

DAKTRONICS SALES AGREEMENT

SPECTRA Venue Management
As agent for the City of Independence
19100 E Valley View Pkwy
Independence, MO 64055

707238-1 REV 3

23-March-2021
Valid for 60 Days

RE: Cable Dahmer Arena – Ribbon Display

Dear Larry Hovick,

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to Silverstein Eye Centers Arena ("Purchaser").

Equipment and Services:

One (1) 15mm – 40x16864 - Indoor Daktronics LED Ribbon Display

- Approximate Active Area: 2.05' high x 864.50' wide

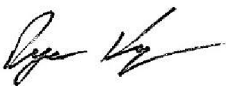
(See attachments for additional details.)

TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$625,000
(amount in USD)

Delivery Terms: Equipment is quoted FCA Destination. Ship Date will be determined after execution of this Sales Agreement, shop drawings are approved, and down payment is received.

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.

Thank you for allowing Daktronics to submit a Sales Agreement for this project. We appreciate your consideration and are excited about the possibility of working with you. If you have any questions please contact the following:



Ryan Kuzman
Regional Sales
605-695-4368
Ryan.Kuzman@Daktronics.com

or



Chris Mutchler
Project Manager
605-212-2825
Chris.Mutchler@Daktronics.com

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ACCEPTANCE

The "Contract Documents" are comprised of the following and will be the basis of our Sales Agreement:

- Sales Agreement 707238-1 REV 2
- [SL-02375 Standard Terms and Conditions of Sale](http://www.daktronics.com/terms_conditions/SL-02375.pdf)
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- [SL-02374 Standard Warranty and Limitation of Liability](http://www.daktronics.com/terms_conditions/SL-02374.pdf)
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- Attachments
 - A [Equipment and Software](#)
 - B [Purchase Price and Payment Schedule](#)
 - C [Project Management, Engineering, and Site Support Services](#)
 - D [Installation Responsibilities](#)
 - E [Standard Warranty Service and Extended Services](#)

Purchaser hereby agrees to purchase the Equipment, peripherals, Services, and additional supplies as defined by the Contract Documents. The Contract Documents constitute the full and final understanding of the parties 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 Contract Documents as provided, including any online documents.

The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of the Contract Documents, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of the Contract Documents, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements.

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Sales Agreement.

All notices required herein shall be given to Purchaser at the address indicated above unless otherwise directed by the Purchaser in writing. The delivery and installation shall be at the address indicated on page one unless otherwise provided below:



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Product Delivery Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

Installation/End User Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

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

ATTESTATION:**PURCHASER:**

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

Estimated Delivery: Determined by order date and approval of shop drawings.
Estimated Date of Substantial Completion: Determined by order date.



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ATTACHMENT A | EQUIPMENT AND SOFTWARE

One (1) Indoor Daktronics LED Ribbon Display

- Daktronics Model: RTN-301-15MN-1600-SM-MA-40x16864
- Approximate Active Area: 2.05' high x 864.50' wide
- Pixel Pitch: 15mm
- Matrix: 40x16864

Fiber Cabling

On-Site Installation Supervision & Commissioning

Physical & Electrical Installation of Display Cabinets

Project Management/Engineering & Certified Drawings

2% Spare Parts

Shipping to Site

Five (5) Years Parts and Labor Service



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ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price shall be \$625,000.00 (Excluding Taxes).

"Purchase Price" shall also include any additions or deletions pursuant to any duly authorized Change Orders.

The Payment Schedule is as follows, subject to credit review:

- Monthly Progress Payments due Net 30 from Invoice.
- No progress payment invoices will be issued before July 1, 2021.

Financing option available; consult your sales representative for additional information.

TAXES: No taxes have been included in the price. Purchaser will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Purchaser is tax-exempt or purchasing for resale, a copy of Purchaser's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS: Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be in accordance with Section 3 of Standard Terms and Conditions of Sale (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

All Change Order work performed by Daktronics or a subcontractor of Daktronics will be performed at cost plus 20% overhead and profit.

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ATTACHMENT C | PROJECT MANAGEMENT, ENGINEERING AND SITE SUPPORT SERVICES

Our project management philosophy is focused on a smooth and uneventful experience for the Purchaser, and mitigating risk throughout the project to ensure there are no unexpected costs or delays. This philosophy includes a team tailored and dedicated to the unique needs of your project. Yet, understanding the need to have clear communication, your single point of contact will be our assigned project manager, who is familiar with your project and has completed jobs of similar scope and scale to yours.

Your project manager will collaborate with you and the entire project team to make sure every detail is covered and you have a clear understanding of what is happening during the course of the project.

Because our engineering capabilities are in-house, there is a reduction of risk in the possibility of issues arising. If there are items or discrepancies that come up, we can quickly address them to make sure problems do not compound. These engineering capabilities include mechanical, structural, electrical, and control systems to design and document the overall system.

Throughout the project, the project manager and the Purchaser will collaborate on many items. Some core functions of this process include:

- Organizing the key project team members from all parts of the project to complete the services as defined on the Installation Responsibilities (Attachment D). The responsibilities checklist is provided to make sure all parties clearly understand the scope and expectations.
- Establishing and managing the project timeline to meet the needs of your team.
- Reviewing the preliminary and/or final project shop drawings as per scope. This includes an explanation of the drawings and key items to approve before production.
- Coordinating shipments and deliveries to align with the established timeframes.
- Communicating activities of the Daktronics project team to understand when staff will be on-site for specific duties such as equipment installation support, control room set-up, final connections, system testing and training.
- Finalizing the project and securing project acceptance.

SUPPORT AND TRAINING

Daktronics support includes comprehensive training options, from technical training to learning how to use the software. We offer several different formats to suit your needs and schedule. Talk to your representative about what training is best for your needs.

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- Daktronics will provide a media kit.

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ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
✓		2. Removal of existing equipment.
✓		3. Removal of existing structure.
✓		4. Disposal of existing equipment.
✓		5. Disposal of existing structure.
✓		6. Generate and issue site specific electrical and signal drawing submittals for equipment.
✓		7. Generate and issue site specific equipment shop drawing and attachment detail submittals for equipment.
	✓	8. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	9. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		10. Engineering design and certification for Equipment attachment design.
	✓	11. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	12. Mark location of the new Equipment as delineated in the quote.
	✓	13. Provide camera-ready artwork for ad panels, and logos at time of order.
✓		14. Provide all required floor protection.
✓		15. Site clean-up after Daktronics work.
✓		16. Crating and shipping of all equipment to facility via common or independent carrier.
✓		17. Accept, lift, unload, and inspect all equipment and control equipment from carrier.
	✓	18. Provide storage of equipment and control equipment in a safe, dry, and secure location until installation.
✓		19. Fabricate and install substructure.
✓		20. Prime and paint substructure
✓		21. Lift and mount Equipment listed in this quotation.
	✓	22. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
✓		23. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
✓		24. Mount and install fiber patch panel as required by electrical and signal drawings.

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	✓	25. Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings.
✓		26. Provide and install signal cable conduit, with pull string, from control location to each camera location, as delineated in the electrical and signal drawings.
	✓	27. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
✓		28. Furnish signal cable as delineated on the quote.
✓		29. Labor to pull all new signal cable (and remove existing cable, if required).
✓		30. Remote power control/switching (contactors and wiring).
✓		31. Terminate signal cable at control location and Equipment.
	✓	32. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	33. Provide high speed internet connection to control room equipment.
	✓	34. Required power outlets on clean dedicated circuit(s) for all and control equipment.
✓		35. Unpack, set-up, hook-up, and testing of control system.
✓	✓	36. Provide personnel for maintenance and operator training.
✓		37. Perform final systems testing and commissioning.
	✓	38. Final acceptance, per DF-1252.
✓	✓	39. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		40. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.



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ATTACHMENT E | STANDARD WARRANTY SERVICE AND EXTENDED SERVICES

FIRST YEAR OF SERVICE:

One Year Standard Parts and Labor Warranty DD1425981

(<http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Warranty and Limitation of Liability

ADDITIONAL YEARS OF EXTENDED SERVICE: Extended Services shall commence upon expiration of first year of Service, subject to the Terms and Conditions of Extended Service SL-05662 (http://www.daktronics.com/terms_conditions/SL-05662.pdf).

Years 2-5 Enhanced Service per DD1468991 (<http://www.daktronics.com/enhanced>)

EXCLUSIONS

Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

SPARE PARTS PACKAGE

Adequate spare parts to support Daktronics' manufactured products with the quantities of each component included are based off well-trained engineers' and project managers' assessments of the custom display.

CUSTOMER SERVICE SUPPORT

Service Coordination and Technical Support are available 24/7/365 via 1-866-343-6018.