

May 2, 2024

This Agreement is between:

Mendon Public Library

22 North Main Street
Honeoye Falls, NY 14472
585-624-6067 x 2002

and

Functional Communications Corporation

100 Victor Heights Parkway
Victor, NY 14564 United States
585-924-3520
moodmediafcc.com

Lyla Grills
Director
Lyla.Grills@libraryweb.org

RE: AV Updates

Scope of Work and System Design:

Dear Lyla,

Reading Room:

FCC will provide and install one 75" display and mount, one audio sound bar, one digital wall plate, and all necessary cables and hardware. FCC will remove the existing 55" display and mount off the wall and relocate it into Study Room A. This application will allow for end users to connect a laptop, tablet, or phone for local presentation. For local presentation use; the user connects their device via HDMI or USB-C to the wall plate and commences the presentation. The display will need to be put onto the presentation source. The client digital signage application will be installed as well. This system does not have video conferencing, but can accommodate it. The display will be controlled via the handheld remote control.

Study Room A:

FCC will provide and install one video conference bar, one digital wall plate, and all necessary cables and hardware. On the wall opposite the door, FCC will remove two existing acoustic absorption panels off the wall and install the existing Reading Room display and mount on that wall. This application will allow for end users to connect a laptop, tablet, or phone for video conferencing and local presentation. For video conference use; the user connects their device via USB-C to the digital wall plate. The user directs their device to use the video conference bar's camera, speaker, and microphone, and commence the video meeting. For local presentation use; the user connects their device via HDMI to the wall plate and commences the presentation. The display will need to be put onto the presentation source. The display will be controlled via the handheld remote control. Others will need to install a standard 110 VAC outlet on that wall for the display and video conference bar to connect to.

Price: plus tax

The above scope of work can be completed for: \$5,945.00.

Terms: Initial deposit of current pricing. Due to supply issues, prices may vary until time of equipment order. Equipment lead times vary.

QTY	MANUFACTURER	PART #	DESCRIPTION	PRICE
Reading Room				
2	Comprehensive	HD18-HD18-10ST	Standard Series HDMI 18G High Speed Cable 10ft	\$23.16
2	Comprehensive	USB31-CC-10ST	USB 3.1 C Male to C Male Cable 10ft.	\$70.42
1	Comprehensive	WPD-HD-U3C-AW	HDMI and USB-C 3.0 Pass Thru single and Decorative Wallplate w/ dital	\$62.49
1	Crestron Electronics	SAROS SB-200-P-B	Saros® Sound Bar 200, Powered, Black	\$508.76
1	Sharp	E758	75" Ultra High Definition Commercial Display	\$2,529.02
1	Strong	SM-T-XL	Mount Tilt - 47-90 Inch Displays	\$183.50
1	WattBox	WB-200-CE-4	Power Conditioner with Coax and Ethernet Protection - 4 Outlets	\$120.74

Study Room A

1	Bose Professional	Videobar Display Mounting Kit - Black	Videobar Display Mounting Kit	\$169.03
1	Bose Professional	Videobar VB1 - Black	All-In-One USB Conferencing Device	\$1,527.69
2	Comprehensive	HD18-HD18-10ST	Standard Series HDMI 18G High Speed Cable 10ft	\$23.16
1	Comprehensive	MPS-MJS-6ST	Standard Series 3.5mm Stereo Mini Plug to Jack Audio Cable 6ft	\$6.49
2	Comprehensive	USB31-CC-10ST	USB 3.1 C Male to C Male Cable 10ft.	\$70.42
1	Comprehensive	WPD-HD-U3C-AW	HDMI and USB-C 3.0 Pass Thru single and Decorative Wallplate w/ dital	\$62.49
1	WattBox	WB-200-CE-4	Power Conditioner with Coax and Ethernet Protection - 4 Outlets	\$120.74

Scope of Work:	Equipment Sub Total	\$5,478.11
Please refer to Scope of Work and System Design for details.	Labor: Dsgn/Prgm/Install/Tes	\$0.00
	Misc Hrdwre, Freight, & Admin	\$466.89
	Grand Total	\$5,945.00

Payment Schedule	Amount
Initial Deposit	\$2,972.50
Final	\$2,972.50

Equipment Purchase Agreement: Terms and Conditions

1. SERVICE LEVEL AGREEMENT/SYSTEM MAINT. ("SLA")

In the event this Equipment Purchase Agreement ("Agreement") includes a SLA, the coverage is as follows: once per year, Functional Communications Corporation ("FCC") will perform preventive maintenance checks & services to only the system equipment provided in this Agreement or Bill of Materials to ensure the system is operating as designed and intended. The maintenance check will include review, cleaning and inspection of, and not limited to display devices (projector, projector screen, monitors, etc.), audio devices (amplifiers, speakers, digital signal processors, microphones, etc.), control devices (capacitive touch panels, push button panels), signal processing devices (control processors, network switches, patch panels, signal switching and routing devices, LAN devices, etc.), video & audio conferencing interfaces (CODEC's; phone hybrids, etc.) all cabling (terminations, jackets, ends, etc.), power management (power conditioners, power strips, etc.) & surveillance devices (network video recorders, surveillance cameras, etc.). FCC's ability to perform service support on certain video conference devices will be limited to the Client's then current service maintenance agreement status with that manufacture. Programming changes to the graphic user interface control panels & operational changes to push button panels will be submitted as a time and materials quotation to Client. Programming changes to update general software compliances for system performance & device communication will be conducted in the SLA visit. Projector lamps, filters, & such supplies to be provided by Client. FCC is not responsible to maintain, integrate, or ensure proper operation of equipment or devices added to the system outside of original agreed upon scope of work & system design. This SLA covers any routine unscheduled service calls during the year. FCC reserves the right to combine and co-schedule a semi-annual SLA visit with an unscheduled service call request. After two attempts to schedule with client a Service Maintenance visit, FCC reserves the right to forego that visit.

2. WARRANTY

FCC agrees to warrant the equipment identified above (the "Equipment") (excluding microphones, batteries, & other ancillary items) to be free from original defects in material & workmanship for a period of one year after installation at above-referenced Installation Address. In the event of any defect in material or workmanship occurring within said period, FCC will repair or replace the defective Equipment at its sole option, at no additional charge to Client, during FCC's regular working hours. Repair or replacement of defective Equipment shall be FCC's liability under this warranty, & it is not & shall not be liable or responsible for any damages, direct indirect, incidental or consequential. This warranty doesn't cover the repair or replacement of Equipment without cost which may be required by reason of misuse, abuse, theft, vandalism, accident, or negligence of Client, its employees, agents or invitees, or damage by fire, earthquake, lightning, tornado or any other act of God. FCC'S OBLIGATIONS UNDER THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE. Except for FCC's repair or replacement obligations resulting from defects in material or workmanship as set forth above, Client shall indemnify FCC and hold it harmless from and against any and all losses, claims and expenses relating to the Equipment, including, without limitation, losses caused by misuse, abuse, theft, vandalism, accident, or negligence or damage by fire, earthquake, lightning, tornado, or any other act of God.

3. BILLING

Client acknowledges FCC is selling Equipment under this Agreement that will be installed by FCC over a period of time. Notwithstanding anything to the contrary in this Agreement, FCC shall be entitled to invoice Client for such Equipment and installation services as the same are being provided and installed based on FCC's determination of percentage of completion. Client shall be obligated to pay such amounts within ten (10) days of invoicing. For example, should FCC determine that fifty percent (50%) of the Equipment and installation services to be provided under this Agreement have been provided and installed, FCC shall be entitled to invoice Client & Client shall be obligated to pay FCC fifty percent (50%) of the Balance Due under the Agreement. FCC is not obligated to procure Equipment without bank clearance of initial 50% deposit.

4. PAYMENT ELECTIONS FOR RECURRING SLA CHARGES

SLA recurring billing will be conducted on a semi-annually basis. Said billing cycle is not intended to be in sequence with the fulfillment of SLA scheduled visits. By selecting automated payments by either credit card or EFT-ACH, Client hereby authorizes FCC to automatically deduct from Client's financial institution account or charge Client's credit card with all amounts payable under the Agreement as such amounts come due. Client represents & warrants that Client will notify FCC in writing in advance if Client's account information on file for automated payments changes at any time during the term of the Agreement. Client agrees that if FCC does not receive any automated payment then due and payable hereunder for any reason, FCC may send Client a paper invoice within ten (10) days following the invoice date. If no payment method is selected immediately above or if FCC does not receive a completed automated payment authorization form and account information from Client prior to the first billing date, invoicing by paper invoice shall be deemed selected and a \$3.00 per invoice administrative fee shall apply for a monthly billing interval.

5. TERM

This Agreement shall remain in effect with respect to each Serviced Premises for sixty (60) months effective upon installation. Billing shall commence on the installation date. With respect to the Installation Address upon completion of the initial term, either party hereto may cancel the SLA provisions of this Section for such Serviced Premises by delivering written notice by certified mail of non-renewal to the other party at least ninety (90) days prior to the expiration of the initial or any subsequent term(s) then applicable to such Serviced Premises.

6. TERMINATION

Upon the termination of this Agreement for any reason or cause whatsoever, Client, shall forthwith surrender to FCC all of said FCC's equipment & FCC shall have the right to remove said equipment at any time thereafter & shall have no obligation to repair, replace or otherwise reestablish the original set of conditions at the Installation Address on or after the removal of said equipment. Client consents to the removal and repossession of such equipment & consents to FCC entering the Serviced Premises for such purpose.

7. TERMINATION BY DEFAULT

If Client fails to permit installation of FCC equipment listed above or attempts to remove, sell, or encumber in any way any of FCC's equipment, or vacate or dispose of the designated premises or discontinue its business there, or discontinue FCC's SLA or defaults in timely paying the monthly payments due hereunder or violate any other term or condition of this Agreement, or enter into any arrangement or composition with its creditors, or if any levy or attachment is made or any proceeding in bankruptcy or insolvency is instituted by or against Client or its business or property, then & in such event this Agreement may be terminated at the option of FCC, without requirement for any notice to Client, & Client agrees to pay FCC as liquidated damages eighty five (85%) of the amount of all unaccrued monthly payments under the original term of this Agreement or the then current renewal term hereof, said, liquidated damages to be in addition to any sums already due for services rendered at or prior to the date of breach. All said sums shall bear interest at the highest legal rate from date of said breach. The right of FCC to collect liquidated damages shall be in addition to the right of FCC to enter any premises where its equipment is located & to repossess same in the event of default of Client without due process of law or without any liability whatsoever arising therefrom. Client hereby consents to such repossession & grants FCC the right to enter upon the premises to accomplish such repossession.

8. INSTALLATION OF EQUIPMENT

Client hereby grants to FCC or its agent the right to install the Equipment, to the extent such installation is specified above. Client represents and warrants that all necessary governmental and third-party approvals for installation of the Equipment have been obtained. Any such installation by FCC shall be made in a good & workmanlike manner. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, strikes or other union bargaining, & all acts not directly attributable to FCC shall not in any way affect the obligations of Client and FCC's obligations with respect to such installation shall be suspended during the event the delay. FCC shall not be responsible in damages for any such delay.

9. CHANGES AND ADDITIONS

Any changes, alterations or deviations from the Equipment and installation and/or the SLA obligations, requested by the Client & performed by FCC, specified herein involving extra cost for labor or material will be executed only on written or verbal orders for the same. The cost of any added labor or material will become an extra charge over & above the total specified in this Agreement. The total specified in this Agreement is based upon installation by employees of FCC. If it is necessary, for any reason, for FCC to use outside labor, the total specified in this Agreement shall be subject to renegotiation.

10. LOCATION OF EQUIPMENT

Equipment, labor and prices specified in this Agreement are based upon the adequate provision of space and access to the Installation Address. Cabinetry, partitions or special enclosures shall be the responsibility of Client but shall be submitted for technical approval to FCC before construction.

11. PROTECTION OF EQUIPMENT

Upon the delivery to the Installation Address, the Equipment is entrusted to Client & Client shall be responsible for the protection of Equipment & labor performed by FCC & the Client shall provide adequate insurance to protect said equipment from damage, fire, theft, vandalism & other forms of injury to or loss of said Equipment and shall, upon request, present evidence of such insurance to FCC. Until completely paid for, Client agrees to be responsible for loss of the Equipment or for its damages by any of the causes described in Section 2 hereof, or any other cause whatsoever, notwithstanding that the title to & ownership of said Equipment remains in FCC, and will not create or suffer any liens or adverse claims of any kind with respect to the Equipment & will not permit or suffer the Equipment to be removed from the Installation Address.

12. OWNERSHIP OF EQUIPMENT

Title and ownership of all Equipment shall remain in FCC until the total specified in this Agreement is paid in full. In the event that for any reason FCC is compelled to obtain payment through legal or other professional services, then all such legal & collection fees, whether or not suit is filed, shall be paid by Client, including, but not limited to, all attorney's fees & costs incurred in the prosecution and/or appeal of any legal or equitable action. In addition to, but not by way of limitation, if Client defaults in payment, FCC without prior demand, legal process or waiver of any other remedies may declare all payments hereunder immediately due & payable. FCC may repossess the Equipment in whole or part without liability for trespass or damages for such removal. Said equipment may be sold if FCC desires & FCC may apply the proceeds less any expenses for sale, retaking repair or collection against the unpaid balance.

13. ESCALATION

Except for increases in manufacture fees pursuant to Section 1 above, in the event that the monthly charge payable hereunder shall, at any time during the term hereof, be increased by FCC by more than ten percent (10 pct.) during any one-year period, the Client and FCC shall have the right at any time within sixty (60) days after the date upon which written notice of such increased monthly rate is mailed by Supplier, to terminate this Agreement upon seven (7) days written notice, by certified mail to FCC at its address hereinabove, of the Client's election to do so.

14. ELECTRICAL

Client shall supply all required electrical outlets, adequate power, & suitable space with a controlled environment to allow for installation & operation of the Equipment Client shall supply and install all conduits necessary for the installation and operation of the Equipment, if any.

15. NETWORK CONNECTIVITY

Client acknowledges and agrees that Client is solely responsible at all times for ensuring that their respective network facilities, internet connections, network configurations, & associated network hardware & software are capable of receiving any network delivered content service from FCC error-free & without degradation. Client expressly acknowledges & agrees that FCC shall have no responsibility or liability for any degrading or failure of the network delivered content service originating within Client's network facilities, internet connections or other equipment as may be applicable. Client expressly acknowledges & agrees that FCC shall have no responsibility or liability for any failure or degradation of Clients network facilities, peripheral network communications systems, internet connections, network configurations, and associated network hardware and software. FCC's ability to deliver network-based content service updates is dependent upon the resources of the network or internet connection provided by Client.

16. TIME LIMIT FOR ACCEPTANCE

The terms of this Agreement will be valid for thirty days (30) following the Proposal Date set forth above. If not accepted by Client within that time, the offer of such terms is revoked without further action by FCC.

17. TAXES

Client shall pay any sales, use, property, excise or other taxes or governmental charges arising from this Agreement.

18. PARTIES

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors & assigns. A sale or transfer by the Client of the Installation Address of the business herein designated shall not affect or eliminate the obligations of this Agreement unless an equivalent new Agreement be entered into between FCC & the Client or Transferee. Upon the sale or transfer by the Client of the business at the Installation Address herein designated, the Client shall provide for the assumption by the Client or Transferee of all Client's obligations herein provided & shall notify the Client or Transferee of all obligations. In the event that such sale or transfer is affected through escrow, the Client shall place the within Agreement in escrow in order to ensure the direct assumption of such obligations by the Client or Transferee.

19. WHOLE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations or warranties (express or implied) whether verbal or written. No failure to enforce any of the provisions of this Agreement shall be deemed a valid waiver thereof. No modification of the Agreement shall be valid unless in writing signed by both Client and FCC.

20. LAW GOVERNING

The rights of the parties under this Agreement shall be governed by the laws of the State of New York. Client consents to the personal jurisdiction of the state & federal courts in the State of New York for purposes of litigation involving this Agreement.

21. IDENTITY OF CLIENT

Client agrees that FCC may disclose the identity of Client in connection with the marketing of its products & services to potential customers & in connection there with may disclose any terms, other than the financial terms, of this Agreement.

Terms: 50% down of current pricing. Due to supply issues, prices may vary until time of equipment order. Equipment lead times vary.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the day and year first above written.

Functional Communications Corp.

Client

Tom Romig

Mendon Public Library

AE Signature - Accepted

Company Name

Tom Romig

Authorized Signature

Print Name

Lyla Grills

Same

Print Name

Manager's Signature - Approved

Director

Title

Purchase Order #

Date