

Retail Sales Agreement



Reference Number: 1326383
Date: April 08, 2025

Hays County CISD - Lehman High School Broadcast Studio v2

Prepared By: Shelly Cox
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AVI Systems Inc.
2301 Double Creek Dr Ste 180, Round Rock, TX 78664
Phone: (512)482-8467
Fax: (512)532-6227

COMPANY

Hays County CISD
21003 Interstate 35
Kyle, TX 78640

Contact: James Rodriguez
Phone:
Email: james.rodriguez@hayscisd.net
Account Number: HCC0040

PROJECT SITE

Hays County CISD - Lehman High School
1700 Lehman Road
Kyle, TX 78640

Contact:
Phone: (718) 904-4200
Email:
Account Number: HCC0040

INVOICE TO

Hays Consolidated Independent School
District
21003 Interstate 35
Kyle, TX 78640

Contact:
Phone:
Email:
Account Number: HCC0040

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$24,229.51
Integration	\$29,233.16
PRO Support	\$0.00
Shipping & Handling	\$1,128.00
Tax	\$0.00
Grand Total	\$54,590.67

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

AVI's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. AVI's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

<hr/>	AVI Systems, Inc.
Company	Company
<hr/>	<hr/>
Signature	Signature
<hr/>	<hr/>
Printed Name	Printed Name
<hr/>	<hr/>
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
		Hays			
BMD-BDLKWEBPTRPRO	BLACK MAGIC DE	Blackmagic Web Presenter HD	10	\$655.23	\$6,552.30
BMD-VHUBSMAS12G4040	BLACK MAGIC DE	Blackmagic Videohub 40x40 12G	1	\$5,117.45	\$5,117.45
BMD-VHUB/WMSTRCRL/PRO	BLACK MAGIC DE	Videohub Master Control Pro	1	\$820.13	\$820.13
		Engineering & Drawings			\$1,821.44
		Project Management			\$2,294.52
		On Site Integration			\$4,952.80
		Integration Cables & Connectors			\$302.14
		Testing & Acceptance			\$4,371.40
		Sub-Total: Hays			\$26,232.18
		Lehmann			
BMD-BDLKWEBPTRPRO	BLACK MAGIC DE	Blackmagic Web Presenter HD	10	\$655.23	\$6,552.30
AH-SQ-5	ALLEN & HEATH	96kHz XCVI FPGA processing, 48 Input Channels, DEEP Processing, 17 Faders / 6 Layers, 16 onboard pre	1	\$3,608.91	\$3,608.91
AH-AR2-2412-BLK	ALLEN & HEATH	24in x 12out Remote AudioRack, dSNAKE I/O for expansion, 3 RU, 48kHz	1	\$1,578.42	\$1,578.42
		Engineering & Drawings			\$1,821.44
		Project Management			\$2,294.52
		On Site Integration			\$4,952.80
		Integration Cables & Connectors			\$302.14
		Testing & Acceptance			\$6,119.96
		Sub-Total: Lehmann			\$27,230.49
		Total:			\$53,462.67

INTEGRATION SERVICES INTEGRATION SCOPE OF WORK

A. SYSTEM DESCRIPTION:

Hays Highschool

- Black Magic Web Presenters:
 - (10) Existing Black Magic Web Presenters will be removed from the equipment rack and turned over to customer on site
 - (10) New Black Magic Web Presenter HDs will be installed to replace the removed units
 - Existing cabling will be connected to the devices in the same manner as the previous devices were connected
 - New devices will be configured and tested to ensure correct functionality
 - *Before AVI Systems arrives on site, Hays ISD must provide:*
 - *all pertinent network and other information required to configure the Web Presenters*
 - *A narrative description of how the web presenters are used and the expected functionality*
- Black Magic Video Router and Router Controller
 - The existing 40x40 SDI video router will be disconnected from the system and removed from the rack
 - A new Black Magic 40x40 12GSDI router will be installed and connected to the system using the existing cabling in the same manner as the previous router was installed/connected
 - A new Black Magic Video Hub Master Control Pro will be installed at the production desk to control the router
 - New devices will be configured and tested to ensure correct functionality
 - *Before AVI Systems arrives on site, Hays ISD must provide:*
 - *all pertinent network and other information required to configure the Video Router*
 - *A narrative description of how all desired route presets and mult/DA settings for the router/controller*

Lehman Highschool

- Black Magic Web Presenters:
 - (10) Existing Black Magic Web Presenters will be removed from the equipment rack and turned over to customer on site
 - (10) New Black Magic Web Presenter HDs will be installed to replace the removed units
 - Existing cabling will be connected to the devices in the same manner as the previous devices were connected
 - New devices will be configured and tested to ensure correct functionality
 - *Before AVI Systems arrives on site, Hays ISD must provide:*
 - *all pertinent network and other information required to configure the Web Presenters*
 - *A narrative description of how the web presenters are used and the expected functionality*
- Lighting Fixture Re-Addressing
 - Lighting fixtures and console will be reprogrammed with new addresses.
 - Communications between console and fixtures will be verified
 - *Cabling and equipment, connectors and accessories are not included in this scope*
 - *Console license must be present and verified before work commences*
 - *This scope does not include any other programming or configuration of the lighting system.*

B. EXCLUSIONS and additional terms: The following work is **EXCLUDED** from our Scope of Work and **MUST** be completed by **OTHERS**:

1. Installation of conduits, high-voltage wiring, panels, breakers, relays, boxes, receptacles, etc.

2. If A.V. cable pathways are unavailable, floor tracks may be needed, if floor tracks are needed, additional shipping, equipment, and labor costs might apply.
3. Obtaining necessary permits (unless specified in the contract).
4. Concrete saw cutting and/or core drilling.
5. Penetrations through firewalls, ceilings, roofs, or floors.
6. Replacement AND/OR repair of gypsum board.
7. Ceiling tile or T-bar modifications, replacements, AND/OR repairs.
8. Structural support for equipment. AVI Systems is NOT RESPONSIBLE for any building-related vibrations.
9. Installation of ceiling-mounted projection screens.
10. Millwork, including moldings, trim, and cutouts.
11. Patching and painting.
12. Fire and safety systems. If the A.V. system requires connection(s) to a fire system, this MUST be performed by OTHERS.
13. Custom ceiling work (e.g., drilling, cutting) for A.V. equipment, including wood, metal, and mirror ceilings, to be completed by OTHERS before the scheduled A.V. installation date.
14. Custom woodwork (e.g., drilling, cutting) for A.V. equipment, including tables, openings, walls, floors, and ceilings, to be completed by OTHERS prior to installation.
15. Wall clearance, backing, power supply, and cable pathways for all displays AND/OR DVLED walls MUST be provided and installed by OTHERS before the scheduled AVI installation date.
16. The power requirements and backing for all displays AND/OR DVLED walls MUST adhere to the specifications outlined in the provided engineering plans.
17. Pricing in this agreement does NOT include prevailing wages or union labor unless otherwise stated.
18. Lifts and scaffolding are not included unless specified. If required, additional charges WILL APPLY.
19. If a lift is used, the client MUST facilitate its entry and exit from the building.
20. Removal of existing equipment MUST be clearly noted on this quote. Any unlisted equipment requiring removal might incur additional charges.
21. If removal of existing A.V. equipment is noted, the equipment will be turned over to the facility for disposal or storage.
22. Unless specified, removal of A.V. equipment (e.g., displays, racks, mounts, etc.) does not include disposal.
23. Conduits, power, and cable pathways MUST be ready before the scheduled A.V. installation date.
24. AVI Systems is NOT RESPONSIBLE for failures of existing A.V. equipment or equipment provided by others (e.g., projectors, displays, amplifiers, speakers, microphones, UC systems, etc.) that MUST interface with the provided A.V. system. Failures of such equipment may incur additional labor AND/OR equipment charges.

- For any existing A.V. equipment that needs to integrate with the provided A.V. system, the following terms will apply:
 - It is assumed that all existing AV equipment will be fully compatible with the new system. AVI Systems is NOT RESPONSIBLE for any malfunctions or incompatibility issues arising between the new and existing AV equipment. If any of the existing equipment fails, additional equipment and labor costs WILL APPLY.
25. If an existing control system requires modification, the original source code must be provided by the client. If the source code is unavailable, additional charges WILL APPLY for new code development.
 26. The client MUST provide a network cable drop (PoE LAN) with internet access for all A.V. equipment requiring it. All such equipment MUST be on the same subnet. The network drop MUST be in place before the A.V. installation date.
 27. The client is RESPONSIBLE for replacing dead batteries in any battery-powered equipment.
 28. If the project involves DIRT or custom walls, the client MUST install the display bracket kits and any wall-mounted display equipment.
 29. The client is RESPONSIBLE for setting up and managing MTR, Zoom, Webex, or any other meeting system accounts and subscriptions.
 30. An OFE LAN drop with internet access is required for UC and room schedulers (MUST be on the same subnet), if applicable, and MUST be installed prior to the A.V. installation date.
 31. If a DSP with second-page controls is used, an OFE LAN drop with internet access is required. It MUST be on the same subnet as the UC LAN drop (for systems using the same DSP).
 32. The client MUST ensure floor clearance for technicians during installation. This clearance MUST comply with OSHA standards for safety.

C. Construction Considerations:

In order to accomplish the outlined goals of this project, the Customer will be RESPONSIBLE for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

D. NOTICE: This Scope of Work is delivered on the basis of the following Assumptions:

1. The room(s) match(es) the drawings provided.
2. Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
3. Site preparation will be verified by the AVI Systems project manager or representative before scheduling the installation. All work areas should be clean and dust-free prior to the beginning of the on-site integration of electronic equipment.
4. Customer communication of readiness will be considered accurate and executable by the AVI Systems project manager.
5. In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
6. Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.

7. There is ready access to the building/facility and the room(s) for equipment and materials.
8. There is secure storage for equipment during a multi-day integration.
9. If Customer-furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
10. All Network configurations including IP addresses are to be provided, operational, and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
11. Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
12. Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
13. The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
14. In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration efforts that are different from those documented may have an effect on the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.
15. If running low-voltage wiring above the ceiling is done by others, the client facility **MUST** provide a technician to install all needed A.V. equipment and run all the A.V. wiring above the ceiling. The client facility's technician **MUST** be present during the whole installation.
16. **The client must provide parking for the technician's van within 800 feet of the site.** If parking fees apply, additional charges may be incurred.
17. **Quoted labor applies to standard business days/hours:** Monday through Friday, 8:00 AM to 5:00 PM (excluding holidays) at non-union rates unless otherwise specified. If labor is required after hours, on weekends, or if union rates or additional labor are needed, additional charges will apply.