



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Request from Javier Montemayor, Jr., Pat Campos, Judd Gilpin and Juan Roberto Ramirez for Use of Board of Trustees Discretionary Funds for the United ISD Natatorium for \$10,672

SUBMITTED BY: Javier Montemayor, Jr., Pat Campos, Judd Gilpin and Juan Roberto Ramirez **OF:** Board Members

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: July 20, 2011

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees approve a Request from Javier Montemayor, Jr., Pat Campos, Judd Gilpin and Juan Roberto Ramirez for Use of Board of Trustees Discretionary Funds for the United ISD Natatorium for \$10,672.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:



Exhibit A

United Independent School District
Board of Trustees Discretionary Funds Request Form
Fiscal Year 2010-2011

Requesting Campus: United ISD Swimming Pool

Campus Principal: Robert Cruz

Board Member: Pat Campos, Ricardo Rodriguez,

Board Member: Judd Gilpin and Juan R. Ramirez

Description of Request:

Single Line Outdoor Swimming Scoreboard

Pat Campos - \$5,000, Rick Rodriguez - \$2,300, Judd Gilpin - \$2,919, Juan R. Ramirez - \$453

Estimated Cost of Request: \$10,672.00

Principal Signature: [Signature] Date 6/22/11

Associate Superintendent Approval: Yes No

Associate Superintendent Signature: Date:

Superintendent Approval: Yes No

Superintendent Signature: Date:

Board Member Approval: Yes No

Board Member Signature: Date:

Board Member Signature: Date:

Board Member Signature: Date:

Board Member Signature: Date:

Board Approval: Yes No Date Approved:

Please return the completed form to the Superintendent's Office for final processing.

Quote # 410308-1 Rev 1

United Independent School District
 Bobby Cruz
 5208 Santa Claudia Ln
 Laredo, TX USA 78043
 Phone: (956) 473-5600
 Fax:
 Email: rcruz@uisd.net

19/Apr/2011
 Quote valid for: 60 days
 Terms: NET 30 FROM DATE OF
 INVOICE
 FOB: DAKTRONICS
 Delivery: Call for Production Time

Reference: Aquatics

Item No.	Model	Description	Qty	Price
1	SW-2101-11 PERMANENT	Single Line Outdoor Swimming Scoreboard	1	\$10,672.00
		Digit Type: PANAVIEW Weight: Unpackaged 64 lbs per display; Packaged 90 lbs per display		
	SW-2006-13	Indoor Event/Heat Display Module	1	
		Digit Type: PANAVIEW Weight: Unpackaged 45 lbs per display; Packaged 64 lbs per display		
	W-1234	Two-Pair 22 AWG Individually-Shielded Control Cable; requires conduit	500	
	OM2120	OmniSport 2000 aquatics control console. Programmed for swimming, diving, water polo, pace clock and semi-automatic track timing	1	
	EN-1866	OmniSport 2000 Carrying Case	1	
	0A-1056-0146	Individual Above Deck Lane Module	7	
	0A-1056-0151	50ft (15.24m) Lane Extension Module	1	
	0A-1056-0155	Backup pushbutton; 5ft (1.52m) cable	14	
	HS-200	HS-200; includes wired microphone, 15ft (4.57m) mic extension and 30ft (9.14m) molded start cable	1	
	0A-1056-0129	HS200/200R Backstroke flag pole mounting bracket	1	
	0F-1056-0030	40 Watt Auxiliary Speaker. Includes Backstroke Flagpole Mounting Bracket.	1	
	0A-1056-0154	Speaker Extension Cable; 125ft (38.1m)	1	
	FREIGHT	Shipping to site	1	
	INSTALL-P	Physical installation -- See attachment A.	1	
Services				
2	G2C2-W	Two Year Warranty - Parts Coverage - G2G2	1	
	On-site Labor	One Year Extended Service for on-site labor coverage	1	

TOTAL PRICE: \$10,672.00

Please reference listed sales literature: DD1569120 for On-site Labor, DD1628366 for G2C2-W, SL-03933 for T7078, SL-04193 for SW-2006-13, SL-04206 for SW-2101-11 PERMANENT, SL-05408 for OM2120, SL-05774 for HS-200

Options

Please contact your sales representative for additional information

T7078	78" x 22" T-7000 Series Stainless Steel Touchpad. Includes gutter mount bracket.	8	\$7,140.00
0A-1040-0052	Domestic Touchpad Storage Cart; holds up to ten T-6060 or T-6078 Touchpads	1	\$723.00



AQUATICS TIMING SYSTEM AUXILIARY MODULE SPECIFICATIONS

These LED (light emitting diode) modules are available in indoor 120 V AC (-13), indoor 230 V AC (-14), outdoor 120 V AC (-11) and outdoor 230 V AC (-12) models.

PRODUCT SPECIFICATIONS

PRODUCT SAFETY APPROVAL:

ETL listed and tested to CSA standards
CE approved

DIMENSIONS:

One-line modules: Height 1'-2", Width 9'-0", Depth 6" (356 mm, 2743 mm, 152mm)
Two-line module: Height 1'-9", Width 9'-0", Depth 6" (533 mm, 2743 mm, 152 mm)

WEIGHT:

One-line modules: 45 lb (20 kg); two-line module: 65 lb (29 kg)

POWER:

200 W maximum, 120 V AC (0.8 A) or 230 V AC (0.4 A) configurations are available

CONSTRUCTION:

Durable, lightweight aluminum for excellent corrosion resistance

DIGITS:

All digits are 10" (254 mm) high, with seven bar segments per digit. Indoor and outdoor digits are red, amber or alternating rows of amber and red digits. All digits consist of PanaView® LEDs.

AUXILIARY MODULES PRODUCT SPECIFICATIONS (CONTINUED)

- CAPTIONS:** All captions are 5" (127mm) high. All captions for models SW-2004 and SW-2008 are on changeable panels. Captions on models SW-2006 and SW-2007 are applied directly to the display face.
- CABINET COLOR:** Finish is acrylic black.
- OPERATING TEMPERATURES:** Display: 32 to 122 degrees Fahrenheit (0 to 50 degrees Celsius)
Controller: 32 to 122 degrees Fahrenheit (0 to 50 degrees Celsius)
- CONTROL CONSOLE** The scoreboards can be controlled by Daktronics OmniSport 1000, 2000 and 6000 controllers, Colorado Time Systems® (CTS) controllers, Omega® Ares 21 or OSM6 controllers (swim mode only), Omega Scan'O'Vision™ and Finish Lynx® photo finish systems. Please specify when ordering.
- CONTROL CABLE:** A two conductor shielded communication control cable of 22 AWG minimum is required.
- JUNCTION BOX:** A cover plate with mounted 1/4" stereo phono connector and standard 2"x2"x4" (51 mm, 51 mm, 102 mm) outlet box is provided. The connector mates with the connector from the scoreboard controller.
- GENERAL INFORMATION:** Each scoreboard section comes completely assembled. 100% solid state electronics housed in an all aluminum cabinet.
- OPTIONS:**
1. Logo/sponsor panel (Standard Sizes: Height 1'-2" by Width 9'-0"; Height 1'-9" by Width 9'-0"; and Height 2'-4" by Width 9'-0")
 2. Electronic message center
 3. Alternate caption colors available (see SL06409)

For more information on Daktronics scoring/timing products, call **1-800-DAKTRONICS** (1-800-325-8766) or visit www.daktronics.com



PLACE LANE TIME
1 2 20:10.56

SW-2101 AQUATICS SCOREBOARD SPECIFICATIONS

This one-line LED (light emitting diode) aquatics scoreboard operates seamlessly with Daktronics OmniSport® series controllers or multiple competitors' controllers. The scoreboard displays LANE, PLACE and TIME information and is available in indoor 120 V AC (-13), indoor 230 V AC (-14), outdoor 120 V AC (-11) and outdoor 230 V AC (-12) models.

PRODUCT SPECIFICATIONS

PRODUCT SAFETY

APPROVAL: ETL listed and tested to CSA standards
CE approved

DIMENSIONS: Height 1'-9", Width 9'-0", Depth 6" (533 mm, 2743 mm, 152 mm)

WEIGHT: 45 lb (20 kg)

POWER: 100 W maximum, 120 V AC (0.8 A) or 230 V AC (0.4 A) configurations available

CONSTRUCTION: Durable, lightweight aluminum for excellent corrosion resistance
Shipped in one section

DIGITS: All digits are 10" (254 mm) high with seven bar segments per digit. Indoor digits and outdoor digits are red, amber or alternating rows of red and amber. All digits consist of PanaView® LEDs.

CAPTIONS: All captions are 5" (127 mm) high. All captions and colons are white vinyl. All captions are applied directly to changeable panels.

CABINET COLOR: Finish is acrylic black.

SW-2101 PRODUCT SPECIFICATIONS (CONTINUED)

- OPERATING TEMPERATURES:** Display: 32 to 122 degrees Fahrenheit (0 to 50 degrees Celsius) Controller: 32 to 122 degrees Fahrenheit (0 to 50 degrees Celsius)
- COMPATIBILITY:** The SW-2000 series scoreboards can be controlled by Daktronics OmniSport® 1000, 2000 or 6000 controllers, Colorado Time Systems® (CTS) controllers, Omega® Ares 21 or OSM6 controllers (swim mode only), Omega Scan'O'Vision™ and Finish Lynx® photo finish systems. Please specify when ordering.
- CONTROL CABLE:** A two conductor shielded communication control cable of 22 AWG minimum is required.
- JUNCTION BOX:** A cover plate with mounted 1/4" stereo phono connector and standard 2"x2"x4" outlet box is provided. The connector mates with the connector from the scoreboard controller.
- GENERAL INFORMATION:** Each scoreboard module comes completely assembled. 100% solid state electronics housed in an aluminum cabinet.
- OPTIONS:**
1. Logo/sponsor panel (Standard Sizes: Height 1'-2" by Width 9'-0"; Height 1'-9" by Width 9'-0"; and Height 2'-4" by Width 9'-0")
 2. Electronic message center
 3. Alternate caption colors available (see SL06409)

For additional information on Daktronics scoring/timing products, call 605-697-4300 or 800-843-9878.

OmniSport® and PanaView® are registered trademarks of Daktronics, Inc. Colorado Time Systems®, Omega®, Scan'O'Vision™ and FinishLynx are registered trademarks of the owners.

SL050509-04206 Page 2 of 2 Copyright © 2003-2009 Daktronics, Inc.

For faster service call the appropriate sales group toll-free:

800-DAKTRONICS (800-325-8766) General Sales
888-DAK SCORE (888-325-7267) High School/Park & Rec Sales
888-DAK SIGN (888-325-7446) Commercial Sales
800-558-9526 Business Communications Sales
888-DAK TIME (888-325-8463) College/University Sales
888-CHRONDEK (888-247-6633) Auto Racing Sports



Exclusions:

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

Unless expressly stated otherwise in this Quote # 410308-1 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

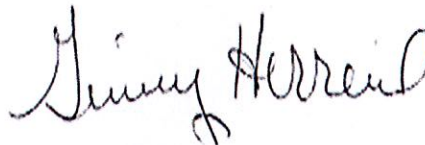
If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

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



Jose Rodriguez
 PHONE:
 FAX: 605-697-4746
 EMAIL: Jose.Rodriguez@daktronics.com



Ginny Herreid
 PHONE: 605-697-4325
 FAX: 605-697-4700
 EMAIL: Ginny.Herreid@daktronics.com

Terms And Conditions:

- The Terms and Conditions which apply to this order available on request.
- | | |
|---|--|
| SL-02375 Standard Terms and Conditions of Sale | www.daktronics.com/terms_conditions/SL-02375.pdf |
| SL-02374 Standard Warranty and Limitation of Seller's Liability | www.daktronics.com/terms_conditions/SL-02374.pdf |
| SL-07862 Software License Agreement | www.daktronics.com/terms_conditions/SL-07862.pdf |
| SL-04116 Graphic File Standards | www.daktronics.com/terms_conditions/SL-04116.pdf |

Acceptance:

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

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

Customer Signature _____

Date _____

Print Name _____

Title _____

Purchase Order Information:

United Independent School District PO# _____ PO Date _____

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

Same as Bill to

Ship To:

Company

Contact Person

Address

City

_____ State _____ Zip

Telephone

Fax

Email

Same as Ship to

End User:

*Company

Contact Person

Address

*City

_____ *State _____ *Zip

Telephone

Fax

Email

*Required Information

BILL TO (if different from quoted address):

Company

Contact Person

Address

City

_____ State _____ Zip

Telephone

Fax

Email

AQUATICS SYSTEMS - SCOREBOARDS AND TIMING EQUIPMENT WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Daktronics with respect to the Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Agreement.

DAKTRONICS WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE EQUIPMENT.

1. Warranty Coverage

A. Except as otherwise provided herein, Daktronics warrants to the original end-user that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of two (2) years for timing equipment and permanently mounted scoreboards and one (1) year for portable scoreboards and clocks. This Warranty shall commence on the earlier of: (i) four weeks from the date that the Equipment leaves Daktronics' facility; or (ii) Substantial Completion as defined herein.

"Substantial Completion" means the operational availability of the Equipment to the Purchaser in accordance with the Equipment's specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.

B. Batteries, battery-packs, battery recharging equipment, solar panels, pushbuttons, speakers, test meters, data cables and handheld control consoles/units are warranted for one (1) year from date of shipment from Daktronics' facility.

C. Where a third party's equipment or software is supplied, such manufacturer's warranty and warranty period shall apply in place of the above, and Seller hereby assigns to Purchaser all of the rights under transferable third party warranties for such equipment and/or software.

D. Daktronics' obligations under this Warranty are limited to replacing or repairing any electronics component or part thereof that is found by Daktronics not to conform to the Equipment's specifications. Unless otherwise directed by Daktronics, any defective part or component shall be returned to Daktronics for repair or replacement in accordance with paragraph E. This Warranty does not include on-site labor charges to remove or install these components.

E. Purchaser shall pay ground transportation charges for the return of any defective component of the Equipment to Daktronics. If returned Equipment is repaired or replaced under the terms of this Warranty, Daktronics will prepay ground transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the Equipment back to the Purchaser. All returns must be pre-approved by Daktronics before shipment. Daktronics shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

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

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

H. THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE SELLER UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE EQUIPMENT OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH PURCHASER MAY BE BUYING THE EQUIPMENT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THIS WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

2. Exclusions from Warranty Coverage

This Warranty does not impose any duty or liability upon Daktronics for any of the following:

A. Damage occurring, at any time, during shipment of Equipment unless otherwise provided for in the Agreement. When returning Equipment to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, and agrees to use any shipping containers that might be provided by Daktronics and to ship the Equipment in the manner prescribed by Daktronics;

B. Damage caused by the unauthorized adjustment, repair or service of the Equipment by anyone other than personnel of Daktronics or its authorized repair agents;

C. Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;

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

E. Any statements made about the product by salesmen, dealers, distributors or agents, unless such statements are in a written document signed by an officer of Daktronics. Such statements as are not included in a signed writing do not constitute warranties and shall not be relied upon by Purchaser and are not part of the contract of sale;

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

G. Any performance of preventive maintenance.

3. Limitation of Liability

Daktronics shall be under no obligation to furnish continued service under this Warranty if: (i) the Equipment is not installed in accordance with the Equipment's manual, including, but not limited to the earth grounding requirements, (ii) alterations are made to the Equipment without the prior written approval of Daktronics, or (iii) if the equipment is moved from its location of initial installation or reinstalled without the prior written approval of Daktronics, unless the displays were designed by Daktronics to be mobile.

It is specifically agreed that the price of the Equipment is based upon the following limitation of liability. In no event shall Daktronics (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Daktronics has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort or statutory duty, principles of indemnity or contribution, or otherwise.

In no event shall Daktronics be liable to Purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the purchase price of the Equipment actually delivered to and paid for by the Purchaser. The Purchaser's remedy in any dispute under this Warranty shall be ultimately limited to the Purchase Price of the Equipment to the extent the Purchase Price has been paid.

4. Dispute Resolution

Any dispute between the parties will be resolved exclusively and finally by arbitration administered in accordance with the rules of the American Arbitration Association ("AAA"), except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Sioux Falls, South Dakota. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

5. Governing Law

The rights and obligations of the parties under this Warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980. Both parties consent to the application of the laws of the State of South Dakota to govern, interpret, and enforce all of Purchaser and Daktronics rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.

6. Availability of Extended Service Agreement

For Purchaser's protection, in addition to that afforded by this Warranty set forth herein, Purchaser may purchase extended services to cover the Equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts repair and/or on-site labor for an extended period from the date of expiration of this Warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this Warranty for extended additional services. For further information, contact Daktronics Customer Service at 1-877-605-1116.

Standard Terms and Conditions of Extended Service

1. Scope of Extended Service Agreement. The scope of the Extended Service Agreement may provide for equipment listed on either the face of the document or Attachment A and may include those services as defined on Attachment A (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee). Response Times are defined on Attachment A.

2. Daktronics, Inc. recognizes that Purchaser may, for operating convenience, desire to utilize its own form in acknowledging this order such as issuing a subsequent Purchase Order, or other order confirmation form. Therefore, it is agreed that any Purchase Order or other form subsequently issued shall incorporate the terms and conditions of this Agreement and any provision in the form of acceptance used, which modifies, conflicts with, or contradicts any provision of this Agreement shall be deemed to be waived. This Agreement can only be accepted on the terms set forth hereon.

3. Commencement Date. Unless otherwise agreed to in writing, this Agreement becomes effective upon the date stated as the "Commencement Date" on the cover page of this Agreement.

4. Conditions Precedent. The obligations of Daktronics in this Agreement are subject to the express condition precedent that Purchaser shall perform its obligations under the Agreement, particularly those obligations defined in Attachment A. Daktronics may, at its sole discretion, waive these conditions. The Purchaser's rights and Daktronics obligation under this Agreement shall be suspended until all payments owing to Daktronics are current.

5. Payment Terms. Purchaser agrees to pay Daktronics according to the Payment Schedule as outlined on the face of this document or on Attachment B. In addition, the Purchaser agrees to pay or reimburse Daktronics for any taxes or charges resulting from this Agreement that are levied by a taxing authority, and shall hold harmless and indemnify Daktronics from the claims of any governmental authority asserting that any such Tax is due and payable.

6. Conditions of Coverage. This Agreement provides for the services defined on Attachment A, provided the equipment is installed with the recommended ventilation/air conditioning system for its location. Air conditioning systems must be maintained according to manufacturer's specifications. If equipment contains LEDs, this agreement does not cover LED degradation, which occurs when the LEDs continue to emit light, but at some lesser level of brightness.

Daktronics will repair or replace failed radio components. A radio component has failed when it does not transmit or receive data properly. Local site interference or obstructions may cause intermittent or complete failure of radio performance. This Agreement does not include the provision of replacement communication methods (such as wire, fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference.

Certain failures may result in a required total replacement and/or upgrade of any or all of the components in the system. In the event of a failure, the component will be checked thoroughly and if the component can be repaired or replaced, the costs of the repair or the replacement part are included in this Agreement.

If the component cannot be repaired or replaced for whatever reason, and an upgrade is required, then the Purchaser shall be responsible for

the difference in cost between the upgraded component and the cost of the repaired or replaced component to the extent the cost of the upgraded component exceeds the cost of the repaired or replaced component. Further, the Purchaser shall be responsible for any additional upgrades required by the upgraded component in the integrated system.

Daktronics, Inc. will have sole discretion with regard to selecting the parties delivering services under this agreement.

7. Service outside the Scope of Services listed on Attachment A may be provided on a time and material basis according to the then current rates. Subject to the limitations in the Scope of Services, Daktronics will maintain the equipment for normal wear and tear. The equipment may require additional maintenance beyond the Scope of Services attributable to causes other than normal wear and tear. Such causes may include, but are not limited to: inadequate or improper power, improper care or abuse of equipment, unauthorized attempts to repair or modify the equipment, failures caused by environmental conditions beyond Daktronics' control such as corrosives and metallic pollutants, acts of God or nature (including damage done by vermin), terrorism, vandalism, or war.

Service does not include paint or refinishing the equipment or furnishing material for this purpose, electrical work external to the equipment, or service of accessories, alterations, attachments, or other devices not furnished by Daktronics unless otherwise agreed in writing. Batteries and metallic or fiber optic data cable are not covered unless otherwise agreed to in writing.

This Agreement does not cover defects or failure resulting from the use of replacement parts not supplied by Daktronics.

The Purchaser shall provide normal access to the equipment. Normal access is defined as unfettered, solid, safe and unrestricted access to the entire display/equipment, taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment required to access the equipment. Special circumstances will not be covered under this Agreement, including, without limitation, the presence of any additional equipment and/or personnel to ensure safety of service personnel.

In no event shall Daktronics be obliged to perform Services under this Agreement during the existence of Adverse Conditions. "Adverse Conditions" include, among others, without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the sole discretion of Daktronics.

Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Agreement until such time as the equipment becomes accessible once again.

8. Service Request. Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment. The Purchaser shall immediately notify Daktronics in writing of equipment failure and allow Daktronics full and free access to the

equipment. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site. Also, the Purchaser will allow Daktronics to use necessary machines, communication facilities, and other equipment at no charge.

9. Return Items. All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) or e-mail (helpdesk@daktronics.com) unless otherwise directed by Daktronics.

10. Shipping. When returning Equipment to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, and agrees to use any shipping containers, which might be provided by Daktronics, and to ship the Equipment in the manner prescribed by Daktronics.

11. Limitation of Warranty. Daktronics shall be under no obligation to furnish continued service under this Agreement if the equipment is moved from its location of initial installation or reinstalled without the prior written approval of Daktronics, unless the equipment was designed by Daktronics to be mobile.

12. Confidentiality. Purchaser shall consider all information, including the terms and conditions of this Agreement, furnished by Daktronics to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Agreement unless Purchaser obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Agreement.

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

14. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any and all liability, losses, damages, costs or expenses (collectively, "Losses") arising out of or in any way related to: (i) any material breach of this Agreement by Daktronics; (ii) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Agreement; (iii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright,

trademark, or other intellectual property right regarding the equipment or the Software and its components; or, (iv) any fine or assessment with respect to any violation or alleged violation of any Applicable Laws regarding safety or health.

The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any material breach of this Agreement by the Purchaser; or (ii) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control).

15. Limitation of Liability. The parties agree that in no event whatsoever shall the liability of either party exceed the amount of the purchase price. It is agreed that in no event shall either party be liable for special, incidental, consequential or indirect damages, regardless of cause. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

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

17. Assignment. Unless otherwise stated, this Agreement may not be assigned by either party without the written consent of the other party.

18. Termination. If either party neglects or fails to perform any of its obligations under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof, the other party shall have the right to terminate this Agreement.

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

Attachment A

On-Site Labor

Scope of Services

1. Electronic Parts Coverage which includes:
 - 1.1. Expedited Parts Processing: for Repair & Return and Replacement parts.
 - See Estimated Processing Times for Service Parts (DD#1428254) for estimated lead and delivery times.
2. Technical Phone Support:
 - 2.1. Priority phone support hours: 7:30 a.m. - 10:00 p.m. CST, daily.
 - 2.2. Remote assisted technical support.*
3. Account Services: Access to Daktronics Service Coordination: 7:30 a.m. - 6:00 p.m. CST, Monday-Friday.
4. On-Site Field Services: On-site response within 24-48 hours of notification.
5. Costs of access to the display/equipment with a 45' aerial lift or bucket truck for outdoor equipment, taking into account environmental or site conditions, or 15' for indoor equipment.

This On-Site Labor package shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the On-Site Labor service package. Examples of services that are not within the scope of standard service include, but are not limited to, the following:

1. Remote monitoring services.
2. Camera calibration.
3. Display washing.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or management and all configuration, set-up, and operation for events/usage.
2. Purchaser is responsible for lift access charges for equipment which does not meet the criteria stated in Section 5 of the Scope of Services listed above.
3. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Standard Terms and Conditions of Extended Service attached hereto.
 - 3.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
 - 3.2. Purchaser is responsible for routine, preventative maintenance functions of the external cooling systems (including but not limited to filters, fans, air conditioning) for displays.

*Available with internet connection

Daktronics Schools and Theatres

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