

REVISED July 18, 2017

Ms. Kay Simpson
BellaVita
P.O. Box 4579, Department 133
Houston, TX 77210

RE: Audio System Proposal

Dear Ms. Simpson:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

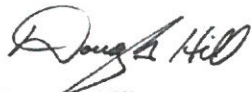
- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let me know if any questions arise. I look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Douglas Hill
Senior Account Manager

FORD AUDIO-VIDEO SYSTEMS, LLC



Mitch Warren, P.E.
Division Manager

Voice: 713-690-0555
Email: hilld@fordav.com
Website: www.fordav.com

Proposal

For

BellaVita, Houston, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for Club BellaVita of Pearland, Texas (Customer):

1. AUDIO SYSTEM

- a. Ford shall remove the existing audio console, analog stage box, and wireless microphone receiver and hand them over to the Customer.
- b. Ford shall install one (1) 32-channel digital audio console and connect it to the owner furnished equipment (OFE) wireless audio channels. The console shall have a dust cover and work light. Ford shall connect it to the OFE network switch for control by an OFE iPad over the OFE Wi-Fi.
- c. Ford shall provide rack shelves for the six (6) OFE BLX receivers and audio connections from the receivers to the console.
- d. Ford shall connect the inputs from the OFE wall plates to the console. If the wall plates are inoperable, a change order will be provided to the Customer.
- e. Ford shall provide and install one (1) digital stage box for connecting sixteen (16) channels of on-stage audio. It shall be connected to the digital audio console. It shall be provided in one (1) protective, 4-rack space case.
- f. Ford shall provide and connect three (3) 10" two-way powered speakers for use as floor monitors.
- g. Ford shall provide four (4) high output, cardioid pattern boom microphones with 84" booms for covering stage vocals.
- h. Ford shall provide ten (10) 25' microphone cables for connecting the provided microphones or stage monitors.

2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.
- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.
- d. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.
- e. Providing and preparing adequate space for the location of equipment, and equipment racks included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.
- f. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- g. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
- h. Ford is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.
- i. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location

can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.

3. FORD SHALL BE RESPONSIBLE FOR:

- a. Providing line drawings for systems and equipment manuals electronically at no cost
- b. Fabrication and installation of systems
- c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the systems
- d. Installation of low voltage wiring for systems
- e. Training
- f. Warranty service
- g. Providing as-built drawings with wire numbers and labels

4. PREVENTATIVE MAINTENANCE

- a. Ford shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. Ford shall verify that all equipment provided and installed by Ford is functioning as designed, including the inputs and outputs of the audio mixer and stage box. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.
- b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

C. INSTALLATION SCHEDULE

1. Ford estimates that the actual on-site installation, test out and commissioning of this project will take two (2) days. In addition to the installation, Ford shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately six (6) to eight (8) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately eight (8) weeks. The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
2. For Ford to meet the above completion schedule, it is important that the Customer ensures the job site is available for Ford personnel, and there are no interruptions in the availability of the job site

and the ability of Ford to do the work. Ford schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify Ford's Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

AUDIO

Quantity	Description	
1.00	SOUN.BF10522003 ACCE,SICOMPACT32,DUSTCVR,LEDS	
1.00	SOUN.5056170 MIXER,32 CH IMPACT DIGITAL MIX	
1.00	CRIMPS, TIES, AND LABELS	
1.00	CABLES AND CONNECTORS	
4.00	MIDD.UFA-8-4 1SP UNIV FA SLF,8" DP,4PK	
3.00	JBL.PRX710 SPEA,1500W 10",2-WAY POWER SPK	
4.00	AUDI.MB8455 MIC,MICROBOOM,84",W/M1255B	
10.00	WHIR.MIC25 CABL,25FT XLR MIC CABLE	
1.00	SOUN.5049655 MIXE,MINISTAGEBOX16,16X8,CATM	
1.00	GATO.GR-4L RACK,LOCKING ATA 4 -SPACE DELU	
		Sub Total 9,149.00

INTERGRATED SERVICES

Quantity	Description	
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	
		Sub Total 5,360.18
		Merchandise: 9,149.00
		Integration: 5,360.18
		Freight: .00
		Sales Tax*: 1,197.00
		Total Amount: 15,706.18

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$15,706.18

PREVENTATIVE MAINTENANCE: \$340.00

*TAXES: All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

- TERMS:
1. 50% deposit (due upon signing of this agreement)
 2. 45% upon substantial completion (date of first beneficial use)
 3. 5% upon final completion

All invoices are due Net 30.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation, Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

COMMENCEMENT OF WORK:

Ford must receive the signed contract, down payment, and/or a purchase order accepting the terms and conditions of this proposal, prior to the contract being initiated by Ford. Without the acceptance of Ford no work on the contract will be under taken, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-HIRE: The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

- c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable and should be expected.
- g. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- h. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
- i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- j. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair.
- k. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system may invalidate the warranty.
- l. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.
- m. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

2. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system, which includes providing all the equipment. In some cases, the Customer may own equipment that they desire to be included with the Ford installation. Ford reserves the right to accept or reject equipment provided by the Customer and to charge a service fee due to the problems encountered with using equipment that is of unknown origin, service history, software revision, etc. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- b. Materials or equipment provided by the Customer/Owner, if any, to be included within the work, shall be done with no warranty or guarantee by Ford. Use of OFE is solely for the convenience and benefit of the Customer.
- c. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be returned to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.
- d. Ford shall take reasonable care in handling OFE and shall install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system.
- e. The Customer agrees to reimburse Ford for all work related to the service and/or troubleshooting of OFE with the provision that the Customer authorizes Ford to proceed with malfunction evaluation and repairs.
- f. In the event that OFE does not function properly, Ford shall notify the Customer. The Customer will determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description, of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to best meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and

is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing BellaVita who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's credit department for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Douglas Hill
Senior Account Manager

Voice: 713-690-0555
E-mail: hilld@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

BELLAVITA

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that BellaVita and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$15,706.18, for the purchase and installation of equipment and services described in the attached proposal.

PREVENTATIVE MAINTENANCE: \$340.00 _____
Customer Accepts


BellaVita and Ford Audio-Video Systems, LLC, by and through their respective signatories to the agreement, each represent to the other that they are authorized to enter into this agreement.

We do both agree to abide by the terms and conditions of this agreement.

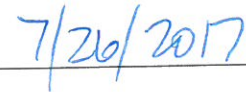
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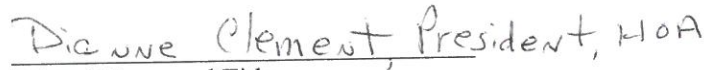


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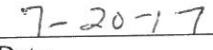
BELLAVITA



Authorized Signature



Printed Name and Title



Date