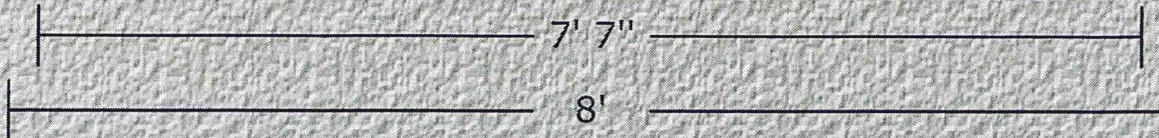


R121005



2' 6"



3' 5"

Polaris 10mm, 96x224 COLOR LED

The provided graphics will be insufficient quality for the manufacturing process. Please see our web site, <http://www.stewartsigns.com/support-artwork.php> or your consultant for a list of acceptable formats.

Cabinet: 2' 6" x 8'

Cabinet Color: Bristol Blue  
Face Color: White  
Line Colors: WhiteBlack

Outline Color: Bristol Blue  
Fonts: Serpentine, Gill Sans(b), Arial  
Logos: 708240-1d, diablovieymsblurred, square

Mount: Wall



stewart signs

America's Premier Sign Company

1-800-237-3928 WWW.STEWARTSIGNS.COM

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDERING OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY. LED BACKS SHOWN ARE SIMULATED TO REPLICATE RESOLUTION FROM OPTIMUM VIEWING DISTANCE. A STEWART SIGN IS DESIGNED TO BE ILLUMINATED AT ALL TIMES, AS IT INCREASES THE LIFE OF THE SIGN & LIGHTING COMPONENTS. SKETCHES ARE BASED OFF OF THIS PREMISE.

APPROVED AS SHOWN.

X \_\_\_\_\_ DATE \_\_\_\_\_ 1. \_\_\_\_\_

APPROVED WITH LISTED CHANGES.

X cuonffgms DATE 10/20/20 2. \_\_\_\_\_



Sketch #284674 Customer #1437007  
10/6/2020 Shay Einhaus -PROPOSAL-

**POLARIS**

Attn: Karen Rush  
925-672-0898

R121005

**DESCRIPTION**

Polaris Sign:  
Single Sided Full Color LED Display, 10mm 96 x 224 Matrix with 3 LEDs per Pixel  
Single Sided 2`6"x 8` Internally Illuminated Identification Cabinet with Makrolon SL Faces Decorated Internally with 3M Vinyl Photo-Real Graphics

Header Logo #TBD

**Face / Cabinet Details**

LED Cabinet Height: 3`5``      LED Cabinet Width: 7`7``  
EXP Cabinet Assembly for 3 High x 7 Wide 320x 320mm, OR  
6 High x 7 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](http://www.signcommand.com) for more information\*\*.

Displays 12 Lines of 2.8" tall characters with approx 37 - 47 characters per line      LED Communication Method: Ethernet Cat5/6 Cable.  
Capable of displaying 1 - 12 lines of text      Maximum Cable Length: 333 Feet  
Variable fonts & text sizes up to 37.8" tall

**Electrical Information**

Horizontal LED Illumination Package for a 2`6"x 8` Cabinet      Circuit Info: One 20 Amp Circuit at 120 Volts, Max Draw: 7.54 Amps

**Structural Details**

Mount Style: Brackets (Wall)      ID Cabinet Mount: Rear Horizontal Mounting Angle with wall brackets for 96" Wide Cabinet  
Mount Size:      Minimum Wind Load Rating: 120mph, Exposure B

**Miscellaneous Items**

Estimated Tax Included      Estimated Freight Included

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

I.D. Cabinet: Bristol Blue      LED Cabinet: Bristol Blue  
Draft: White

**Special Instructions:**  
BREAKDOWN:

SIGN = \$15,312.00  
TAX = \$1,263.24  
FRT = \$1,240.76

-----  
TOTAL = \$17,816.00\*

\*Does NOT include installation. Ballpark for installation would be around \$4,600 additional to include removal of old, install and connection of new.

**Investment: \$17,816.00**

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**

Your Consultant: Shay Einhaus  
(800) 237-3928, x231

Customer ID: 1437067

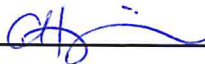
Quote Number: 963829 / 1

Date Quoted: 10/20/2020

R121005

\*\*Compliance: FCC Part 15 / UL Listed

\*\*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

SIGN  
HERE

createn henkins 10/20/2020  
Print Name Date

 10/20/2020  
Shay Einhaus, Regional Sales Manager Date  
School/Military Division  
(800) 237-3928, x231

Your Consultant: Shay Einhaus (800) 237-3928, x231	Customer ID: 1437067	Quote Number: 963829 / 1	Date Quoted: 10/20/2020
---	----------------------	--------------------------	-------------------------

SHIPPING INFORMATION	
<b>SIGN (via Common Carrier)</b>	<b>*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***</b>
DIABLO VIEW MIDDLE SCHOOL 300 DIABLO VIEW LN CLAYTON, CA 94517	
<b>INVOICE (via USPS)</b>	
DIABLO VIEW MIDDLE SCHOOL 300 DIABLO VIEW LN CLAYTON, CA 94517	

**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 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 cancellation, return, and/or restocking fees.*

*\* 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.*

R121005

R121005

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

**Definition of Warranty Coverage:**

- 1) 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/](http://www.stewartsigns.com/support/)  
Email: [support@stewartsigns.com](mailto:support@stewartsigns.com)

R121005



2201 Cantu Court #215 Sarasota, FL 34232 • 1.800.237.3928 • Fax: 1.800.485.4280

## Customer Installation Agreement and Specification

### Prepared for Customer # 1437067 – Diablo View Middle School

#### 1. Zoning

##### Permits: TO BE PAID BY THE CUSTOMER

- Sealed Engineer Drawings, if required by the local zoning department, and the permit with all acquisition fees will be invoiced separately. If the permit is denied, the customer is no longer obligated to this agreement and only responsible for any Engineer drawing and applicable permit acquisition cost(s).

##### Site Plan, Permit Documents Required by Local Jurisdiction is Customer Provided.

- A site plan is required **prior** to initiating any permitting or installation work. See attached Sample Site Plan.
- A site plan (plot plan) is a detailed map of the customer's property that typically includes location, with dimensions, of the property lines, buildings, sidewalks, streets, existing signs, and the desired location for the new sign(s). Measurements for the placement of the new sign should be from fixed locations with tolerance for up to  $\pm 6"$ .
- On site installer survey is fee based and invoiced separately.

##### Permit Variance:

- Stewart Signs does not become involved in Variance applications and it is not part of this agreement. The customer is responsible for cost associated with variance proceedings.

#### 2. Project Completion Time Line

- **Installation** will occur within 2-5 weeks from the sign shipment date. Standard installation consists of establishing a footer, sign tip up, and connection.

#### 3. Installation Site Conditions

##### Site Conditions:

- The site will be free and clear of obstructions with adequate access for installation crews and equipment.

##### Underground Obstructions:

- The customer is responsible to specify sign location on the site plan
- The installer is responsible for A "Utility Dig" service to mark all underground utilities for sign site.
- Stewart Signs is not responsible for any damages or losses that are caused by unmarked underground obstructions.

##### Digging Conditions:

Unless noted in an addendum, installation costs are based on:

- Normal, undisturbed soil with no rock, fill, concrete, coral, asphalt, frozen conditions, etc.
- A water table below the depth of the required footer.
- Ground water intrusion into the foundation will incur additional costs.
- **Winter install is not part of this agreement and will require additional costs.**

#### 4. Standard Working Hours

- Standard working hours are 8:00am to 5:00pm, Monday through Friday, excluding legal holidays.
- If additional trips are required due to some action or decision by the customer or an Act of God, the customer will be responsible for additional travel costs.

#### 5. Materials

- If installation requires new footer, all necessary materials including concrete and rebar will be supplied by installer.

#### 6. Disposal of installation materials and minor damages

- The installer will dispose of the excavated soil, crating material, and any installation debris.
- Good working practices are observed to leave each site in good condition.
- Minor cosmetic damages to the property such as tire ruts, spilled concrete, displaced soil, landscaping, etc. are to be considered normal.

R121005

**7. Electrical: Customer provided**

- Electrical circuit wiring to within 3 feet of the sign is the responsibility of the customer.
- All electrical work must be completed by a licensed electrician and meet all state and local electrical codes.
- The recommended voltage and amperage for each dedicated circuit is printed on the Sign Quote Form.
- If electric/data is not at the sign at the scheduled installation, the customer assumes responsibility for connectivity.

**8. If Your Sign is Wi-Fi Wireless, Customer Provided Cabling Requirements and Building Penetration**

- Wireless communication between the building's network and the LED sign requires mounting a wireless device on the outside of the building in line-of-sight between the antenna on the sign and the wireless device on the building. The installer will connect the building antenna if it is 10' or less from the ground level and there at the time of the scheduled installation, provided that the Cat5 cable has been penetrated through building wall, otherwise the customer assumes responsibility for connectivity. The customer is responsible for internal wiring and connections to their network device.
- Wall penetration is governed by local building and fire codes. Building membranes and other wall construction designs may require special consideration and inspecting for wiring, plumbing, ductwork, etc. before penetrating any wall.
- Stewart Signs does not perform building penetrations as part of the sign installation process. The wireless device weighs approximately 3 ounces and is attached to the building using mounting brackets and the hole sealed with silicone.
- Contact Stewart Signs at 855-841-4624 for any programming concerns or questions.

**9. Post Agreement Changes:** Circumstances may change during the installation process.

- Stewart Signs will inform the customer of any additional costs when unforeseen conditions occur. The install will stop until the additional cost receives written approval.

**10. Installation onto existing structures:** IF APPLICABLE TO THE EXTENT PERMITTED BY STATE LAW:

- Customer shall agree to defend, indemnify, and hold harmless Stewart Signs and the installer from liability and claim as new sign is being installed onto existing structure and footer. Stewart Signs and installer are NOT responsible for the integrity of the existing structure or footer.

**Scope of work to include:** mount new sign onto exterior wall using custom wall brackets, connect ethernet cable at sign, final electrical connection to sign, power up test of sign.

**ADDENDUMS**

- Electric provided by customer must be within 3 feet of the install location at the time of installation for final connection to be made by installer. If electric is NOT available at the time of installation final connection becomes the customer responsibility.
- Removal and Disposal of existing sign **INCLUDED**
- Permit and acquisition fees are NOT included. Permit and Sealed engineered drawings, if required by local jurisdiction will be billed to the customer. All costs will be itemized and invoiced to the customer at project completion.

**\*\* Any change to this agreement requires signed approval by both the customer and Stewart Signs.**

Installation price: Included in Quote  
 Price valid until: 01/20/2021  
 Sign type and size: SS Polaris 3'5"x7'7" 10mm 96x224  
 Quote #: 963829/1  
 OAH: 3'5"  
 Windload: 120mph

INTERNAL USE ONLY  
 Installation Coordinator: JWR  
 Approval Date: 10/20/2020

**The foregoing agreement is exclusive and in lieu of all other agreements whether written, oral, or implied.**

I understand and agree to the above standards and conditions.

Responsible person's signature: Creston Higgins

Title: Vice Principal

Date: 10/20/2020

Print name: Creston Higgins

Organization name: Diablo View Middle School

Phone: (925) 672-0898