts such a cancellation or rescission, then it may in its sole discretion, charge Buyer and Buyer shall pay Watchfire: (i) the full cost of all custom equipment and any costs or expenses incurred by or on behalf of Watchfire prior to such cancellation or rescission; and (ii) a cancellation and restocking fee equal to 50% of the System Price with respect to all standard equipment. Buyer expressly acknowledges that such charges are reasonable. Further, Watchfire shall have the right to terminate the Agreement (including the Quotation with respect to Buyer's order for the System) and retain the non-refundable deposit in the event the Shipment Date has not occurred and/or Buyer has failed to pay in full the remaining balance of the System Price and associated expenses within six (6) months after Buyer's execution of a Quotation. In the event of any such termination after title to the System has transferred in accordance with the Agreement, the title to the System shall automatically transfer back to Watchfire.

Taxes. Except with respect to the amounts of taxes set forth in the Quotation, the System Price is exclusive of all federal, state and local taxes including without limitation, sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs or duties ("Tax" or "Taxes") under or in connection with the Agreement, which shall be the sole responsibility of Buyer. Buyer shall immediately pay upon demand the full amount of any such applicable Taxes and shall hold harmless and indemnify Watchfire from the claims of any governmental authority asserting any such Tax is due and payable.

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for actual shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to the System (excluding software) and risk of loss of the System shall pass to Buyer upon the later of (x) the initial, confirmed Shipment Date (without giving effect to any Buyer Delay) or (y) Watchfire's completion of the manufacture of the System (excluding software). Buyer shall inspect the System within fourteen (14) calendar days after delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of a Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped, in whole or in part, is different than identified in the Quotation; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System, in whole or in part, with a conforming System or (ii) credit or refund the price, in whole or in part, for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Force Majeure. Watchfire shall not be liable for any damages as a result of any Force Majeure Event applicable to Watchfire. In the event of any Force Majeure Event applicable to Watchfire, the Shipment Date and, accordingly, the Delivery Date shall be extended for a period of time reasonably necessary to cover the effect of such Force Majeure Event. Further, in the event of the existence of a Force Majeure Event applicable to Watchfire after the issuance of a Quotation which results in cost increases of the System of ten percent (10%) or more from the date of issuance of such Quotation, the System Price shall be equitably adjusted to reflect such cost increases. "Force Majeure Event" means, with respect to either party to the Agreement, any delays due to any causes beyond such party's control, including, without limitation, telecommunications failures, technology attacks, epidemic, pandemic, embargos, quarantines, viruses, strikes, labor problems of any type, governmental orders, tariffs, accidents, fires, war, acts of terrorism, parts or material unavailability, natural disaster, transportation failures, instability and unavailability of the Internet, and acts of God, etc.

Intellectual Property. Buyer acknowledges that Watchfire retains ownership of all Watchfire-owned intellectual property and Watchfire retains its other rights of all third party-owned intellectual property in any materials, goods, software and production process which may be developed or delivered under the Agreement. For purposes of clarity, all drawings, designs, and layouts of proposed builds (in any form, including print and digital) are deemed Watchfire-owned intellectual property. Buyer agrees to execute any documentation reasonably requested by Watchfire to memorialize the ownership by Watchfire of all such intellectual property rights. For the avoidance of doubt, in no case shall Buyer obtain any ownership or other rights to any software loaded into the System or otherwise delivered to Buyer beyond what is provided in the EULA or another limited license agreement between Buyer and an applicable third-party with respect to software loaded into the System or otherwise delivered to Buyer pursuant to the Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer.

Third-Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third-party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

General Representations and Warranties. Each party represents and covenants that: (a) it has obtained and shall maintain the power and authority to enter into the Agreement, to grant the rights herein granted and to undertake its obligations hereunder, without the further consent of any other person or entity; (b) it is not a party to any written agreement with a third party, the terms of which prohibit or restrict such party from performing its obligations hereunder; and (c) it is not a party to any pending litigation, the resolution of which is reasonably likely to adversely affect the ability of such party to fully perform its obligations hereunder, nor is any such litigation reasonably contemplated.

Limitations. Buyer's exclusive remedy for Watchfire's breach of the Agreement as to any term thereof (including, without limitation, the Warranty Terms), and Watchfire's only liability for any such breach, shall be replacement, reduction, or repair of the System and its parts actually delivered to Buyer in

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Watchfire's sole discretion. WATCHFIRE'S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE AND THE WARRANTY TERMS) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN AND IN THE EULA, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY, WHETHER PURSUANT TO THE WARRANTY TERMS OR OTHERWISE) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREU NDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER; AND, SUBJECT TO THE FOREGOING PORTION OF THIS SENTENCE, WATCHFIRE'S LIABILITY UNDER ANY WARRANTY PURSUANT TO THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, UNDER THE WARRANTY TERMS), WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE ACTUALLY AGREEMENT.

Disclaimer. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, THESE TERMS OF SALE AND THE WARRANTY TERMS) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER'S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE.

Indemnification for Use of Content. BUYER SHALL AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO CONTENT (INCLUDING IMAGERY) DISPLAYED UTILIZING THE SYSTEM.

Site Preparation. Without limiting other provisions of these Terms of Sale (including under the "Installation Assumptions" heading below) and unless defined elsewhere in an addendum or amendment, Buyer is responsible for the supply and provision of electrical, data, internet, and required conduit terminated in conformity with applicable laws, codes, regulations, and similar rules and requirements within fifteen (15) feet of the proposed installation. Structural provisions not shown in Watchfire drawings are required to be provided by Buyer. Control room set-up includes unpackaging and connection of Watchfire provided products. Standard Watchfire online product and software training is provided by Watchfire. All other control room hardware, organization, installation of conduit, and layout is required to be provided by Buyer. Buyer is responsible for obtaining product training, service, and support with respect to any hardware or software not branded as "Watchfire" directly from the manufacturer or owner of such hardware, software or other product.

Installation Assumptions. All Work performed under the Agreement shall be subject to the assumptions and scope of work (the "Scope of Work") incorporated into the Quotation or elsewhere in the Agreement. If no Scope of Work is provided, Watchfire will perform as a material supplier and provide product support and guidance only. For purposes of the Agreement, the "Project Site" shall mean the location of Buyer's products being installed by or on behalf of Watchfire; the "Operations Area" shall mean the portion of the real property to which Watchfire shall have access in connection with the Work, whether more or less than the entirety of the Project Site; and the "Work" shall mean, if any, the installation and all related services to be performed by Watchfire or Watchfire's contractor(s) under the Agreement. Each of the following are excluded from the Work and the quoted price unless specifically reviewed and listed in the Scope of Work and, accordingly, are Buyer's responsibility (each of the following, collectively, "Excluded Scope and Costs"): (i) fabrication, construction, installation, or modification of any structure, adjacent signage, electrical service, overload protection devices, and any apparatus not manufactured and supplied directly by Watchfire; (ii) additional costs and efforts (beyond those reflected in the Scope of Work) to gain access beyond readily available standard personnel lifts and Watchfire's ordinary course hand tools; and (iii) additional or ancillary services or requirements (beyond those reflected in the Scope of Work), including, but not limited to, lane closures, pedestrian protection, Project Site security or safety, permits, prevailing wage requirements, specific labor agreements, design services, stamped and approved engineering drawing costs, inspections, permitting, cranes, off-road material handling, additional labor for groundwork, landscaping, additional mounting, utility removal, tree trimming, utility location and connection, Project Site access costs, licenses or costs associated with requests for payment or software or other submission processes or requirements in connection with project documentation, computer aided design (CAD) files or materials, documentation required pursuant to federal, state, local or other laws, codes, regulations, or similar rules or requirements, disposal fees or services and hazardous waste fees. Additional trim, finish pieces to fit and match facility, or decorative materials are not included in the quoted price or the Scope of Work, Buyer will, at Buyer's cost and expense, provide Watchfire and its contractor(s) with unfettered access to the Project Site for the duration of the performance of the Work by or on behalf of Watchfire, including the period from the commencement of the Work through completion of any punch list items. Such access will include, without limitation, adequate space on and around the Project Site for materials storage, lay-down and staging areas, toilet facilities, and loading and unloading areas. Unless otherwise depicted in the Scope of Work, the Operations Area will be the entirety of the Project Site and access will be during normal working hours (Monday thru Friday 7 a.m. to 5 p.m.). Upon Watchfire's written request to Buyer, Buyer will also provide Watchfire and its contractor(s) with access to the Operations Area after completion of the Work to investigate any alleged defect. No later than commencement of the Work by Watchfire under the Agreement, Buyer will, at Buyer's cost and expense, furnish all easements and other rights of way, which are reasonably necessary for Watchfire to perform such Work and access to the Project Site and Operations Area, including (a) all crane-swing and equipment easements and (b) all easements and approvals necessary for the installation and maintenance of utilities. The time for Watchfire's performance and the System Price in connection with any Work will be increased as applicable to account for any increased costs and delays arising out of Buyer's failure to comply with the foregoing obligations. Buyer represents and warrants to Watchfire that: (a) Buyer is the fee simple owner of, or has the legal right to use or occupy the Project Site and Operation Area; and (b) upon commencement of Work, there will be no encumbrances or restrictions applicable to the Project Site and Operation Area that will prevent or interfere with Watchfire's performance of the Work and Watchfire's use of the Project Site and Operation Area, except those, if any, specifically identified in the Scope of Work. In the event that Watchfire becomes subject to or incurs any Excluded Scope and Costs, without limiting any rights of Watchfire (including, without limitation, to suspend performance until Buyer performs and satisfies, as applicable, such Excluded Scope and Costs), Buyer shall pay to Watchfire any costs or expenses with respect thereto. Nothing herein shall require Watchfire to assume obligations with respect to any Excluded Scope and Costs or changes to the Scope of Work.

Unforeseen Conditions. "Unforeseen Conditions" are: (a) Project Site specific, or latent physical conditions at the Project Site (including, without limitation, conditions of any structure or improvement located at the Project Site onto which the Work is to be performed or any component part thereof is to be

watchfire <	RF-1868	Watchfire Sign Terms of Sale - S&I	REVISION:	1.0	REVISION DATE:	June - 23
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located, affixed, attached, or installed) differing or omitted from the Scope of Work, whether or not concealed or undisclosed; (b) conditions which are unusual in nature or differing from those ordinarily encountered and generally recognized as inherent in the Work; (c) differences or changes in the Project Site or Operations Area between the time of Watchfire's issuance of the Quotation (or inspection by Watchfire, if earlier) and commencement of the Work; (d) electrical or electromagnetic issues, conditions, or requirements at the Project Site, including, but not limited to, power fluctuations and harmonics and power surges or drops, in each case due to, caused by, resulting from or arising out of other electrical equipment, devices or facilities not a part of the Work, electromagnetic radio or other atmospheric interference or disturbance, Wi-Fi signal loss, hard wired data interference, onsite internet service loss, and/or any other electrical interference, damage or disturbance not caused by Watchfire or anyone for whom Watchfire is legally responsible; and (e) any hazardous substances encountered at the Project Site that were not brought to the Project Site by Watchfire or its contractors. If Watchfire encounters Unforeseen Conditions that affect the Work, Watchfire shall promptly notify Buyer in writing and the time of performance shall be equitably adjusted. If Watchfire incurs costs or expenses as a result of the Unforeseen Conditions, Buyer shall pay to Watchfire, as an increase to the System Price, any costs or expenses resulting from the Unforeseen Conditions. Notwithstanding anything to the contrary contained in the Agreement, BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT WATCHFIRE SHALL NOT BE OBLIGATED TO UNCOVER ANY CONCEALED OR UNDISCLOSED CONDITIONS AT THE PROJECT SITE OR ANY CONDITIONS THAT COULD HAVE BEEN REVEALED OR DISCLOSED BY BUYER HAD BUYER PROVIDED WATCHFIRE WITH COMPLETE AND CURRENT BUILDING PLANS AND SPECIFICATIONS, INVESTIGATIONS AND OTHER REPORTS CONCERNING SUCH PROJECT SITE BUT FAILED, FOR WHATEVER REASON, TO DO SO. FOR ALL PURPOSES HEREIN, "CONCEALED," "UNDISCLOSED" AND WORDS OF SIMILAR IMPORT SHALL MEAN THAT SUCH INFORMATION WAS NOT IDENTIFIED IN THE SCOPE OF WORK. WATCHFIRE IS RELYING SOLELY AND EXCLUSIVELY ON THE DOCUMENTATION, INFORMATION AND OTHER MATERIALS PROVIDED BY BUYER AND INCORPORATED IN THE SCOPE OF WORK REGARDING THE PROJECT SITE AND SHALL HAVE NO DUTY OR OBLIGATION TO DETERMINE THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE SAME. NO INVESTIGATION OR INSPECTION BY WATCHFIRE IN ADVANCE OF THE ISSUANCE OF THE QUOTATION SHALL IMPACT THE FOREGOING.

Notices. Except as otherwise provided in the Agreement (i.e., with respect to notices to Watchfire's Helpdesk contemplated by the Warranty Terms), all notices and other communications under the Agreement (each, a "Notice") shall be in writing and addressed to the applicable party at the physical or e-mail address set forth on the face of the Quotation or to such other physical or e-mail address that may be designated by the recipient in writing. Except as otherwise provided in the Agreement, a Notice is effective only (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Certain Definitions. For purposes of the Agreement, (i) "Business Day" means, individually, and "Business Days" means, collectively, any calendar day that is not a Saturday, a Sunday, or any other calendar day on which banks are required or authorized by law to be closed in Vermilion County, Illinois; and (ii) the "System Price" shall mean the purchase price reflected in such Quotation (including applicable taxes set forth in the Quotation, crating, transportation, delivery charges, and any other related expenses known to Watchfire at the time of such Quotation), as may be adjusted by Watchfire in accordance with these Terms of Sale.

Assignment. Buyer may not assign the Agreement, or any portion thereof, without the written consent of Watchfire. Watchfire reserves the right to, without consent of Buyer, assign any of its rights and delegate any of its duties under the Agreement to a successor, subsidiary, parent company, or affiliate of Watchfire, or in connection with a merger or sale or all of substantially all of Watchfire's assets relevant to the Agreement. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Relationship of Parties. The Agreement is only intended to create an independent contractor relationship and is not intended to create any other relationship such as a partnership, franchise, joint venture, agency or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor nor bind the other party.

Non-Exclusive Agreement. The Agreement does not grant to Buyer an exclusive right or privilege to receive from Watchfire any System or services. Watchfire reserves the right to contract with other parties for the sale and procurement of comparable products, services, or for the sale and performance of any other activities contemplated hereunder.

Export. The System and related technology and software are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Buyer agrees not to export, reexport, or transfer, directly or indirectly, any software or technical data acquired from Watchfire, or any products incorporating such software or data, in violation of the United States export laws or regulations.

Counterparts. The Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The parties agree that they will accept electronic signatures and signatures delivered electronically or by facsimile in lieu of original signatures, and the Agreement will have the same binding and enforceable effect as it would have with original signatures.

Severability; Governing Law; Venue; Arbitration. Should any part of the Agreement be found invalid, the other parts shall remain unaffected and shall be enforceable. The Agreement shall be governed by the laws of the State of Illinois, without regard to choice of law principals. Any controversy or claim arising out of or relating to the Agreement, which cannot first be resolved amicably and satisfactorily between the parties, shall be resolved by arbitration in Vermilion County, Illinois administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Subject to the arbitration provision above, any litigation arising out of or relating in any way to the Agreement (including, without limitation, these Terms of Sale or the Warranty Terms) shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois. Watchfire shall be entitled to recover all attorneys' fees and costs should it prevail in any litigation, arbitration, or other dispute arising out of or relating in any way to the Agreement (including, without limitation, these Terms of Sale or the Warranty Terms).

Entire Agreement; Amendment. The Agreement is the complete and exclusive statement of the contract between Watchfire and Buyer with respect to the subject matter of the Agreement, and supersedes any prior written or oral agreement regarding the same subject matter. No waiver, consent, modification, amendment or change of the terms contained in the Agreement shall be binding unless in writing and signed by the duly authorized representatives of both Watchfire and Buyer.



QUOTATION

106 Max Hurt Drive Murray KY 42071

Toll-Free: 1-800-323-7745 varsityscoreboards.com

QUOTATION

BILL TO:

Shane Shepperd shane.shepperd@capitantigers.org(575) 500-9412 Capitan Municipal Schools 519 Smokey Bear Blvd Capitan, NM 88316

SHIP TO:

DETAILS

Quote Number: 16755315867Prepared By: Tassie Gossum PO Number: Created On: March 3, 2025

PART #	DESCRIPTION	QTY	LIST PRICE (\$)	EXTENDED PRICE (\$)
7428-22	 28' x 8' FOOTBALL SCOREBOARD 32", 26", and 20" LED digits with Protective Shields Home/Guest Score, To Go, and Ball On up to 99 Clock counts down from 99:59 Galvanized steel cabinet with powder coat finish Outdoor Horn Wireless remote control with high gain antenna 5 - Year Limited Warranty 	1	\$14,295.00	\$14,295.00
SPTS28- OD	28' Arch Truss for Outdoor Scoreboards	1	\$4,480.00	\$4,480.00
CS5	 Controller Carrying Case - Large 19" x 16" x 7" Impact Resistant Water Proof Dust Proof 	1	\$150.00	\$150.00
7400-22	 4' x 4' FOOTBALL DELAY-OF-GAME CLOCKS - Pair 26" LED digits with Protective Shields Wireless receivers included Galvanized steel cabinet with powder coat finish 5 - Year Limited Warranty 	1	\$3,625.00	\$3,625.00

NOTES

ADDITIONAL OPTIONS: WIRELESS REMOTE BATTERY POWER \$95 EACH

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.

Subtotal: \$22,550.00 SHIPPING AND HANDLING: \$1,450.00 Quote Total: \$24,000.00

Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.

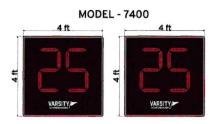
HOME

BALL ON QTR
T.O.L.

MODEL - 7428-22
28 ft

GUEST

BALL ON QTR
T.O.L.



Logo creation fee may apply. If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

Tassie Gossum, Sales Associate

tassie.gossum@varsityscoreboards.com

TEL: 800.323.7745x127