

Huron High School 150 5th St SW Huron, SD 57350 747381-3 REV 5 25-Oct-2024 Valid for 30 Days, Subject to Change

RE: Huron Campus

Dear Kelly Christopherson,

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to Huron High School ("Purchaser").

Equipment and Services:

LVX-360X648-10SMD - Football

\$ 409,770

- DVN-3.9MN-896x3072 Arena Endwall
- LVN-512X896-3.9MN @ 4 Arena Centerhung
- DVN-3.9MN-256x5760 Arena Ribbon
- ST-3101-3.9mm-192x2304 Scorers Tables

Arena Combined

\$1,022,620

LCD Displays @ 30

\$ 103,361

- Control Equipment
- Installation
- Service: Multiple Warranties

(See attachments for additional details.)

TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$1,535,751 (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:

Kyle Kraemer Regional Sales 605-695-6666

Kyle.Kraemer@Daktronics.com

Pat De Boer

Pat DeBoer Project Manager 605-736-0104 Pat.DeBoer@Daktronics.com

ACCEPTANCE

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

- Sales Agreement 747381-3 Rev 5
- SL-02375 Standard Terms and Conditions of Sale
 - o (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- SL-02374 Standard Warranty and Limitation of Liability
 - o (http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- Attachments
 - o A Equipment and Software
 - o B Purchase Price and Payment Schedule
 - o C Project Management, Engineering, and Site Support Services
 - o D Installation Responsibilities
 - o E 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 purchaser, delivery and installation shall be at the address indicated on page one unless otherwise provided below:

Product Delive	rv
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Customer:

Address:

City, State, Zip:

Contact:

Phone and E-mail:

Product Installation/Facility

Customer:

Address:

City, State, Zip:

Contact:

Phone and E-mail:

Purchasing Address

Customer:

Address:

City, Province:

Country, 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 Ty	ype
DAKTRONICS, INC:		
By:	Name/Title:	Date:
Signature	Print or Ty	ype
Ву:	Name/Title:	Date:

Print or Type



Signature



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





ATTACHMENT A | EQUIPMENT AND SOFTWARE

FOOTBALL MAIN VIDEO - One (1) Outdoor Daktronics LED Video Display

- Daktronics Model: LVX-360X648-10SMD
- Approximate Active Area: 12' high x 21.8' wide
- Pixel Pitch: 10smd
- Matrix: 360 pixels high x 648 pixels wide

One (1) Daktronics Standard Scoreboard

- Daktronics Model: FB-2025
- Approximate Dimensions: 8' high x 32' wide
- LEDs illuminate white

Two (2) Backlit Identification Panel

• Approximate cabinet dimensions: 12'0" high x 6'0" wide

One (1) Truss - DA-1001-32

• Approximate cabinet dimensions: 5'0" high x 32'0" wide

One (1) Set Daktronics Standard Delay of Game Clocks

- Daktronics Model: TI-2035
- Approximate Dimensions: 3'-9" high x 3'-6" wide
- LEDs illuminate red and white

INCLUDES:

- Daktronics Custom Control System Primary/Backup with Show Control
- Fiber Cabling
- Two (2) All-Sport Controllers
- Remote Power Control
- Sports Software Dakstats: Pro Version FB,BB,VB,BA
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinets
- Structure Primary
- Backlit Channel Letters
- Project Management/Engineering & Certified Drawings
- 2% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- Creative Services Basic Content Package
- Three (3) Days Operator Training
- Two (2) Events Control Room Event Support

FOOTBALL TOTAL PRICE (EXCLUDING TAXES) \$ 409,770

(amount in USD)





ARENA ENDWALL- One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3.9MN-896x3072
- Approximate Active Area: 11.48' high x 39.37' wide
- Pixel Pitch: 3.9mm
- Matrix: 896 pixels high x 3072 pixels wide

INCLUDES:

- Daktronics Custom Control System Primary/Backup with Show Control
- Fiber Cabling
- Two (2) All-Sport Controllers
- One (1) All-Sport Pro
- Framewrx Creator Package, 1 year subscription
- Dak Classroom, 1 year membership
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinet
- Structure Secondary
- Channel Letters "HURON ARENA"
- Project Management/Engineering & Certified Drawings
- 3% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- Creative Services Basic Content Package
- Four (4) Days Operator Training
- Two (2) Events Control Room Event Support

ARENA CENTERHUNG MAIN DISPLAYS - Four (4) Indoor Daktronics LED Video Displays

- Daktronics Model: LVN-512X896-3.9MN
- Approximate Active Area: 6'-10" high x 11'-9" wide
- Pixel Pitch: 3.9mm
- Matrix: 512 pixels high x 896 pixels wide

Four (4) Non-backlit Identification Panels

Approximate cabinet dimensions: 7'0" high x 3'0" wide

INCLUDES:

- Daktronics Custom Control System Primary/Backup with Show Control
- Fiber Cabling
- Two (2) All-Sport Controllers
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinet
- Structure Secondary
- Project Management/Engineering & Certified Drawings
- 2% Spare Parts
- Shipping to Site





- Five (5) Years Parts Service
- Creative Services Basic Content Package
- Four (4) Days Operator Training
- Two (2) Events Control Room Event Support

ARENA RIBBON 3.9 - One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3.9MN-256x5760
- Approximate Active Area: 3.28' high x 73.81' wide
- Pixel Pitch: 3.9mm
- Matrix: 256 pixels high x 5760 pixels wide

INCLUDES:

- Daktronics Custom Control System Primary/Backup with Show Control
- Fiber Cabling
- On-Site Installation Supervision & Commissioning
- Physical & Electrical Installation of Display Cabinets
- Project Management/Engineering & Certified Drawings
- 3% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service
- One-on-One Webinar Training
- System Health Advanced 5-Year Subscription Customer facing diagnostic information through Venus® Control Suite.

SCORERS TABLES

Daktronics Scorers Tables (1 section of 3 tables with 24" counters)

- Daktronics Model: ST-3101-3.9mm-192x2304
- Approximate cabinet dimensions: 2.46' high x 29.53' wide
- Matrix size: 192x2304
- Pixel Pitch: 3.9mm
- LEDs illuminate in red, green, and blue
- Three (3) Protective Covers

INCLUDES:

- Fiber Cabling
- On-Site Installation Supervision & Commissioning
- Physical Installation of Display Cabinets
- Project Management/Engineering & Certified Drawings
- 2% Spare Parts
- Shipping to Site
- Five (5) Years Parts Service

ARENA TOTAL PRICE (EXCLUDING TAXES) \$ 1,022,620*

(amount in USD)

*Price valid for a one-time purchase of all equipment.





LCD VOMITORY DISPLAYS

Twenty-Two (22) LCD Displays

Model: 43-inch Displays

LCD DISPLAYS

Two (2) LCD Displays - Upper West Concessions

Model: 43-inch Displays

Two (2) LCD Displays - Interior Main Concessions

Model: 49-inch Displays

Two (2) LCD Displays – Ticket Window Displays

• Model: 32-inch Displays

Two (2) LCD Displays – Upper East Concessions

Model: 43-inch Displays

INCLUDES:

- Installation
- Shipping to Site
- Comprehensive Support Plan
- Hosted Perpetual License
- Two-Way Screen Control
- Three (3) Years Parts Service
- Digital Signage Site Survey
- Venus Control Suite Training self-guided
- Venus Control Suite Pro 5-Year Subscription

LCD TOTAL PRICE (EXCLUDING TAXES) \$ 103,361

(amount in USD)

GRAND TOTAL PRICE (EXCLUDING TAXES) \$ 1,535,751

(amount in USD)





ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price shall be \$1,535,751.00 (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:

Progress Payments with Monthly Pay Applications

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.





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.
- o Establishing and managing the project timeline to meet the needs of your team.
- o 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.
- o 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.
- o 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.

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a basic content package. See www.daktronics.com/ContentRates for details.
- A Daktronics Creative Services Account Manager will work with Purchaser to fulfill all
 content packages. Quotes will be provided to the Purchaser detailing the scope of work
 and price chargeable at the then-current rate for services. Upon mutual agreement of
 the scope(s), Daktronics will furnish the content to Purchaser at no additional charge so





long as the Purchaser has sufficient credit of creation services remaining. The content creation services credit for Basic and Bronze packages will expire one (1) year following the execution of the contract documents. All other packages will expire three (3) years following the execution of the contract documents unless otherwise noted. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright, and intellectual property right limitation. Creative Services Terms and Conditions (http://www.daktronics.com/DCSTC).

AD COPY

Purchaser will provide high quality, print ready artwork 30 days prior to shipment. In the event Daktronics does not receive the artwork in time, Daktronics will ship the panels with our standard finish and Purchaser will be responsible for future decoration.

Unless specifically outlined in the Contract Documents, this order does not include the following:

- Preventative maintenance
- Cable or conduit including labor
- Insurance costs
- Any additional site related costs
- Appropriate structure, footing, and engineering
- Bonding





ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Responsible Party			
Daktronics	Customer	Description	
Motorigan representation in the research and a contract of the research and the research an	1	1. Secure necessary construction permits.	
✓		2. Removal of existing equipment.	
✓		3. Disposal of existing equipment.	
✓		 Generate and issue site specific electrical and signal drawing submittals for video equipment. 	
✓		 Generate and issue site specific equipment shop drawing and attachment detail submittals for video equipment. 	
	1	 Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts. 	
	✓	7. Provide soil investigation report at time of order.	
8	*	8. 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.	
✓		9. Engineering design and certification for structure and footing design.	
✓		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.Locate public underground utilities.	
	1	14.Locate private underground utilities.	
	1	15.Landscaping to include all.	
	✓	16. Provide camera-ready artwork for ad panels, and logos at time of order.	
	1	17.Provide all required floor protection.	
	✓	18. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.	





SALES AGREEMENT

✓		19. Site clean-up after Daktronics work.
1		20. Crating and shipping of all equipment to facility via common or independent carrier.
✓		21. Accept, lift, unload, and inspect all video equipment and control equipment from carrier.
	1	22. Provide storage of video equipment and control equipment in a safe, dry, and secure location until installation.
1		23. Assembly of centerhung suspended system (structure and displays).
✓		24. Excavation of direct imbed drilled pier foundation(s) including spoils removal. Pouring and finishing of concrete for footings. (Note: Daktronics assumes class 3 soil per the International Building Code to determine footing / structure estimates included in this quotation. In the event rock, water, or if soil conditions other than class 3 soil are encountered (including soft soils, unstable or collapsing soils, expansive soils, organic materials, or anything unexpected condition is encountered, the Customer will be responsible for any additional costs, plus overhead and profit of 20%).
1		25.Steel fabrication and install support structure - excluding catwalk(s), ladder-way(s).
1		26. Fabricate and install substructure.
1		27. Prime and paint substructure
1		28. Lift and mount Equipment listed in this quotation.
	✓	29. Provide and install all required floor and wall boxes as per provided system electrical and signal drawings – provide written verification that all deck/wall boxes are installed and all cable has been pulled prior to installers' arrival.
	✓	30. Provide and install power drop, including flexible power cable, from power source at ceiling location to suspended displays in lowered position.
	1	31. 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.
-		32. 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.
	✓	33. Provide power to miscellaneous/auxiliary display {list displays}. Power within one (1) foot of display.
	✓	34. Provided power outlet to all TV monitors and locker room clocks.





		Y
	✓	35. Provide and install signal cable conduit, with pull string, from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
, /		36. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
~		37. Mount and install fiber patch panel as required by electrical and signal drawings.
	✓	38. 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.
	✓	39. 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.
	✓	40. Provide all required building (wall/roof) penetrations for the installation of Daktronics provided wireless bridge and/or radio transmitter/receiver components. Mount Daktronics provided wireless bridge and/or radio transmitter/receiver components to the building in accordance with manufacturers recommendations.
1		41. Furnish signal cable as delineated on the quote.
1		42.Labor to pull all new signal cable (and remove existing cable, if required).
	✓	43. Interface cabling with audio system including conduit, cabling, and installation of cabling.
✓		44.Remote power control/switching (contactors and wiring).
1		45. Terminate signal cable at control location and video Equipment.
	✓	46. 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.
	✓	47. Provide high speed internet connection to control room equipment.
	✓	48.Required power outlets on clean dedicated circuit(s) for all video and control equipment.
✓		49. Provide computer(s) for control software.
✓		50. Unpack, set-up, hook-up, and testing of control system.
1		1





✓	✓	51. Provide personnel for maintenance and operator training.
✓ ✓		52.Perform final systems testing and commissioning.
	✓	53. Final acceptance, per DF-1252.
✓	✓	54. Walk-thru inspection at Substantial Completion and identification of punch list items
1		55. 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.

Installation Responsibilities Checklist for LCD Displays

Responsible Party

Daktronics	Customer	Description
Note that the second se	\ \ \	1.Removal of existing signs.
/		2. Generate site specific equipment installation drawings and attachment details.
	✓	3. 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.
	1	4. Unobstructed access to equipment locations and installation site.
	1	5.Mark location of the new display(s) as delineated in the quote.
· /		6. Site clean-up after Daktronics work.
✓		7.Crating and shipping of all display(s) to facility via common or independent carrier.
	1	8. Accept, lift, unload, and inspect all display(s) and media player from carrier.
	1	9.Provide storage of display(s) and media player in a safe, dry, and secure location until installation.
1		10. Provide display attachment hardware/brackets.
1		11.Install display attachment hardware/brackets.
/		12. Lift and mount display(s) listed in this quotation.
	1	13.Provided power outlet(s) to all media player(s) and display(s).
	· ·	14.Provide and install signal cable conduit, with pull string, from media player to all display locations/signal termination points, if required.



	/	15. 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.
	/	16. Furnish signal cable.
	1	17.Labor to pull all new signal cable (and remove existing cable, if required).
	1	18. Terminate signal cable at media player and display location(s).
	/	19. Provide a climate controlled and secure control room for all media players. Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).
	/	20. Provide high speed internet connection to media players.
	/	21.Required power outlets on clean dedicated circuit(s) for all media players and displays.
1		22. Provide media player(s) for control software.
1		23.Unpack, set-up, hook-up, and testing of control system.
1	1	24. Perform VCS control suite one-on-one control web-based operator training.



ATTACHMENT E | SERVICES

MULTIPLE WARRANTIES

THE FOLLOWING SERVICES APPLY TO THE FOOTBALL AND ARENA DISPLAY(S) LISTED ABOVE.

Years 1-5 Daktronics Parts Coverage Years 1-5 Customer Care Level 1

SCOPE OF SERVICE:

https://www.daktronics.com/DD5454483

LINK TO TERMS & CONDITIONS OF SERVICE: http://www.daktronics.com/DD5459759

THE FOLLOWING SERVICES APPLY TO THE LCD DISPLAY(S) LISTED ABOVE.

Years 1-3 Daktronics Parts Coverage Years 1-3 Customer Care Level 4

SCOPE OF SERVICE:

https://www.daktronics.com/DD5454487

LINK TO TERMS & CONDITIONS OF SERVICE: http://www.daktronics.com/DD5459759

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.

EVENT SUPPORT

One event is defined as a single gate open to close with up to 6 hours on-site. Event support dates need to be agreed upon two weeks prior to the event.

- Event support will include (6) events for control room event support.
 - Control Room Event Support is defined as on-site assistance with Daktronicsprovided control systems. This includes:
 - Operator assistance
 - Troubleshooting
 - Configuration





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.

DAKTRONICS SERVICES

- Online Services available 24/7/365 via Daktronics.com and MySupport
- Service Coordination and Technical Support available via 1-800-DAK-TRON

