



INVOICE

Issued: 7/27/2022

Prepared For:
City of Okanogan
120 3rd Ave N
Okanogan, WA 98840

Gardinier Tech
2 SE State ST
Tonasket WA 98855

INVOICE # OKCITY-3-1663

Total Owed:

\$33,223.55

Due: 8/26/2022

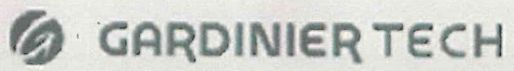
DESCRIPTION	QTY	COST	TOTAL
Audio System & Mixer	-	-	\$7,770.00
TV, Cart, Displays, & Cameras	-	-	\$10,910.00
Recording Server & Laptop	-	-	\$5,000.00
Rack, Cable, & Supplies	-	-	\$950.00
TAX:	-	-	\$2,093.55
Structured Cabling, Design & Installation	-	-	\$6,500.00
Subtotal		\$33,223.55	
Paid			\$33,223.55



GARDINIER
TECH

Total Due By: 8/26/2022

Payment due in 30 days (NET30) from
issue date. Cash or check preferred.



MSA

Master Sales Agreement

City of Okanogan

Master Sales Agreement

Prepared for City of Okanogan on 08/1/2022

Cost Summary:

Description	Qty	Cost
Council Room AV Package	1	\$33,223.55
Tax	-	(included)
Amount Due	-	\$33,223.55

What this agreement covers:

- Sale of an audio video recording package to the City of Okanogan.
- Sourcing & Sale of Products/Equipment.
- Configuration of all equipment not integrated into the structure of the room (desktop equipment, mixers, amplifiers, TVs, and so on).
- Installation & configuration of rack mounted equipment after the rack is installed by a licensed contractor.
- Configuration of networking and security systems for merchandise sold.
- 12 months support and training for City officials and training from the date of purchase.

In a Nutshell:

The City of Okanogan has agreed to purchase an A/V Recording system for Gardinier Tech. This will be a *complete* system. All components will be sourced, configured, and sold to the City of Okanogan by Gardinier Tech as a **package**.

All software and hardware sold includes installation/consultation, and limited technical support, but is not warrantied or returnable. **The system is sold as is.**

This package is built to order (see Appendix A for breakdown). Not all equipment will be in stock or available. Shipment times will vary.

What isn't covered

- Gardinier Tech will not install unterminated or in-wall/ceiling cable. When applicable Gardinier Tech will advise an electrical contractor in deciding how to interpret the plans, but will not dictate how the work should be done.
- Any costs associated with contractors hired directly by the City of Okanogan.
- Any work not directly outlined in this agreement or its appendixes including work done on office computers, networks, or equipment, not directly related to the audio/video system.
- Damaged or defective equipment. If equipment is damaged or defective, Gardinier Tech will do its best to help facilitate returns or repairs under manufacture/vendors warranties. However, Gardinier Tech is not liable for the damages, and is not responsible for replacing *any* of the equipment. That is the sole responsibility of the City of Okanogan.
- Ongoing administration and support. Gardinier Tech will only support issues arising from defects or damages to the system for 6 months from the date of purchase.
- Repair to structures, drywall, or furnishings. Gardinier Tech is not responsible for damages to City Hall the result from work done by 3rd party contractors hired directly by the city.

In a Nutshell:

Gardinier Tech will provide support, installation, and configuration. All these services are tied directly to the sale of the equipment. Gardinier Tech's role is strictly as a vendor supporting their merchandise.

Any, and all, cabling, grounding, carpentry, or other physical modifications to structures will be performed by a state licensed contractor of the city's choosing.

While Gardinier Tech designs and sells A/V systems we do *not* install the underlying infrastructure that supports them. Gardinier Tech is *not* a licensed contractor. We do not sub work — nor do we dictate the specifics how those installations should be performed. That is the sole responsibility the City of Okanogan, their designated agents/representatives, and a license/bonded electrical or data communications contractor.

Purchasing/Provisioning of Equipment

Gardinier Tech reserves the right to source equipment from any reputable vendor. They will seek to find reliable cost-effective products on the City of Okanogan's behalf. This may include the purchase of used or refurbished equipment.

Not all components for the system may arrive at specific dates or times.

Design, Layout, and Equipment Used

Gardinier Tech reserves the right to revise the specific products used, the number of said products, and the overall design/configuration of the system(s)/equipment pending approval of the acting Mayor at the time. Gardinier Tech agrees to act in good faith and abide by best industry standards and practices.

All designs, layouts, estimates, cost breakdowns are estimates pending revision up until their installation deadline is met.

While the specifics of the installation may change, Gardinier Tech agrees to stay within the quoted amount for the system and submit in writing any changes made to the proposed item/cost list, features, design, layout provided in Appendix A to the acting Mayor at the time for approval.

The acting Mayor ultimately controls how these funds are spent, what equipment will be purchased, and how it will be installed/deployed. Not Gardinier Tech.

Right of Contractor Management and City Representation

The City of Okanogan hereby grants Gardinier Tech the right to represent them and speak on their behalf when managing and instructing contractors working within the scope of this project. Responsibility for decisions made are ultimately that of the City of Okanogan, but Gardinier Tech will act in good faith on the City's behalf to instruct and manage contractors working on this project when and where applicable.

Assistance with Lifting, Moving, or Installing Large Equipment.

The City of Okanogan agrees to provide personnel to help lift, move, or install equipment that requires more than one person to move safely.

Confidentiality

- Gardinier Tech and its agents will not use or disclose any client information, except as necessary for, or consistent with, providing support for products purchased, and will use our best efforts to protect against unauthorized use.
- The City of Okanogan must designate which employee(s), agent(s), or member(s) are authorized to dispatch Gardinier Tech's service, change passwords, and modify databases in writing. Additionally, any restrictions or protocols related to the handling or modification of physical or

digital property must be made in writing. If changes/amendments are made to authorization or protocols they must also be made in writing.

Acceptable Service Request Methods, Hours & Coverage

Acceptable service request methods are phone

- (425) 220-6069
- greg@gardinier.tech.

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the City of Okanogan by Gardinier Tech remotely & onsite between the hours of 7:00 am – 6:00 pm Pacific Standard Time, Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Acceptable Service Request Methods, Hours & Coverage, & Level of Service

While Gardinier Tech's response time is typically within a few minutes for phone calls, or hours for onsite calls, these times are *NOT* guaranteed and are subject to triage. Higher tier clients will be prioritized for both onsite and remote support.

Gardinier Tech will work with all our clients in good faith to ensure that support requests are resolved in a reasonable amount of time given the circumstances, mitigating factors, and the clients current support agreement at the time.

Termination

The City of Okanogan may terminate this contract at any time, and for any reason. Termination requests must be in writing and issued by an authorized agent. The City of Okanogan agrees to pay for any products, supplies delivered up until the date of termination that are outlined in this agreement, or its appendixes, provided that Gardinier Tech produces invoices/receipts for these items within 15 days of a written request for termination. All purchases are non-refundable except for services that were paid for in advance. Any products not delivered which have been paid for by the City of Okanogan will be refunded within 30 days of the termination date.

Gardinier Tech may also terminate services, for any reason, at any time, after providing written notice 15 days prior to City of Okanogan.

Both parties agree to return any and all physical or virtual property of either party — including passwords, documentation, domain names, equipment, certificates within 15 days of a written request by either client for up to two years of the date of termination. This clause will survive the termination of this contract.

Terms, Fees & Payment Schedule:

- Invoices are due 30 days from issue date.
- Out of scope work (work not specifically outline in this agreement or its appendixes) will be billed on a separate invoice.
- Payments can be made via check, bank routing, or credit card with a transaction fee of 3% added to the payment cost.

Updates and Addendums

Gardinier Tech has the unilateral right to make changes, update, add addendums, and otherwise keep current this agreement provided the City of Okanogan is notified in writing of the changes, and pending approval of the acting Mayor at the time. During this time the City has the option to terminate this agreement, or request changes to the addendums as per the termination clause.

Limitation of Liability

Gardinier Tech shall perform all services using the same level of care or better than that is expected in the industry. However, in no event shall Gardinier Tech be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs and damages.

THE SERVICES OF GARDINIER TECH ARE PROVIDED "AS IS." GARDINIER TECH MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. IN NO EVENT SHALL GARDINIER TECH, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OF ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) WHETHER OR NOT GARDINIER TECH HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. GARDINIER TECH'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT EQUAL TO THE COST OF THE EQUIPMENT SOLD TO THE CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

Mutual Waiver of Indemnification and Liability.

Each party hereby waives any right to indemnification from — while at the same time agreeing to hold harmless — the other party, its board of directors, officers, agents, employees, and personnel for, from, and against, any and all claims, demands, suits, losses, causes of action, or liability that either party may sustain as a result of a breach of the other parties duties, errors, or omissions within the terms of this agreement. This shall include reasonable expenses, including attorney's fees, incurred in defending such claims and damages.

Physical Security and Force Majeure

Gardinier Tech is not responsible for any failure to perform its obligations under this contract, if Gardinier Tech is prevented or delayed in performing those obligations by an event of force majeure, theft, ransomware attack, shipping delays, or any physical damage to equipment. City of Okanogan is expected to provide all physical security, policy restriction to protect equipment, and insurance of equipment against such risks.

Assignability.

Neither this Agreement nor any right, remedy, obligation or liability arising hereunder, or by reason hereof, shall be assignable by the either party or their employees, agents, personal, or representatives without the prior written consent of the other party.

Your signature below indicates acceptance of this Sales Agreement and entrance into an agreement with Gardinier Tech beginning on the signature date below.

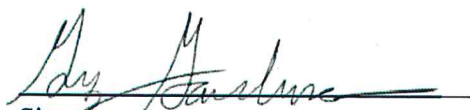
Gardinier Tech
Approved by:

Greg Gardinier

City of Okanogan
Approved by:

Date: 08/01/2022

Date: _____


Signature

Signature

Sales Agreement Appendix A

DESCRIPTION	QTY
AIDA Imaging Full HD HDMI Camera	1
HDMI Extender	1
Rack Equipment	1
Media Server	1
Wireless Gooseneck Mics	2
Wireless Handheld Mic	1
Wired Gooseneck Mics	7
TV and Cart	1
Cabling	1
Media Laptop	1
Audio Mixer	2