Small Conference Room

Prepared for

Smart Homes

By

Smart Homes, Inc.

6/10/2020
Small Conference Room

Installation of AV equipment to support multimedia presentation and online video/audio conferencing with services such as Zoom, Teams, or WebEx. Licensing for hardware is not required for this system to work with online conferencing services. The recurring subscription costs for online conferencing are not included.

The AV system is designed for bring your own device (BYOD) operation. Simply plug in HDMI and USB cables to your laptop and you are ready to go with presentations or a video/audio conference.

If you only need to make a telephone call turn on the Bluetooth on your phone and connect to the system. Your mobile phone microphone and speaker are now disabled while the microphone and speakers in the all-in-one conference camera/soundbar turn on providing sound for all participants in the room.

Package Includes:

- Sharp 60” Commercial 4K UHD Television Display - Rated for 16/7 and protected by a three-year warranty.
- Logitech MeetUp all-in-one conference camera with microphones and speakers. Compact, powerful, and affordable, this unit is one of the best values for huddle spaces.
- AV wall plate with HDMI and USB connections - cabling included to connect your laptop!
- Wireless connectivity is also available as an option.

Sales tax and applicable shipping/freight is not included.

I have read and agree to the Scope of Work above

Initial Here:_____________
## Equipment

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>MSRP</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sharp 60&quot; Commercial UHD Television Display - Rated for 16/7 Use - Three Year Warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>TV Wall Mount - Universal Fixed Wall Mount - For 37&quot; - 70&quot; Displays - 200lb Capacity - VESA up to 800x400 - Low Profile 1.4&quot; Offset from Wall - Post Install Leveling</td>
<td></td>
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<tr>
<td>1</td>
<td>Logitech Meetup Conferencing System with Camera, Microphone, Speakers - Wall Mount Included</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AV Wall Plate - HDMI and USB-B 3.0 - Aluminum, Engraved</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>USB 3.0 Cable - USB-C to B - 6 Foot</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>HDMI Cable - UHD HDMI w/ Ethernet - 3m</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>HDMI Cable - UHD HDMI w/ Ethernet - 2m</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>Wire Management, Low Voltage Plates/Rings, Cabling/Wiring</td>
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</tbody>
</table>

### SubTotal

|        | $2,106.79 |

### Labor

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>MSRP</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installation, Testing, Training</td>
<td>$873.00</td>
<td></td>
<td>$873.00</td>
</tr>
</tbody>
</table>

### SubTotal

|        | $873.00 |

4% discount is included in this pricing for cash/check payment total.

A service charge of 1.5% per month or 18% annually will be applied to any unpaid balance on past due accounts.
Terms and Conditions

Definitions

Authorizing Agent is defined as the individual who signs in agreement to the terms and conditions of the quote. The authorizing agent is also defined and referred to as “The Client.” Warranty is defined as the manufacturer’s warranty for quoted product only. Warranty does not cover the required labor to replace a product under warranty by Smart Offices / Smart Homes staff.

1. Purchase of Equipment and Services. Smart Homes / Smart Offices, hereafter referred to as SHSO, sells to the Client and Client buys from SHSO the equipment and services described above. The equipment, together with all replacements, repairs, additions, substitutions and accessories as agreed by the parties under paragraph 18, are collectively referred to as the “Goods.” The expenses of any services or materials that may be required to complete the Project, including, but not limited to electrical, underground trenching, laying or supplying conduit for outside wiring, drywall, painting, cabinets, and finished carpentry are not included in this Agreement unless explicitly stated, and Client is solely responsible for retaining qualified contractors for such services, and if necessary, coordinate their services with SHSO in order to complete the Project in a timely manner.

2. Delivery of the Goods and Services. SHSO shall deliver, install goods and provide services in the manner described and outlined in the Quote.

3. Hours of Operation. SHSO’s normal working hours are 8:00 AM to 5:00 PM, Monday through Friday. The Client is obligated to notify SHSO at the time of scheduling if any work outside of these hours is necessary. SHSO will do its best to accommodate these requests; however, work performed outside of these hours may result in additional fees in accordance with SHSO hourly compensation rates.

4. Sale Price and Payment Schedule. The sale price for the Project shall be the amount provided above, adjusted for any increases and reductions resulting from written change orders executed by the parties. The Client’s payment is due immediately upon receipt of invoice. Any balance unpaid after thirty (30) days of the invoice date will accrue interest at one and one-half percent (1 1/2%) per month until fully paid, and SHSO is not required to perform until the unpaid balance is current. The client will make progress payments under the payment schedule defined in this quote. SHSO will not order any Goods or perform any services associated with the project until the Client submits any required deposit for Goods.

5. Warranties and Claims. SHSO warrants and represents that it has marketable title to the Goods, free of any liens, claims and encumbrances at time of delivery and that it has the right to sell the Goods and perform its obligations under this Agreement. SHSO makes no representations or warranties regarding the obsolescence, discontinuation or unavailability of the Goods. SHSO assigns to the Client, to the extent assignable and without recourse to SHSO, all warranties from any manufacturer. In the event the Goods are returned to SHSO, all such warranties shall be deemed reassigned to SHSO. SHSO will also assist Client with any reasonable claim against any manufacturer for defective Goods. SHSO warrants the workmanship of the services provided to Client for ninety (90) days after the completion date of the Project. Client must submit written notice to SHSO with sufficient detail describing any claim for defective workmanship during the ninety (90) day period.

6. Title to the Goods. Title to the Goods will be transferred to Client upon delivery to and acceptance by the Client. SHSO retains a security interest in the Goods until Client pays in full and authorizes SHSO to file any statement or other instrument confirming the security interest of SHSO in the Goods, including financing statements.

7. Scope of Work. If the project involves a retro-fit or remodel of an existing structure, and the proposed services exceed the estimated completion time because of unforeseen circumstances, obstructions or hidden systems that were not initially understood by the parties, the Client agrees that SHSO will charge at an hourly rate of ninety nine dollars ($99) for additional labor to complete the Project. SHSO agrees to contact the Client as soon as reasonably possible if additional Services are required to complete the Project. Where applicable, SHSO will supply the client or contractor with any required LAN requirements or specifications for any system designed by SHSO, or system(s) SHSO is developing programming logic for the Client. Delays or required extra labor resulting from network problems, system failures, and/or improper operations is billable by SHSO at the above labor rates.

8. Risk of Loss. Client shall bear all risks of loss or damage to Goods from any cause from date of delivery to Client. Client shall be required to fully pay SHSO for the Goods if the Goods are damaged after delivery to Client.

9. Insurance. Client shall keep the Goods insured against all risks of loss or damage from every cause for not less than the full replacement value until Client fully pays the sales price and maintains an insurance policy for the replacement value of all improvements made to Client’s property and public liability insurance for the benefit of SHSO, its employees and contractors while performing services at Client’s property. SHSO will maintain any required insurance for workers’ compensation, property liability for Client’s premises, or other claims resulting from SHSO performance under this Agreement.

10. Taxes and Charges. SHSO and Client will pay any sales, use or other taxes that are properly imposed upon either of them by any governmental authority for the transaction contemplated by this Agreement.

11. Shipping Charges. The Client agrees to reimburse in full any shipping charges directly related to the Project. This includes shipping charges associated with the purchase of goods from a product vendor, incurred by SHSO and delivered directly to SHSO; goods purchased from a product vendor, incurred by SHSO and directly delivered to the Client; goods purchased from a product vendor, incurred by SHSO and shipped initially to SHSO and later forwarded to the Client from SHSO in the event the Project site location is determined by SHSO to be outside a reasonable driving range.

12. Indemnity. SHSO and Client shall indemnify and hold each other harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including legal fees arising out of, connected with, or resulting from breaches by either party of their respective obligations under this Agreement. The parties’ indemnities to each other shall survive the termination or expiration of the Agreement.

13. Default and Remedies. If either party defaults in their respective obligations under this Agreement, the non-defaulting party will deliver to the defaulting party a “Notice of Default” specifying the default and requesting correction within ten (10) days after receipt. If the default is not corrected, the non-defaulting party may pursue all available remedies at law and in equity. Additionally, SHSO may suspend or terminate its performance, retain all deposits, and to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) Declare the entire unpaid balance of payments immediately due and payable and recover the present value of all remaining payments for the balance of the term of this Agreement discounted to the date of default at four percent (4%) per annum; or (ii) Require Buyer to return the Goods to Client at Client's expense to a place designated by SHSO and to recover possession of all items of Goods upon demand or notice to Client, without any court order or pre-taking hearing.

SHSO may, at its option, use, ship, store, repair or recondition all Goods recovered and sell or otherwise dispose of any such Goods at a private or public sale. SHSO will offset the balance of the sales price by the proceeds of any sale of the Goods and the value of the Goods returned to SHSO.

14. Assignment. Client shall not assign this Agreement or any interest under this Agreement without SHSO written consent.

15. Governing Law. SHSO and Client consent to the jurisdiction of the courts of the State of Michigan regarding any action arising out of this Agreement. This Agreement shall be governed by and construed according to the laws of the State of Michigan. Venue for any action other than a lien foreclosure is any court having jurisdiction in Ingham County, Michigan. The parties waive their respective rights to a jury trial and the prevailing party is entitled to recover its costs and attorney fees.

16. General. This Agreement is binding upon the heirs, personal representatives, successors and permitted assigns of the parties. This Agreement contains the entire arrangement between SHSO and Client, and no modification of this Agreement shall be effective unless in writing and executed by the parties. This Agreement incorporates by reference any exhibits, drawings and documentation under paragraph 17, Payment Schedules under paragraph 4, Change Orders under paragraph 19, and other information signed by the parties that describes the parties’ obligations under this Agreement. If any provision of this Agreement is rendered unenforceable by the court, then such provision shall be deemed deleted, however, all other provisions shall remain in full force and effect.

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All notices under this Agreement shall be deemed given when delivered personally, via email or when sent by first class mail to the party intended at its address or such other addresses the party may provide in writing from time to time.

17. Drawings & Documentation. Drawings and documentation for the Project prepared by SHSO as a systems integrator may be subject to a design documentation only fee. The Client will pay for a design retainer as specified in the Quote at the time the design is submitted. Any design retainer for the Project is non-refundable.

18. Obsolete Goods. SHSO reserves the right to replace obsolete, discontinued or unavailable Goods with comparable models of equal or greater value with Client’s written consent. SHSO makes no representations or warranties regarding the obsolescence, discontinuation or unavailability of the Goods.

19. Change Orders. The Client may order changes, additions or modifications to the Project (“Change Orders”) if the Client signs and submits the Change Orders to SHSO.

SHSO will provide the Client with acceptance or rejection and a written estimate of the additional costs or cost reductions for the Change Orders within fifteen (15) days of Client’s submission to SHSO.

The Client must immediately pay any additional costs for the accepted Change Orders, unless SHSO, in writing, agrees to alternative payment arrangements, and the Client’s Change Orders will not affect the payment schedule provided in the quote.

SHSO will notify the Client of any change to the Project’s completion date, and SHSO will not be responsible for any delays resulting from the Client’s Change Orders.

20. Early Termination of Agreement. Termination of this agreement by the Client may be done only in writing with a 30 day notice. Upon receipt of the termination letter, SHSO will refrain from beginning any new work and identify, in partnership with the Client, work that is to be concluded within the 30 day window.

At the end of the 30 day notice of early termination, all open invoices must be paid in full or the Client agrees to pay in full the cost of the Project as originally quoted or most recently amended in the Change Quote.

21. Client Cooperation and Noninterference. The Client agrees to refrain from any worksite interference, including, but not limited to directing workers’ job performance, excluding them from the work site, demanding performance and removing permits from the work site.

Delays created by other contractors and or sub-contractors hired by the Client, and that cause additional work for SHSO will be invoiced at the normal labor rates specified above.

In the event the actions of the Client, a contractor or sub-contractor hired by the Client results in a SHSO representative’s inability to begin or complete work as outlined in the Agreement, the Client may be assessed a service call charge and a time to complete the work as described in the Project will need to be rescheduled.

An adult must be present on site at all times when a minor child is also on the premises. If a SHSO representative arrives at the job site to provide service as outlined in the quote and a minor child is present with no adult, no work will be performed and the Client may be assessed a service fee for time and travel.

22. Circumstances Outside the Reasonable Control of Either Party. If the Project’s completion is prevented or delayed due to circumstances outside the reasonable control of either SHSO or the Client, including, but not limited to damage or destruction of the building, fire, accident, vandalism, earthquake, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, governmental delays in issuing permits, certificates or inspections, litigation, or any act of God, then completion of the Project shall be delayed until a later date and SHSO and Client will execute a Change Order reflecting the revised completion date.

SHSO may terminate this Agreement if Client declines to sign the Change Order and Client will immediately remit to SHSO all amounts due for Goods and services performed through the date SHSO performance is prevented or delayed.

23. Existing Legacy Equipment. Client may want to use equipment they already own or purchase hardware separately as part of the overall system implementation. SHSO will review the request and support the integration of client-supplied equipment into the scope of work if possible.

SHSO is held harmless by the Client and is not responsible for any defects to legacy equipment and is under no obligation to assist the Client with any claim against any manufacturer for defective goods not purchased through SHSO.

Any programming, configuration and installation time related to equipment that is supplied by the client will be charged as time and materials.

The authorizing agent acknowledges and accepts responsibility for the configuration and physical condition of any legacy equipment and its performance in its current state. The authorizing agent also agrees to hold Smart Offices / Smart Homes harmless in the event legacy equipment is unable to support the configuration requirements and integration of the quoted hardware upon installation by Smart Offices / Smart Homes staff. The authorizing agent further acknowledges that by approving this quote, SHSO offers no additional warranty on quoted hardware outside of those guarantees made in the manufacturer’s warranty.

Acceptance of the contract constitutes agreement to these general terms and conditions.

Signed: ___________________________ Date: ___________________________