

Retail Sales Agreement



Reference Number: 1333572
Date: November 10, 2025

Canyon County Fair and Expo Building - Additional Mic System

Prepared By: Greg Nettles
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FORTÉ
12586 W Bridger St, Suite 100, Boise, ID 83713
Phone: (208)426-8238
Fax:

COMPANY

Canyon County
1115 Albany
Caldwell, ID 83605

Contact: Curtis Long
Phone: (208) 454-6604
Email: curtis.long@canyoncounty.id.gov
Account Number: CAC0039

PROJECT SITE

Canyon County Fair and Expo Building
1110 County Fair Ave.
Caldwell, ID 83605

Contact: Diana Sinner
Phone: 208-614-5067
Email: diana@canyoncountyfair.org
Account Number: CAC0039

INVOICE TO

Canyon County
1115 Albany
Caldwell, ID 83605

Contact:
Phone:
Email:
Account Number: CAC0039

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$5,742.07
Integration	\$7,163.53
PRO Support	
Shipping & Handling	\$235.00
Tax	
Grand Total	\$13,140.60

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.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ'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 FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ 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.

FORTÉ 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:

FORTÉ
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 FORTÉ 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, FORTÉ 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, FORTÉ 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 FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ 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 FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

<hr/> <p>Company</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Date</p>	<p>FORTÉ</p> <hr/> <p>Company</p> <p><i>Travis Kjerstad</i></p> <p><small>Travis Kjerstad (Nov 10, 2025 11:07:20 MST)</small></p> <hr/> <p>Signature</p> <p>Travis Kjerstad</p> <hr/> <p>Printed Name</p> <p>Nov 10, 2025</p> <hr/> <p>Date</p>
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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 FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ 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>
MISC MATERIALS	AVI SYSTEMS	Cables, Connectors / Miscellaneous	1
RENTAL	AVI SYSTEMS	Lift Rental	1
MXWAPX4=-Z10	SHURE	Access Point Transceiver with 4 wireless audio channels for use with MXW neXt wireless transmitters.	0
MXWAPX4=-Z10	SHURE	Access Point - 4 Ch.	1
MXWNDX4	SHURE	Networked Dock - 4 Bay	1
MXW2X/SM58=-Z10	SHURE	Microphone - Handheld - SM58 Cartridge	1
CAT6P-BLK	VEXTRA COMMSCO	23-4P UNS SOL CMP C6 Blk Jkt	1

Engineering & Drawings
 Project Management
 On Site Integration
 Testing & Acceptance
 Programming

Total: \$12,905.60

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

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 summary below are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may influence 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.

INTEGRATION SCOPE OF WORK

1. SUMMARY:

2. An additional handheld microphone has been requested for the Fair and Expo Building.

This microphone is specifically to be used in the in the large Expo Hall event space inside the building.

To achieve this, a new access point will be installed in the ceiling of the Expo Hall and wired back to the equipment rack and connected to port 13 on the existing Netgear switch. The microphone has rechargeable batteries which can be charged on the charging dock. This charging dock will be located in the ticketing booth and the handheld microphone will stored and charging there as well, when not in use.

We will label the microphone accordingly and it is recommended that the microphone be checked out with the proper personnel when it is requested to use.

In order to integrate the new microphone into the main audio system, DSP (Digital Signal Processing) programming will be required.

3. SYSTEM DESCRIPTION:

3.1. Event Space Microphone Addition

3.1.1. Functionality Description: A hand held microphone has be requested in the large event space at the canyon county fair and expo center. A new access point will be installed in the ceiling of the event space and wired back to the equipment rack and connected to port 13 on the existing Netgear switch. The charging dock and hand held mic (when not in use) will be stored in the ticketing booth. The mic will be label for the event space and checked out when it is requested. DSP programming will be required to integrate the new mic system, into the main audio system.

3.1.2. Audio Solution:

- 3.1.2.1. Access Point Transceiver with 4 wireless audio channels
- 3.1.2.2. Networked Docking Station
- 3.1.2.3. Microphone - Handheld - SM58 Cartridge
- 3.1.2.4. Existing Biamp DSP system

3.1.3. Control Solution:

- 3.1.3.1. Existing Crestron and Biamp systems
- 3.1.3.2. Existing Netgear Switch

3.1.4. Equipment Housing:

- 3.1.4.1. Existing equipment rack

4. PROJECT SPECIFIC CUSTOMER SCOPE OF WORK REQUIREMENTS:

4.1. Requirement 1 Power

- 4.1.1. Power must be provided at mic dock location.

4.2. Requirement 2 Network

- 4.2.1. Owner network must be active and AVI programmer/technician must have access
- 4.2.2. Minimum of 1 network connections must be provided at the rack location (existing Netgear switch)
- 4.2.3. Existing cable path from rack room to event space, chase is in place

5. PROJECT SPECIFIC INSTALLATION CONSIDERATIONS:

5.1. **AVI will provide onsite integration services for defined phases of the construction project:**

5.1.1. The prerequisite tasks that are shown for each phase below must be completed before AVI can proceed with the integration process.

5.1.2. AVI assumes that there are clear, open cable pathways available for equipment housing location and all peripheral device locations to include, projectors/screens, video displays, microphones, loudspeakers, inputs at tables or wall plates, and control interfaces

- 5.1.2.1. If cable pathways are not clear open and available a change order may be necessary for addition labor/materials or to provide an alternative option

5.1.3. Return trips to the jobsite due to incomplete construction tasks that prevent AVI from completing scheduled work are not included in this scope of work and will be assessed a Mobilization Fee and Travel Expenses as detailed below. (Section 8.5)

5.1.4. Additional Change Orders may be presented to meet any scheduling demands due to installation availability at the time of the rescheduled installation.

5.2. Pre-Installation Assembly:

5.2.1. Owner signoff of control interface design must be provided

5.2.1.1. One revision to the control interface following customer feedback is included in pricing.

5.2.1.2. If further revisions are desired by customer additional charges may apply to cover additional programming time and return trips to site.

5.2.2. Owner furnished network information required for programming must be provided

5.2.3. Creation of integration documentation.

5.2.4. Equipment procurement – Due to market demands and current manufacturing production, lead time of products may vary significantly. Items may take longer to procure or may be entirely unavailable. *AVI will work to source equipment as quickly as possible or work to find suitable substitutes if available. Delays in equipment procurement beyond AVI Systems control could impact the timeline of the project.*

5.2.5. Onsite Installation:

5.2.6. All Section 4 requirements must be completed and signed off by owner

5.2.7. Space must be available to AVI during normal business hours

5.2.8. Space must be clean and secure.

5.2.8.1. Equipment installed onsite will be turned over to the owner/client as being left onsite and will become the responsibility of the owner/client.

5.2.9. The onsite installation process is expected to take approximately 1 business day to complete and must be scheduled and planned for accordingly in the construction/room schedule timeline.

5.2.10. These days would be scheduled only after completion of all prerequisite tasks shown above have been signed off as complete

5.3. Testing/Commissioning: -

5.3.1. Owner with authority to sign off on system completion and functionality must be present upon completion of installation

5.3.1.1. Every effort will be made to schedule this time as far in advance as possible based on installation progress

5.3.1.2. Additional trips to obtain owner signoff of completion or training will result in a change order for the additional trip costs

6. KNOWLEDGE TRANSFER (TRAINING) -

6.1. This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Training is to be performed at the time of system completion.

6.2. Owner and/or owner representatives to be included in the training and operation of the system must be present upon completion of installation unless a separate training date/time was established prior to completion.

6.2.1. Additional trips to obtain owner signoff of completion or training will result in a change order for the additional trip costs

7. EXCLUSIONS: The following work is **not included** in our Scope of Work:

7.1. All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

7.2. Concrete saw cutting and/or core drilling

7.3. Fire wall, ceiling, roof and floor penetration

7.4. Necessary gypsum board replacement and/or repair

7.5. Necessary ceiling tile or T-bar modifications, replacements and/or repair

7.6. Installation of ceiling mounted projection screen

7.7. All millwork (moldings, trim, cut outs, etc.)

7.8. Patching and Painting

7.9. Permits (unless specifically provided for and identified within the contract)

7.10. Unless specifically noted lifts and scaffolding are not included

8. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

8.1. The room(s) match(es) the drawings provided

8.2. Site preparation by others includes electrical and data placement per specifications.

8.3. Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.

8.4. Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.

8.5. In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged **8hr per Technician Dispatched & Travel Expenses** to offset the lost time due to the lack of readiness. The Mobilization Fee & Travel Expenses will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.

8.6. Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of 15 business days or more.

8.7. There is ready access to the building / facility and the room(s) for equipment and materials.

8.8. There is secure storage for equipment during a multi-day integration.

8.9. If Customer furnished equipment and existing cabling is 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.

- 8.10. All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems final integration begins. AVI Systems will not be responsible for testing the LAN connections.
- 8.11. 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 late arrival of these items will result in a change order for time and materials.
- 8.12. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- 8.13. 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

9. AVI SYSTEMS, INC. GENERAL INTEGRATION SERVICES RESPONSIBILITIES

- 9.1. AVI Systems, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.
- 9.2. Provide equipment, materials and service items per the contract products and services detail.
- 9.3. Provide systems equipment integration and supervisory responsibility of the equipment integration.
- 9.4. Provide systems configuration, checkout and testing.
- 9.5. Provide project timeline schedules.
- 9.6. Coordinate with the owner/contractor or other parties involved with this project to insure proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- 9.7. Provide manufacturer supplied equipment documentation.
- 9.8. Provide final documentation and “as built” system drawings
- 9.9. Provide system training following integration to the designated project leader or team as directed in the project specification documents.

10. GENERAL CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- 10.1. Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- 10.2. Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- 10.3. Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- 10.4. Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- 10.5. Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- 10.6. Provide a secure area to house all integration materials and equipment.
- 10.7. Provide a project leader who will be available for consultation and meetings.
- 10.8. Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

System Support

Canyon County already has a service support agreement in place

1333572 V2 - Canyon County Fair and Expo Building Updated - Additional Mic System (1)

Final Audit Report

2025-11-10

Created:	2025-11-10
By:	Kris Herrel (kris.herrel@ourforte.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQGgM9nBkz2Ewjhj6c6hL3wPPRoGobGXQZ

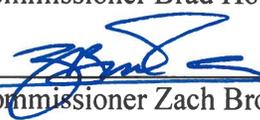
"1333572 V2 - Canyon County Fair and Expo Building Updated - Additional Mic System (1)" History

-  Document created by Kris Herrel (kris.herrel@ourforte.com)
2025-11-10 - 4:02:44 PM GMT
-  Document emailed to travis.kjerstad@ourforte.com for signature
2025-11-10 - 4:05:28 PM GMT
-  Email viewed by travis.kjerstad@ourforte.com
2025-11-10 - 6:07:01 PM GMT
-  Signer travis.kjerstad@ourforte.com entered name at signing as Travis Kjerstad
2025-11-10 - 6:07:18 PM GMT
-  Document e-signed by Travis Kjerstad (travis.kjerstad@ourforte.com)
Signature Date: 2025-11-10 - 6:07:20 PM GMT - Time Source: server
-  Agreement completed.
2025-11-10 - 6:07:20 PM GMT

DATED this 13th day of November, 2025.

BOARD OF COUNTY COMMISSIONERS

- X Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u> ✓ </u>	<u> </u>	<u> </u>
 _____ Commissioner Brad Holton	<u> X </u>	<u> </u>	<u> </u>
 _____ Commissioner Zach Brooks	<u> X </u>	<u> </u>	<u> </u>

ATTEST: RICK HOGABOAM, CLERK

By: 

Deputy Clerk