

# Retail Sales Agreement



**Reference Number:** 1295282  
**Prepared For:** Canyon County  
**Attn:** Caitlin Pendell

**Prepared By:** Greg Nettles  
**Phone:** 208-203-3400  
**Email:** greg.nettles@avisystems.com

**Date:** September 16, 2024  
**Project:** Canyon County Administration Building  
**Project Number:**

AVI Systems Inc.  
12586 W Bridger St, Suite 100, Boise, ID 83713  
**Phone:** (208)426-8238  
**Fax:**

## INVOICE TO

Attn: Caitlin Pendell  
Canyon County  
1115 Albany  
Caldwell, ID 83605

**Phone:** (208) 454-6604  
**Email:** caitlin.pendell@canyoncounty.id.gov  
**Customer Number:** CAC0039

## SITE

Attn: Caitlin Pendell  
Canyon County Administration Building  
111 North 11th Avenue  
Caldwell, ID 83605

**Phone:** 208-454-7401  
**Email:** caitlin.pendell@canyoncounty.id.gov

**COMMENTS:** For Service Support Agreement for Canyon County's Board of County Commissioners Room and Fair and Expo Facility. Agreements effective September 12<sup>th</sup>, 2024 through September 11<sup>th</sup>, 2025

## PRODUCTS AND SERVICES SUMMARY

Equipment	
Integration	
PRO Support	\$34,285.72
Shipping & Handling	
Tax	
<b>Grand Total</b>	<b>\$34,285.72</b>

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.

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 CHECK. 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

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

Canyon County  
Company  
[Signature]  
Signature  
Ledie VanBeek  
Printed Name  
9/26-24  
Date

## AVI Systems, Inc.

[Signature]  
Company  
Michael Fornander  
Michael Fornander (Sep 30, 2024 09:34 MDT)  
Signature  
Michael Fornander  
Printed Name  
Sep 30, 2024  
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

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### PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement - Canyon County BOCC Room 104 (12 months coverage, 9/12/2024 - 9/11/2025)	1	\$7,142.86	\$7,142.86
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement - Canyon County Fair & Expo (12 months coverage, 9/12/2024 - 9/11/2025)	1	\$27,142.86	\$27,142.86

*Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.*

## SERVICES TO BE PROVIDED

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### SUMMARY:

The Canyon County has two spaces in need of a 1-year service contract. The two spaces included in are the Fair and Expo Building and the Canyon County Courthouse BOCC.

The Canyon County Courthouse BOCC room 104 is a space originally integrated by Neurilink powered by AVI Systems and is no longer under an active service contract.

Likewise, the Fair and Expo facility is also no longer under an active service contract.

This proposal aligns start and ending dates to be the same for both spaces.

The following list captures the known owner furnished equipment within the Canyon County Courthouse BOCC room 104:

- x1 Owner Furnished Equipment: 42RU Rolling Equipment Rack
- x4 Owner Furnished Equipment: Bose FreeSpace ZA 190-HZ
- x10 Owner Furnished Equipment Bose FreeSpace In-Ceiling Speakers, 4 Zone
- x1 Owner Furnished Equipment: Listen LT-800 FM System
- x1 Owner Furnished Equipment: 1G Mic, HDBT Input Plate
- x1 Owner Furnished Equipment: HP 8-Port Network Switch
- x1 Owner Furnished Equipment: TrippLite Smart1500LCD
- x1 Owner Furnished Equipment: RapcoHorizon PB-8
- x1 Owner Furnished Equipment: Middle Atlantic PD-1820R-RN
- x1 Owner Furnished Equipment: Cisco Webex
- x1 Owner Furnished Equipment: On-Prem Skype for Business
- x1 Owner Furnished Equipment: 15A 120VAC @ each display
- x2 Owner Furnished Equipment: LAN @ Rack Location: XIO, CP4N
- x1 Owner Furnished Equipment: VoIP @ Rack Location: Tesira VT
- x1 Owner Furnished Equipment: TBD Cisco or Avaya for VOIP
- x1 Owner Furnished Equipment: Cabinetry work for 22" Monitor Installs
- x4 Owner Furnished Equipment: Floor Boxes and Core Drilling
- x2 Owner Furnished Equipment: Sanus Full Motion Mount
- x 3 NEC 65" LED Display, 3840x2160, 18/7 ME651
- x 1 Chief 8" (203 mm) Ceiling Plate CMA110
- x 1 Chief 6-8' Adjustable Extension Column, Black CMS0608
- x 1 FUSION™ Large Flat Panel Ceiling Mount LCM1U
- x 1 NEC 43" LED Display, 3840x2160, 18/7 ME431
- x 1 Chief 8" (203 mm) Ceiling Plate CMA110
- x 1 Chief 6-8' Adjustable Extension Column, Black CMS0608
- x 1 Chief Fusion Medium Flat Panel Ceiling Mount MCM1U
- x 3 NEC 22" 1920 x 1080 LED Monitor 8/7 - black EA224WMI-BK
- x 1 Crestron 4-Series Control w/ Dedicated Ethernet, Rackmount CP4N
- x 1 Crestron XiO Cloud Mgmt Service, 1 device, 1 year subscription SW-XIOC-P-1
- x 1 Crestron XiO Director Virtual Switching Appliance, 80 Endpoints DM-NVX-DIR-80
- x 7 DigitalMedia™ 4K60 4:4:4 HDR Network AV Encoder DM-NVX-E30
- x 7 DigitalMedia™ 4K60 4:4:4 HDR Network AV Decoder DM-NVX-D30
- x 2 Crestron 4K60 Network Encoder/Decoder, HDCP 2.2 & HDR10 DM-NVX-350
- x 1 Crestron 10.1 in. Tabletop Touch Screen, White Smooth TS-1070-W-S
- x 1 Crestron XPanel XPanel
- x 1 Crestron Occupancy Sensor, PIR & Ultrasonic CEN-ODT-C-POE
- x 1 Cisco Managed Switch, 48-port PoE, w/ Four 1G SFP CBS350-48P-4G-NA
- x 1 Elmo TT12F 1378 Document Camera TT-12F
- x 1 AVer CAM520 Pro2 Video Conferencing Camera COM520PR2
- x 1 Crestron USB Over Ethernet Endpoint Wallplate, Remote, White USB-NX2-REMOTE-1G-W
- x 1 Off-Set Drop Down Mount for Vaddio ClearVIEW HD-20, HD-19 & HD-18 535-2000-296
- x 1 Tascam SS-R250N Solid-State Memory Recorder with Networking SS-R250N
- x 1 Neurilink Rack Logo Plate w/ RJ45 service port 1LRS-NL-002
- x 1 Shure Handheld Transmitter w/ SM58 Microphone MXW2/SM58
- x 1 Shure Two-Channel Access Point Transceiver MXWAPT2
- x 1 Shure Two-Channel Networked Charging Station MXWNCS2
- x 1 Biamp TesiraFORTÉ DSP Fixed I/O Server TesiraFORTÉ AVB VT
- x 1 Biamp Hole Saw & Driver for installing TCM-X mics Parlé TCM-X Installation Tool
- x 2 Biamp AVB Beamtracking ceiling mic, WHITE TCM-X WHITE
- x 1 Biamp Expansion AVB Beamtracking ceiling mic, WHITE TCM-XEX WHITE
- x 3 Biamp Ceiling tile bridge for TCM plenum boxes (all models) TB-1



- x 3 Biamp Seismic cable adapter for TCM plenum boxes (all models) Seismic Cable Adapter
- x 1 Biamp 5-Port Expansion Device w/ AVB to Dante Bridging TesiraCONNECT TC-5D
- x 2 Crestron Amplifier, 1/2/4 Channel, 70/100V, 4/8 Ohm AMP-X300
- x 3 Shure Gooseneck Microphone, attached desktop base, supercardioid, length 45 cm (18), with programmable but MX418D/S

## CUSTOMER CARE

### CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in the Definitions, for covered Systems.

**Customer Care Entitlement Matrix**

Entitlement	Definition	System Support	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Remote initiation within two (2) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8 am-5 pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Onsite response within eight (8) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	
System Training	AVI Systems conducts user training to cover the operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separately from this agreement.	Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems serialized tracks asset information for Systems.	Included	

### CUSTOMER CARE DEFINITIONS

**System** – the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

**Priority Support** – all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

**Remote Support** – a service whereby remote calls are made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

**Onsite Support** - Service level response assumes the client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client's location is beyond 60 miles of an AVI Systems Service Center.

**Consumables** – parts such as recording media, batteries, projection lamps, bulbs, etc. Consumables are parts that are not included in this Agreement.

**Obsolete Equipment** – items (though possibly still in use) that are outdated with no manufacturer support or parts availability or products with the formal end of life as defined by their manufacturer. Obsolete Equipment is parts that are not included under this Agreement.

**Best Effort** – AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

**Software Update Assistance** – revisions of existing software, which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact the ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separately from this agreement.

### SYSTEM SUPPORT TERMS

**Coverage Dates** – Unless otherwise stated, the service coverage date will be effective as of substantial completion or the System Support Agreement invoice date, whichever is applicable. Coverage will extend for the duration specified by the corresponding line-item

description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

## **RSS SERVICES TERMS**

### **1. LICENSED CONTENT**

In addition to any other rights under the Agreement, AVI Systems, Inc. ("AVI Systems") grants Customer, during the term of this Agreement and subject to the terms and conditions of this Agreement, a license to use syndicated media and/or data provided by AVI Systems (the "Service") on Customer's network of public digital signage displays (the "Network"). All information offered to Customer is the sole and exclusive property of AVI Systems or its content partners. The customer agrees that it will not sell or make items from the Service available to any other entity or make the Service publicly available via the world wide web.

Customer shall not use or permit the use of material from AVI Systems in any way that compromises the integrity thereof or which infringes any copyrights or other intellectual property rights, contracts, or proprietary interests or cause the material to be displayed on any other medium other than public digital displays.

### **2. WARRANTIES AND DISCLAIMERS**

AVI Systems warrants that it is licensed to grant a license to use the content delivered by the Service as set forth herein. AVI Systems warrants that to the best of its knowledge, Customer's use of the Service in accordance with this agreement will not infringe upon any copyright or other intellectual property right of AVI Systems or any third party.

The Parties acknowledge that in normal industry practice, errors occur, and AVI Systems makes no representations and warranties as to the sequence, completeness, accuracy, and/or reliability of the Service. AVI Systems, subject to the fundamental obligation to give impartial material worthy of confidence, will make its best efforts not to contravene any laws (including, but not limited to, the law of defamation) or regulations in any country in which AVI Systems distributes the Service.

IN NO EVENT SHALL AVI SYSTEMS OR ITS CONTENT PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, ARISING FROM ANY ACT OR FAILURE TO ACT BY AVI SYSTEMS OR ITS CONTENT PARTNERS WHETHER OR NOT IT HAD ANY KNOWLEDGE ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, NOR SHALL THEY BE LIABLE FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINES FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF MATERIAL FROM AVI Systems.

### **3. SURVIVAL**

The rights and obligations of User, AVI Systems, and its content partners under the foregoing paragraphs will continue notwithstanding any termination of this Agreement.

### **4. ARCHIVE RIGHTS**

All archive rights between AVI Systems and Customer terminate upon termination of this Agreement. At that time, the Customer must delete all material received from AVI Systems within ten (10) business days from all on and offline storage.

RSS Services Terms are in addition to AVI Systems' General Terms and Conditions of Sale.







# Signed Canyon County SSA for BOCC and Fair and Expo Building

Final Audit Report

2024-09-30

Created:	2024-09-30
By:	Kris Herrel (kris.herrel@avisystems.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk_8kpqFkju6VHHnzYrd6GcgM1yv0sFuN

## "Signed Canyon County SSA for BOCC and Fair and Expo Building" History

-  Document created by Kris Herrel (kris.herrel@avisystems.com)  
2024-09-30 - 2:07:11 PM GMT
-  Document emailed to michael.fornander@avisystems.com for signature  
2024-09-30 - 2:07:44 PM GMT
-  Email viewed by michael.fornander@avisystems.com  
2024-09-30 - 2:46:48 PM GMT
-  Signer michael.fornander@avisystems.com entered name at signing as Michael Fornander  
2024-09-30 - 3:34:20 PM GMT
-  Document e-signed by Michael Fornander (michael.fornander@avisystems.com)  
Signature Date: 2024-09-30 - 3:34:22 PM GMT - Time Source: server
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