

**CMAS PURCHASE AGREEMENT BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND STEWART SIGNS
FOR THE PURCHASE OF SIGNAGE FOR MULTIPLE DISTRICT SITES
UNDER CMAS CONTRACT PRICING AND PROVISIONS**

This CMAS Purchase Agreement (“Agreement”) is entered into between the **Mountain View Whisman School District** (“District”) and **Stewart Signs** (“Stewart”) as follows:

RECITALS

WHEREAS, the District wishes to purchase signage from Stewart for District properties at:

- Crittenden Middle School, 1701 Rock St., Mountain View, CA 94043
- Barack & Michelle Obama Pre-School at Latham, 1850 Latham Ave., Mountain View, CA 94041
- Gabriela Mistral Elementary School, 505 Escuela Ave., Mountain View, CA 94041
- Benjamin Bubb Elementary School, 525 Hans Ave., Mountain View, CA 94040
- Landels Elementary School, 115 W Dana St., Mountain View, CA 94041
- Frank L. Huff Elementary School, 253 Martens Ave., Mountain View, CA 94040
- Graham Middle School, 1175 Castro St., Mountain View, CA 94040
- Mariano Castro Elementary School, 500 Toft St., Mountain View, CA 94040
- Jose Antonio Vargas Elementary School, 220 N. Whisman Rd., Mountain View, CA 94043
- Monta Loma Elementary School, 460 Thompson Ave., Mountain View, CA 94043
- Mountain View Whisman School District Office, 1400 Montecito Ave., Mountain View, CA 94043
- Stevenson Elementary School, 750 San Pierre Way, Mountain View, CA 94043
- Theuerkauf Elementary School, 1625 San Luis Ave., Mountain View, CA 94043

(“Site(s)”) in a cost-effective manner and wishes to avail itself of the benefits and protections of the California Multiple Award Schedule (“CMAS”) program;

WHEREAS, Stewart wishes to contract to sell and supply signage for the Sites consistent with CMAS program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. CMAS Contract Number 4-14-78-0072A (“CMAS Contract”), including the following documents, attached hereto as **Exhibit “A”** (13 pages):
 - 1.1.1. Attachment A ADA Notice;
 - 1.1.2. Attachment B CMAS Quarterly Business Activity Report;
 - 1.2. General Services Administration (“GSA”) contract documents, Authorized Federal Supply Schedule Catalogue/Price List for GSA # GS-07F-0376J for contract period September 1, 2014 – August 31, 2019, attached hereto as **Exhibit “B”** (4 pages);

- 1.3. The Product descriptions, specifications, and designs contained in Stewarts proposals for the Sites attached hereto as **Exhibit "C"**, but excluding all other terms incorporated therein.
2. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the "Delivery" and "Payments" provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.
3. For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the CMAS Contract shall apply to the District under this Agreement.
4. Stewart shall provide the District with the following items ("Product(s)") pursuant to this Agreement. Stewart shall provide the Product(s) based on the Product descriptions, specifications, and designs contained in Stewarts proposals for the Sites attached hereto as **Exhibit "C"**, but excluding all other terms incorporated therein. Stewart shall deliver all Product(s) and materials at the following prices, inclusive of all applicable taxes and other charges, as well as a supply bond for the full value of this Agreement.

<u>Location</u>	<u>Quantity</u>	<u>Product Description</u>	<u>Price</u>
Crittenden Middle School	1	Signature+ 46	\$4,893.13
Barack & Michelle Obama Preschool at Latham	1	Signature+ 46	\$4,893.13
Gabriela Mistral Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Benjamin Bubb Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Edith Landels Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Frank L. Huff Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Graham Middle School	1	Signature+ 46	\$4,893.13
Mariano Castro Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Jose Antonio Vargas Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Monta Loma Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Mountain View Whisman District Office	1	Signature+ 46	\$4,893.13
Stevenson Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Theuerkauf Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69

5. Stewart hereby acknowledges and certifies that the prices indicated herein are the prices as accepted by the California Department of General Services ("DGS") for the identical items under the CMAS Contract or are "Not Specifically Priced" items as that term is defined by the DGS.
6. Delivery. Stewart shall deliver the Product(s) on or before 70 calendar days after execution of this Agreement, or as agreed to in writing by the District and Stewart.

7. Payments: The District shall make payment(s) to Stewart for the Product(s) as indicated below:
- 7.1. **Thirty five percent (35%)** of the Purchase Price due upon Stewart’s specific documented identification and marking or final preparation of the Product(s) that are being purchased by District under this Agreement;
 - 7.2. **Thirty-five percent (60%)** of the Purchase Price on delivery and receipt by District of each Product to each Site;

Stewart will issue an invoice to the District upon the occurrence of each of the events listed above, and payment of each invoice is due within thirty (30) days following the date to the applicable invoice.

8. Stewart shall not commence the services under this Agreement until it has submitted, and the District has approved, the supply bond included herein for the full value of this Agreement.
9. Equipment and Labor. Stewart shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Products and services herein described.
10. Subcontractors. Subcontractors, if any, engaged by Stewart for any service or work under this Agreement shall be subject to the approval of the District. Stewart agrees to bind every subcontractor by the terms of this Agreement as far as such terms are applicable to subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Stewart shall subcontract any part of this Agreement, Stewart shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
11. Termination: If Stewart fails to perform the work and duties to the satisfaction of the District, or if Stewart fails to fulfill in a timely and professional manner Stewart obligations under this Agreement, or if Stewart violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Stewart. District shall also have the right in its sole discretion to terminate this Agreement for its own convenience.
12. Force Majeur Clause. Stewart shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Stewart.
13. Indemnification/Hold Harmless Clause. To the furthest extent permitted by California law, Stewart shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Stewart proposes to defend the District.
14. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.

15. This Agreement and the attachments hereto and the documents specifically incorporated into this Agreement by reference, constitute the entire agreement between the District and Stewart. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto. In the event of a conflict between the terms of this Agreement and any other document incorporated into this Agreement, the terms of the CMAS Agreement shall control. The terms of this Agreement shall control over any inconsistent term in Stewart's Product proposal attached hereto as **Exhibit "B"**.
16. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
17. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
18. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
19. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Mountain View Whisman School District

Stewart Signs

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"

CMAS CONTRACT NUMBER 4-14-78-0072A

State of California
MULTIPLE AWARD SCHEDULE

EBSCO Sign Group, LLC. DBA

Stewart Signs

Formerly

J.M. Stewart Acquisition, Inc.

CONTRACT NUMBER:	4-14-78-0072A
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	10/30/2014 through 11/30/2019
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0376J
BASE SCHEDULE HOLDER:	EBSCO Sign Group, LLC.

This contract provides for the purchase and warranty of electronic and non-electronic signs. (See page 2 for the restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: **10/30/2014**


YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit

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CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Sign-Exterior
Sign-Message Board
Outdoor-Sign Concrete
Display Systems

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Services such as installation, training, and public works services with a requirement for State contractor licensing are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0376J (EBSCO Sign Group, LLC.) with a GSA term of 09/01/2014 through 08/31/2019. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (941) 342-3448:

Stewart Signs
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Attn: Shay Einhaus

Agencies with questions regarding products and/or services may contact the contractor as follows:

Contact: Darlene Lester
Phone: (941) 378-4242 Ext. 124
E-mail: dlester@stewartsigns.com

CALIFORNIA SELLER'S PERMIT

Stewart Signs' California Seller's Permit No. is 26089456. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

120 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the

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order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

Shipping Instructions:

Supplier route via: _____
Carrier's telephone number: _____

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____
_____ UPS account number applies.
State of California Purchase Order Number _____
SHIP COLLECT. Estimated UPS charges: _____

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration

requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.

- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$50.00.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

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Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

[http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx](http://www.dgs.ca.gov/dgs/ProgramsServices/Form%20s/FMC/Search.aspx)

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Stewart Signs is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>

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SMALL BUSINESS/DVBE TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.ciwmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency

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should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STEWART SIGNS
CMAS NO. 4-14-78-0072A**

**ETHNICITY/RACE/GENDER REPORTING
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 - 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STEWART SIGNS
CMAS NO. 4-14-78-0072A**

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Stewart Signs accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STEWART SIGNS
CMAS NO. 4-14-78-0072A**

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to

identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STEWART SIGNS
CMAS NO. 4-14-78-0072A**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

STEWART SIGNS

CMAS NO. 4-14-78-0072A

ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____ Reporting Calendar Year: _____ Revision
 Contract Number: _____ Reporting Quarter: Q1 (Jan-Mar)
 Questions Regarding This Report Contact: _____ Q2 (Apr-Jun)
 Name: _____ Q3 (Jul-Sep)
 Phone Number: _____ Q4 (Oct-Dec)
 E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES							
Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/IBs): \$ _____
 Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STEWART SIGNS
CMAS NO. 4-14-78-0072A

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

EXHIBIT "B"

GSA CONTRACT NUMBER GS-07F-0376J



Contract Holder
Contract GS-07F-0376J

WEB SITE: www.stewartsigns.com

EBSCO Sign Group LLC/ dba Stewart Signs

<u>SIN</u>	<u>DESCRIPTION</u>
366-11	Programmable signs, interactive directories, architectural/way finding, Site/Facility Identification, Scoreboards, related products and services
366-90	Ancillary services related to signs including installation and training

Manufacturer and Seller of Outdoor Signage

Contract No.: GS07F-0376J

Contract Period: 09-01-14 through 08-31-2019

Business Size: Large/Manufacturer

Address: 2201 CANTU COURT

SUITE 215

SARASOTA, FL 34232

Email: orders: mgeorge@stewartsigns.com admin: jyax@stewartsigns.com

Phone: (800) 237-3928

Fax: (941) 378-2765

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov

CUSTOMER INFORMATION

1a. Awarded Special Item Number(s): SINS

<u>SIN</u>	<u>DESCRIPTION</u>
366-11	Programmable signs, interactive directories, architectural/way finding, Site/Facility Identification, Scoreboards, related products and services
366-90	Ancillary services related to signs including installation and training

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** (Government net price based on a unit of one)

<u>SIN</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
366-11	Signature 164+	\$1,232.35
366-90	Data Cable	\$ 3.14

1c. N/A

2. Maximum Order: \$100,000 All SINS

3. Minimum Order: \$50.00 All SINS

4. Geographic Coverage: Continental United States and Outside the Continental United States

5. Point(s) of production: Clanton, Alabama

6. Discount from list prices or statement of net price: Prices shown herein are net prices.

13.50% off J.M. Stewart Corporation's Retail Price List

7. Quantity discounts: None

8. Prompt payment terms: Net 30 Days

- 9a. Government purchase cards are accepted up to the micropurchase threshold
- 9b. Government purchase cards are accepted above the micro-purchase threshold
- 10. Foreign items: None
- 11a. Time of Delivery: 120 Days
- 11b. Expedited Delivery: None
- 11c. Overnight and 2-day delivery: Customer may call for availability and rates for overnight and 2-day delivery.
- 11d. Urgent Requirements: When the delivery period above does not meet the customers bona fide urgent delivery requirements, customers are encouraged, if time permits, to contact the contractor for the purpose of requesting accelerated delivery. The contractor shall reply within 3 working days after receipt (telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the customer, any orders placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 12. F.O.B. Point(s): Origin
- 13. Ordering address: Same as Contractor (Attention: Mark George)
- 14. Payment address: Same as Contractor
- 15. Warranty provision: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.
- 16. Export packing charges, if applicable: 13.50% off J.M. Stewart Corporation's Retail Price List
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): Contractor will accept Government Purchase Card for orders of \$2,500 or less. Contact contractor for acceptance of larger orders.
- 18. Terms and conditions of rental: N/A.
- 19. Terms and conditions of installation: See Price List
- 20. Terms and conditions of repair parts: N/A.
- 20a. Terms and conditions for any other services: N/A.
- 21. List of service and distribution points: N/A.
- 22. List of participating dealers: N/A.

23. Preventive maintenance: N/A.

24a. Special attributes: N/A.

24b. Section 508: N/A.

25. Data Universal Number System (DUNS) 055584320

26. Notification regarding registration in SAM.gov – Active Registration expires on 07/17/2015

EXHIBIT "C"

PRODUCT PROPOSALS AND DESCRIPTIONS

[ATTACH A FULL COPY OF ALL PROPOSALS AND PRODUCTION DESCRIPTIONS]



Barack & Michelle Obama Preschool at
 Latham
 1400 Montecito Ave.
 Mountain View, CA 94043

Consultant:
 Laurie Pierson, x234
 lpierson@stewartsigns.com
 Direct Fax: (888) 586-3964
 Customer ID: 3147335
 Quote #: 925170 / 1
 Quoted: 12/3/2018

Attn: Jason Cave
 650-477-8512

DESCRIPTION

Signature+ 46

Face / Cabinet Details

Double Sided Header Area Decorated with Internal Photo-Real Graphics
 Face Removable via Right and Left Retainers

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 4'x 6' Cabinet Identification Cabinet Requires One 20 Amp Circuit, 120 Volts; Max Draw: 3.18 Amps

Structural Details

Mount Style: IBP-Inter Base Plate Mount Size:
 Overall Sign Height: 4 Ft 0 In Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black Draft: White
 Header Background: White Header Copy: Black
 Mount: Black

<p>CMAS Contract # 4-14-78-0072A Contract Expires 11/30/2019 Special Instructions: \$4,054.25 SIGN \$ 364.88 9% CA State Tax \$ 474.00 FREIGHT ----- \$4,893.13</p> <p>* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.</p>	<p>Investment: \$4,687.00 CMAS Contract Price: \$4,054.25</p> <p>Unless otherwise noted in Special Instructions, these prices are valid for 30 days.</p> <p>Freight, storage, other freight services and applicable sales tax will be added to your invoice.</p> <p>Organizations exempt from sales tax must include exempt certificate with order.</p> <p>Shipping Terms: F.O.B. Origin Payment Terms: Net 30 with Purchase Order Issued to EBSCO Sign Group LLC</p>
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Customer's Authorized Signature

12/3/2018

Print Name _____ Date _____

Laurie Pierson, Regional Manager - School Division _____ Date _____
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 3147335

Quote Number: 925170 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)
District Maintenance and Operations
Warehouse
1175 Castro Street
Mountain View, CA 94040

***** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below *****

ALL
District Maintenance and Operations
Warehouse
1175 Castro Street
Mountain View, CA 94040

INVOICE (via USPS)

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local authorized service provider is billable to the Customer based on an agreed upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for a period of three (3) years.
ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/



DAYSTAR EXP

**BENJAMIN BUBB ELEMENTARY
SCHOOL**
525 HANS AVENUE
MOUNTAIN VIEW, CA 94040

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 1171343
Quote #: 925151 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for
Lifetime of Product. Please visit www.signcommand.com for
more information**.
Displays 4 Lines of 5.5" tall characters with approx 13 - 17
characters per line LED Communication Method: Short-range Wireless;
Capable of displaying 1 - 4 lines of text connectivity requires line-of-sight between sign antenna and
wireless device antenna mounted on building by customer.
Variable fonts & text sizes up to 25.2" tall Maximum distance of 1,500 feet* between antennas.

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps
LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
Customized Mount Size: Leg Height: 0 Ft 6 In
Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
Mount: Black Draft: White
Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson (800) 237-3928, x234	Customer ID: 1171343	Quote Number: 925151 / 1	Date Quoted: 12/3/2018
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CMAS Contract # 4-14-78-0072A Contract Expires 11/30/2019 Special Instructions: \$16,108.89 SIGN \$ 1,449.80 9% CA State Tax \$ 1,130.00 FREIGHT ----- \$18,688.69 * Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.	<table border="1"> <tr> <td>Investment:</td> <td>\$18,623.00</td> </tr> <tr> <td>CMAS Contract Price:</td> <td>\$16,108.89</td> </tr> <tr> <td colspan="2"> Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services, and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order. </td> </tr> <tr> <td colspan="2"> Shipping Terms: F.O.B. Origin Payment Terms: Net 30 with Purchase Order Issued to EBSCO Sign Group LLC </td> </tr> </table>	Investment:	\$18,623.00	CMAS Contract Price:	\$16,108.89	Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services, and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.		Shipping Terms: F.O.B. Origin Payment Terms: Net 30 with Purchase Order Issued to EBSCO Sign Group LLC	
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***By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).*

Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
(800) 237-3928, x234
lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
 (800) 237-3928, x234

Customer ID: 1171343

Quote Number: 925151 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)	*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	All	
INVOICE (via USPS)		
BENJAMIN BUBB ELEMENTARY SCHOOL 525 HANS AVENUE MOUNTAIN VIEW, CA 94040		

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
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The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
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This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
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 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
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 - g) Products installed with known or visible manufacturing defects at the time of installation.
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- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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CRITTENDEN MIDDLE SCHOOL
 1701 ROCK ST
 MOUNTAIN VIEW, CA 94043 1810

Consultant:
 Laurie Pierson, x234
 lpierson@stewartsigns.com
 Direct Fax: (888) 586-3964

Customer ID: 1650681
 Quote #: 925168 / 1
 Quoted: 12/3/2018

Attn: Jason Cave
 650-477-8512

DESCRIPTION

Signature+ 46

Face / Cabinet Details

Double Sided Header Area Decorated with Internal Photo-Real Graphics
 Face Removable via Right and Left Retainers

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 4'x 6' Cabinet Identification Cabinet Requires One 20 Amp Circuit, 120 Volts; Max Draw: 3.18 Amps

Structural Details

Mount Style: IBP-Inter Base Plate Mount Size:
 Overall Sign Height: 4 Ft 0 In Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black Draft: White
 Header Background: White Header Copy: Black
 Mount: Black

<p>CMAS Contract # 4-14-78-0072A Contract Expires 11/30/2019 Special Instructions: \$4,054.25 SIGN \$ 364.88 9% CA State Tax \$ 474.00 FREIGHT ----- \$4,893.13</p> <p>* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.</p>	<table border="1"> <tr> <td>Investment:</td> <td>\$4,687.00</td> </tr> <tr> <td>CMAS Contract Price:</td> <td>\$4,054.25</td> </tr> <tr> <td colspan="2"> Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order. </td> </tr> <tr> <td colspan="2"> Shipping Terms: F.O.B. Origin Payment Terms: 50% Down, Balance due 10 days after shipment </td> </tr> </table>	Investment:	\$4,687.00	CMAS Contract Price:	\$4,054.25	Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.		Shipping Terms: F.O.B. Origin Payment Terms: 50% Down, Balance due 10 days after shipment	
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Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1650681

Quote Number: 925168 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)
District Maintenance and Operations
Warehouse
1175 Castro Street
Mountain View, CA 94040

***** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below *****

ALL
District Maintenance and Operations
Warehouse
1175 Castro Street
Mountain View, CA 94040

INVOICE (via USPS)
CRITTENDEN MIDDLE SCHOOL
1701 ROCK ST
MOUNTAIN VIEW, CA 94043 1810

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.
* Any cancellation may be subject to a cancellation charge.
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* In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
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- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
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Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local authorized service provider is billable to the Customer based on an agreed upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for a period of three (3) years.
ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/



DAYSTAR EXP

EDITH LANDELS ELEMENTARY SCHOOL
832 SEVELY DRIVE
MOUNTAIN VIEW, CA 94041

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 1136431
Quote #: 925152 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.
Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.
Capable of displaying 1 - 4 lines of text Maximum distance of 1,500 feet* between antennas.
Variable fonts & text sizes up to 25.2" tall

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps
LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
Customized Mount Size: Leg Height: 0 Ft 6 In
Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
Mount: Black Draft: White
Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson
 (800) 237-3928, x234

Customer ID: 1136431

Quote Number: 925152 / 1

Date Quoted: 12/3/2018

CMAS Contract # 4-14-78-0072A
Contract Expires 11/30/2019
Special Instructions:
 \$16,108.89 SIGN
 \$ 1,449.80 9% CA State Tax
 \$ 1,130.00 FREIGHT

 \$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment: \$18,623.00
CMAS Contract Price: \$16,108.89

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.
 Freight, storage, other freight services, and applicable sales tax will be added to your invoice.
 Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: 50% Down, Balance due 10 days after shipment

***By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).*

Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1136431

Quote Number: 925152 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)		*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040		All District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	
INVOICE (via USPS)			
LANDELS SCHOOL 832 SEVELY DRIVE MOUNTAIN VIEW, CA 94041			

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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DAYSTAR EXP

HUFF ELEMENTARY SCHOOL
253 MARTENS AVE
MOUNTAIN VIEW, CA 94040

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 1171344
Quote #: 925153 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.
Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.
Capable of displaying 1 - 4 lines of text Maximum distance of 1,500 feet* between antennas.
Variable fonts & text sizes up to 25.2" tall

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps
LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
Customized Mount Size: Leg Height: 0 Ft 6 In
Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
Mount: Black Draft: White
Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1171344

Quote Number: 925153 / 1

Date Quoted: 12/3/2018

CMAS Contract # 4-14-78-0072A
Contract Expires 11/30/2019
Special Instructions:
\$16,108.89 SIGN
\$ 1,449.80 9% CA State Tax
\$ 1,130.00 FREIGHT

\$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment: \$18,623.00
CMAS Contract Price: \$16,108.89

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.
Freight, storage, other freight services, and applicable sales tax will be added to your invoice.
Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: 50% Down, Balance due 10 days after shipment

**By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

Customer's Authorized Signature

12/3/2018

Print Name _____ Date _____

Laurie Pierson, Regional Manager - School Division _____ Date _____
(800) 237-3928, x234
lpierson@stewartsigns.com

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1171344

Quote Number: 925153 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)		*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040		ALL District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	
INVOICE (via USPS)			
HUFF ELEMENTARY SCHOOL 253 MARTENS AVENUE MOUNTAIN VIEW, CA 94040			

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
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Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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DAYSTAR EXP

Gabriela Mistral Elementary
 505 Escuela Ave
 Mountain View, CA 94041

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 3147330
Quote #: 925159 / 1
Quoted: 12/3/2018

Attn: Jason Cave
 650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
 EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
 4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

<p>Over 281 Quintillion Colors</p> <p>Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line</p> <p>Capable of displaying 1 - 4 lines of text</p> <p>Variable fonts & text sizes up to 25.2" tall</p>	<p>SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.</p> <p>LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.</p> <p>Maximum distance of 1,500 feet* between antennas.</p>
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Electrical Information

<p>Internal Illumination with Horizontal Fluorescent Lamps for 1' 6"x 6' Cabinet</p> <p>LED Cabinet Requires 2 - 20 amp Circuits (1 per side)</p> <p>120 Volts, Max Draw: 5.3 amps per circuit</p>	<p>ID Cabinet Requires 1 - 20 amp Circuit</p> <p>120 - 277 Volts, Max Draw: 1.4 - .6 amps</p>
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Structural Details

<p>Mount Style: Dual Leg Mount</p> <p>Customized Mount Size: Leg Width: 5 Ft 0 In</p> <p>Minimum Wind Load Rating: 120mph, Exposure B</p>	<p>Cowling (Creates Pedestal Appearance)</p> <p>Leg Height: 0 Ft 6 In</p> <p>Overall Sign Height: 4 Ft 7 In</p>
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Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

<p>I.D. Cabinet: Black</p> <p>Mount: Black</p> <p>Header Background: White</p>	<p>LED Cabinet: Black</p> <p>Draft: White</p> <p>Header Copy: Black</p>
--	---

Your Consultant: Laurie Pierson
 (800) 237-3928, x234

Customer ID: 3147330

Quote Number: 925159 / 1

Date Quoted: 12/3/2018

CMAS Contract # 4-14-78-0072A

Contract Expires 11/30/2019

Special Instructions:

\$16,108.89 SIGN

\$ 1,449.80 9% CA State Tax

\$ 1,130.00 FREIGHT

\$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment: \$18,623.00

CMAS Contract Price: \$16,108.89

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.

Freight, storage, other freight services, and applicable sales tax will be added to your invoice.

Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: Net 30 with Purchase
Order Issued to EBSCO Sign Group LLC

***By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).*

Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 3147330

Quote Number: 925159 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040
INVOICE (via USPS)

*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
all District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
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- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
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- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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ISSIC NEWTON GRAHAM MIDDLE
SCHOOL
1175 CASTRO ST
MOUNTAIN VIEW, CA 94040

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964
Customer ID: 1425146
Quote #: 925169 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

Signature+ 46

Face / Cabinet Details

Double Sided Header Area Decorated with Internal Photo-Real Graphics
Face Removable via Right and Left Retainers

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 4'x 6' Cabinet Identification Cabinet Requires One 20 Amp Circuit, 120 Volts; Max Draw: 3.18 Amps

Structural Details

Mount Style: IBP-Inter Base Plate Mount Size:
Overall Sign Height: 4 Ft 0 In Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black Draft: White
Header Background: White Header Copy: Black
Mount: Black

<p>CMAS Contract # 4-14-78-0072A Contract Expires 11/30/2019 Special Instructions: \$4,054.25 SIGN \$ 364.88 9% CA State Tax \$ 474.00 FREIGHT ----- \$4,893.13</p> <p>* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.</p>	<p>Investment: \$4,687.00 CMAS Contract Price: \$4,054.25</p> <p>Unless otherwise noted in Special Instructions, these prices are valid for 30 days.</p> <p>Freight, storage, other freight services and applicable sales tax will be added to your invoice.</p> <p>Organizations exempt from sales tax must include exempt certificate with order.</p> <p>Shipping Terms: F.O.B. Origin Payment Terms: Net 30 with Purchase Order Issued to EBSCO Sign Group LLC</p>
---	--

Customer's Authorized Signature

12/3/2018

Print Name _____ Date _____

Laurie Pierson, Regional Manager - School Division _____ Date _____
(800) 237-3928, x234
lpierson@stewartsigns.com

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1425146

Quote Number: 925169 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)		*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040			
INVOICE (via USPS)		TEMPLATE / FOOTER (via USPS)	
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT 750-A SAN PIERRE WAY MOUNTAIN VIEW, CA 94043-3133		District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

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- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
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ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
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 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
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 - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
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- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/



DAYSTAR EXP

Jose Antonio Vargas Elementary
220 N. Whisman Rd.
Mountain View, CA 94043

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 3147340
Quote #: 925196 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.
Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.
Capable of displaying 1 - 4 lines of text Maximum distance of 1,500 feet* between antennas.
Variable fonts & text sizes up to 25.2" tall

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps
LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
Customized Mount Size: Leg Height: 0 Ft 6 In
Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
Mount: Black Draft: White
Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson
 (800) 237-3928, x234

Customer ID: 3147340

Quote Number: 925196 / 1

Date Quoted: 12/3/2018

CMAS Contract # 4-14-78-0072A
Contract Expires 11/30/2019
Special Instructions:
 \$16,108.89 SIGN
 \$ 1,449.80 9% CA State Tax
 \$ 1,130.00 FREIGHT

 \$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment: \$18,623.00
CMAS Contract Price: \$16,108.89

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.
 Freight, storage, other freight services, and applicable sales tax will be added to your invoice.
 Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: Net 30 with Purchase
Order Issued to EBSCO Sign Group LLC

**By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 3147340

Quote Number: 925196 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)	*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	all District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	
INVOICE (via USPS)		

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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DAYSTAR EXP

**MARIANO CASTRO ELEMENTARY
SCHOOL**
500 TOFT STREET
MOUNTAIN VIEW, CA 94040

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 1352454
Quote #: 925171 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.

Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.

Capable of displaying 1 - 4 lines of text Maximum distance of 1,500 feet* between antennas.

Variable fonts & text sizes up to 25.2" tall

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps
LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
Customized Mount Size: Leg Height: 0 Ft 6 In
Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
Mount: Black Draft: White
Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1352454

Quote Number: 925171 / 1

Date Quoted: 12/3/2018

CMAS Contract # 4-14-78-0072A

Contract Expires 11/30/2019

Special Instructions:

\$16,108.89 SIGN

\$ 1,449.80 9% CA State Tax

\$ 1,130.00 FREIGHT

\$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment: \$18,623.00

CMAS Contract Price: \$16,108.89

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.

Freight, storage, other freight services, and applicable sales tax will be added to your invoice.

Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: Net 30 with Purchase
Order Issued to EBSCO Sign Group LLC

**By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
(800) 237-3928, x234
lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1352454

Quote Number: 925171 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)

District Maintenance and Operations
Warehouse
1175 Castro Street
Mountain View, CA 94040

INVOICE (via USPS)

MARIANO CASTRO ELEMENTARY
SCHOOL
505 ESCUELA AVENUE
MOUNTAIN VIEW, CA 94040

*** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below ***

all
District Maintenance and Operations
Warehouse
1175 Castro Street
Mountain View, CA 94040

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

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- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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DAYSTAR EXP

MONTA LOMA ELEMENTARY SCHOOL
460 THOMPSON AVE
MOUNTAIN VIEW, CA 94043 2740

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 1650683
Quote #: 925154 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.
Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.
Capable of displaying 1 - 4 lines of text Maximum distance of 1,500 feet* between antennas.
Variable fonts & text sizes up to 25.2" tall

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps
LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
Customized Mount Size: Leg Height: 0 Ft 6 In
Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
Mount: Black Draft: White
Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1650683

Quote Number: 925154 / 1

Date Quoted: 12/3/2018

CMAS Contract # 4-14-78-0072A
Contract Expires 11/30/2019
Special Instructions:
 \$16,108.89 SIGN
 \$ 1,449.80 9% CA State Tax
 \$ 1,130.00 FREIGHT

 \$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment: \$18,623.00
CMAS Contract Price: \$16,108.89

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.
 Freight, storage, other freight services, and applicable sales tax will be added to your invoice.
 Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin
Payment Terms: 50% Down, Balance due 10 days after shipment

***By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).*

Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1650683

Quote Number: 925154 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)	*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	all District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	
INVOICE (via USPS)		
MONTA LOMA ELEMENTARY SCHOOL 460 THOMPSON AVE MOUNTAIN VIEW, CA 94043 2740		

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.

- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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MOUNTAIN VIEW WHISMAN SCHOOL
 DISTRICT
 750A SAN PIERRE WAY
 MOUNTAIN VIEW, CA 94043 3133

Consultant:
 Laurie Pierson, x234
 lpierson@stewartsigns.com
 Direct Fax: (888) 586-3964
 Customer ID: 1650686
 Quote #: 914345 / 4
 Quoted: 12/3/2018

Attn: Jason Cave
 650-477-8512

DESCRIPTION

Signature+ 46

Face / Cabinet Details

Double Sided Header Area Decorated with Internal Photo-Real Graphics
 Face Removable via Right and Left Retainers

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 4'x 6' Cabinet Identification Cabinet Requires One 20 Amp Circuit, 120 Volts; Max Draw: 3.18 Amps

Structural Details

Mount Style: IBP-Inter Base Plate Mount Size:
 Overall Sign Height: 4 Ft 0 In Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black Draft: White
 Header Background: White Header Copy: Black
 Mount: Black

<p>CMAS Contract # 4-14-78-0072A Contract Expires 11/30/2019 Special Instructions:</p> <p>\$4,054.25 SIGN \$ 364.88 9% CA State Tax \$ 474.00 FREIGHT ----- \$4,893.13</p> <p>* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.</p>	<p>Investment: \$4,687.00 CMAS Contract Price: \$4,054.25</p> <p>Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.</p> <p>Shipping Terms: F.O.B. Origin Payment Terms: Net 30 with Purchase Order Issued to EBSCO Sign Group LLC</p>
--	---

Customer's Authorized Signature

12/3/2018

Print Name Date

Laurie Pierson, Regional Manager - School Division Date
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1650686

Quote Number: 914345 / 4

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)	*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountian View, CA 94040	all	District Maintenance and Operations Warehouse 1175 Castro Street Mountian View, CA 94040
INVOICE (via USPS)		
MOUNTAIN VIEW-WHISMAN SCHOOL DISTRICT 750A SAN PIERRE WAY MOUNTAIN VIEW, CA 94043 3133		

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

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Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local authorized service provider is billable to the Customer based on an agreed upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for a period of three (3) years.
ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
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 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
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- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/



DAYSTAR EXP

STEVENSON ELEMENTARY SCHOOL
 750 SAN PIERRE WAY
 MOUNTAIN VIEW, CA 94043

Consultant:
 Laurie Pierson, x234
 lpierson@stewartsigns.com
 Direct Fax: (888) 586-3964

Customer ID: 1650685
 Quote #: 925182 / 1
 Quoted: 12/3/2018

Attn: Jason Cave
 650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
 EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
 4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.

Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.

Capable of displaying 1 - 4 lines of text Maximum distance of 1,500 feet* between antennas.

Variable fonts & text sizes up to 25.2" tall

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
 6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps

LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
 120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
 Customized Mount Size: Leg Height: 0 Ft 6 In
 Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In

Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
 Mount: Black Draft: White
 Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson (800) 237-3928, x234	Customer ID: 1650685	Quote Number: 925182 / 1	Date Quoted: 12/3/2018
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CMAS Contract # 4-14-78-0072A
Contract Expires 11/30/2019
Special Instructions:
 \$16,108.89 SIGN
 \$ 1,449.80 9% CA State Tax
 \$ 1,130.00 FREIGHT

 \$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment:	\$18,623.00
CMAS Contract Price:	\$16,108.89
Unless otherwise noted in Special Instructions, these prices are valid for 30 days.	
Freight, storage, other freight services, and applicable sales tax will be added to your invoice.	
Organizations exempt from sales tax must include exempt certificate with order.	
Shipping Terms: F.O.B. Origin	
Payment Terms: Net 30 with Purchase	
Order Issued to EBSCO Sign Group LLC	

***By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).*

Customer's Authorized Signature

Print Name _____ Date _____

12/3/2018

Laurie Pierson, Regional Manager - School Division
 (800) 237-3928, x234
 lpierson@stewartsigns.com

Date _____

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1650685

Quote Number: 925182 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)	*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	all District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	
INVOICE (via USPS)		
KENNETH N SLATER ELEMENTARY SCHOOL 325 GLADYS AVE MOUNTAIN VIEW, CA 94043 3907		

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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DAYSTAR EXP

THEUERKAUF SCHOOL
1625 SAN LUIS AVENUE
MOUNTAIN VIEW, CA 94043

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 1400895
Quote #: 925175 / 1
Quoted: 12/3/2018

Attn: Jason Cave
650-477-8512

DESCRIPTION

20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 166 DS

Face / Cabinet Details

LED Cabinet Height: 2` 4` ` LED Cabinet Width: 5` 6` `
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR
4 High x 5 Wide 160x 320mm LED Boards

LED Display Specifications

Over 281 Quintillion Colors SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit www.signcommand.com for more information**.
Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.
Capable of displaying 1 - 4 lines of text Maximum distance of 1,500 feet* between antennas.
Variable fonts & text sizes up to 25.2" tall

Electrical Information

Internal Illumination with Horizontal Fluorescent Lamps for 1' ID Cabinet Requires 1 - 20 amp Circuit
6"x 6' Cabinet 120 - 277 Volts, Max Draw: 1.4 - .6 amps
LED Cabinet Requires 2 - 20 amp Circuits (1 per side)
120 Volts, Max Draw: 5.3 amps per circuit

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
Customized Mount Size: Leg Height: 0 Ft 6 In
Leg Width: 5 Ft 0 In Overall Sign Height: 4 Ft 7 In
Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black LED Cabinet: Black
Mount: Black Draft: White
Header Background: White Header Copy: Black

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1400895

Quote Number: 925175 / 1

Date Quoted: 12/3/2018

CMAS Contract # 4-14-78-0072A

Contract Expires 11/30/2019

Special Instructions:

\$16,108.89 SIGN

\$ 1,449.80 9% CA State Tax

\$ 1,130.00 FREIGHT

\$18,688.69

* Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed per Stewart Signs Protocol, your warranty will not be voided. Therefore, your sign can be installed by the School District, Volunteers, or a Sign installation professional. We have professional installers in your area if needed.

Investment: \$18,623.00

CMAS Contract Price: \$16,108.89

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.

Freight, storage, other freight services, and applicable sales tax will be added to your invoice.

Organizations exempt from sales tax must include exempt certificate with order.

Shipping Terms: F.O.B. Origin

Payment Terms: Net 30 with Purchase

Order Issued to EBSCO Sign Group LLC

***By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).*

Customer's Authorized Signature

12/3/2018

Print Name

Date

Laurie Pierson, Regional Manager - School Division
(800) 237-3928, x234
lpierson@stewartsigns.com

Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1400895

Quote Number: 925175 / 1

Date Quoted: 12/3/2018

SHIPPING INFORMATION

SIGN (via Common Carrier)		*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040		all District Maintenance and Operations Warehouse 1175 Castro Street Mountain View, CA 94040	
INVOICE (via USPS)			
THEUERKAUF SCHOOL 1625 SAN LUIS AVENUE MOUNTAIN VIEW, CA 94043			

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

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- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
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- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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SUPPLY BOND (SECURITY)

(Note: Stewart must use this form when providing the required bond under the Agreement.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal (“Supplier”),
and _____ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the **Mountain View Whisman School District** (“District”), State of California as Obligee, in the just and full sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum, well and truly to be made, the said Supplier and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Supplier has entered into a certain written contract with District dated _____, to furnish the following supplies (“Contract”):

<u>Location</u>	<u>Quantity</u>	<u>Product Description</u>	<u>Price</u>
Crittenden Middle School	1	Signature+ 46	\$4,893.13
Barack & Michelle Obama Preschool at Latham	1	Signature+ 46	\$4,893.13
Gabriela Mistral Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Benjamin Bubb Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Edith Landels Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Frank L. Huff Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Graham Middle School	1	Signature+ 46	\$4,893.13
Mariano Castro Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Jose Antonio Vargas Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Monta Loma Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Mountain View Whisman District Office	1	Signature+ 46	\$4,893.13
Stevenson Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69
Theuerkauf Elementary School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 166 DS	\$18,688.69

Which Contract is hereby referred to and made a part hereof and to the same extent as if copied at length herein.

WHEREAS, said Supplier is required under the terms of the Contract to furnish a bond for the faithful performance of the contract;

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has entered into a contract with the District for all the products, supplies, and services specifically described in the contract;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the said Supplier shall fully indemnify and reimburse the District for any loss that it may suffer through the failure of the Supplier to furnish said supplies in accordance with the terms of said contract, at the time(s), and in the manner therein specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Supplier shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defects in the supplied materials. The obligations of Surety hereunder shall continue so long as any obligation of Supplier remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Stewart must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT