



May 8, 2021

VIA E-MAIL ONLY: John.Collinson@hsn.net

John Collinson, Chief Engineer
Ventana Television
HSN, 1 HSN Drive St. Petersburg, FL 33729
727-872-4210

RE: Proposal 210502-5; Ventana for Colwich KS Antenna Installation

John,

Thank you for the opportunity to submit this proposal to install a new antenna and line system on the ATC tower in Colwich KS.

Scope of Proposal:

- Provide engineer reviewed rigging plan to ATC and obtain NTP for tower work. (Note: No permit fees are included in this proposal. If none required, ATC will accept a statement to that effect on letterhead).
- Travel/mobilize crew and equipment to tower site.
- Rig tower above 500’ level.
- Provide and install 36’ pipe mount oriented to 125 degrees marked by compass on site.
- Install new antenna on pipe (31’ tall about 275#).
- Install 4” flexline on tower between building and new antenna with hangers at 3’ spacing.
- Connect to new antenna and assist with tuning.
- Down rig.
- Adjust tower guy tensions to with 5% of new values while ensuring proper vertical alignment.
- Final site cleanup/dispose of all generated debris including spool.
- Demobilize.

Pricing includes labor, personnel travel and use of equipment. Customer must provide to Precision Communications, LLC the manufacturer’s recommended tensions, to determine if wire tensions are within ± 5% of the manufacturer’s recommended tensions. Pricing based on site being accessible to heavy equipment, no power line interference, and each guy path accessible with a two-wheel drive vehicle, having a suitable tag alley. Pricing assumes there will be no interference from tenants on the tower. Scheduling is based on receipt of signed Proposal Acceptance form. Pricing valid for 30 days, thereafter subject to confirmation. Pricing based on current freight/fuel rates subject to change without notification.

Proposal Total \$48,600.00

Thank you for the opportunity to provide this proposal. If you have any questions or concerns please feel free to contact me at any time.

Sincerely,

Ron Scalfani

Ron Scalfani

Enclosures

PROPOSAL ACCEPTANCE

COMPANY: Ventana

DATE: May 8, 2021

PROPOSAL NUMBER: 210502-5; Ventana for Colwich KS Antenna System Installation

PROPOSAL AMOUNT: \$ 48,600.00

TERMS:

Proposal Amount	<u>\$ 48,600.00</u>
Due Upon Acceptance of Proposal	<u>\$ 16,200.00</u>
Due Upon Arrival of Crew to Site	<u>\$ 16,200.00</u>
Balance Due Upon Completion	<u>\$ 16,200.00</u>

Net -30 days - *1.5% service charge per month on past due balance

The undersigned authorized representative of Station accepts the offer submitted by Precision, thereby creating a binding and enforceable contract. Precision and Station agree that the relationship between Precision and Station shall be governed by the Terms and Conditions of Sale attached hereto as Exhibit "A" and incorporated herein by this reference.

By accepting this proposal, the customer warrants that the scope of work has been reviewed, understood and agreed to as being correct and also that the tower is adequate to accommodate any modifications or additions to the tower outlined in the scope of work.

"PRECISION"

Precision Communications, LLC

By: 

Its: CEO

(Title)

"STATION"

Ventana

By: *David R. Caputo*

Its: SVP

(Title)

Date: May 25, 2021

EXHIBIT "A"

TERMS AND CONDITIONS OF SALE

1. **Payment Terms.** The purchase price for all equipment and services as set forth in the Proposal Acceptance shall be paid to Precision (as defined in the attached Proposal and Acceptance) at its designated address under Section 7.

2. **Price Adjustment.** The final invoice can be changed for any or all of the following reasons:

(a): In addition to the labor charge agreed to in this proposal, Station (as defined in the attached Proposal Acceptance) shall pay Twelve Hundred Dollars (\$1,200.00) per man per day for each Downtime Day and Nine Hundred Dollars (\$900.00) per man for any Weather Day (as hereinafter defined) . "Weather Day" is any continuous twenty-four (24) hour period in which the weather (including, but not limited to, wind and precipitation) prevents Precision's crew from working on the project for at least 5 hours. Equipment rental will be included on a pro-rated basis for the amount of weather/downtime encountered. The project foreman is responsible for the safety of the crew and has sole discretion in determining what days constitute Weather Days. The foreman's decisions concerning Weather Days will be respected and will not be subject to challenge by the station.

(b) **Materials Delay.** For work that station assumes responsibility for providing materials, delays due to incorrect or insufficient materials will be billed for on an hourly basis for each employee of Precision affected by the delay. Equipment rental will be included on a pro-rated basis for the amount of delay encountered. A schedule of hourly rates is available on request.

(c) **Addition to scope of work.** For work beyond that described in the Proposal that is either required upon engineering review or which a station requests Precision to perform while on site, costs for such work will be added to the final invoice on a "Time and Materials" basis which means labor will be billed at an hourly rate and needed materials will be billed at cost plus handling.

3. **Taxes.** The stated prices do not include any applicable federal, state, or local taxes, including, but not limited to, sales or use taxes. The amount of such taxes payable or paid by or assessed against Precision will be billed to and paid by Station upon presentation of Precision's invoice. If tax exemption for sales and/or use tax is provided to Precision Communications (upon acceptance of proposal), sales and/or use tax will be shown as "Exempt" on invoicing.

4. **Delivery.** Precision will deliver materials and special equipment FOB factory or warehouse, to a carrier selected by Station. Because of the difficulties in predicting future delivery dates or periods, Precision makes no representation concerning shipping dates. If station is unable to accept shipment of the goods and equipment or directs Precision to "hold shipment", Precision may deliver the equipment into storage and bill Station as though shipment has been made to station. Title to such items and risk of loss thereof or damage thereto shall pass to Station when placed in storage. All storage charges and expenses incurred by Precision shall be reimbursed by Station. All freight cost incurred by Precision for materials and special equipment will be billed as an extra at the time of final invoice.

5. **Warranty.** Precision hereby warrants all workmanship to be of good quality in line with industry standards, including installation, application, and set-up, for a period of one (01) year from the date of beneficial use or substantial completion of the work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by Precision or with Precision's written permission. Precision's sole liability hereunder shall be to repair promptly at Precision's option and at Precision's expense.

With respect to inspections, Precision warrants that such will be performed in a good and workmanlike manner conforming to industry accepted methods. Inspection reports will contain descriptions of apparent and observable conditions existing on the station's property at the time of the inspection. Precision will not be responsible for needed repairs or other corrective actions nor for any damage to the station's property that results from failure to make repairs or other corrective actions regardless of the timeliness or completeness of the written report provided to the station.

With respect to information or measurements provided for engineering purposes, Precision warrants that such information or measurements will be obtained in a good and workmanlike manner conforming to industry accepted methods and will not be responsible for discrepancies due to limitations inherent to obtaining field measurements. Unless specifically stated otherwise in the proposal, Precision will not be responsible for performing any engineering analyses or for repairing or modifying any structure or structural member determined to be in any way deficient.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PRECISION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REPSECT TO THE EQUIPMENT AND THE MATERIAL PROVIDED HEREUNDER. PRECISION SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM RELATING TO, OR CONNECTED WITH THE LABOR, EQUIPMENT, MATERIALS, OR ANY GOODS OR SERVICES PROVIDED HEREUNDER.

6. **Force Majeure.** Precision shall not be liable for delay or failure to perform any of its obligations if the delay or failure results directly or indirectly from the acts of omissions of Station, its employees, agents or assigns or from a statute, ordinance regulation or rule of law, of any government having jurisdiction over Precision or Station; insurrection; riots; national emergencies; war; acts of public enemies; fires, floods or other catastrophes; material or equipment shortages; acts of God; or any cause of like or different kind beyond the control of Precision.

7. **Notice.** All notices to be given herein shall be given to the party at their respective addresses as set forth below:

(a) **If to Precision:**

Precision Communications, LLC
506 Industrial Road
Grove, OK 74344

(b) **If to Station:**

Ventana Television
HSN, 1 HSN Drive
St. Petersburg, FL 33729

8. **Waiver.** The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant herein contained. Any and all rights, remedies and options given in this agreement to any party shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given under any law now or hereafter in effect.

9. **Supplemental Instruments.** The parties shall execute any and all documents in order to carry out the intent of this agreement.

10. Attorney's Fees. In the event of a dispute arising out of the terms hereunder, the prevailing party shall be awarded reasonable Attorney's fees in addition to court costs and other costs incidental thereto.
11. Binding Effect. The covenant and conditions herein contained shall apply to and bind the parties respective heirs, personal representatives, successors and assigns.
12. Entire Agreement. This agreement represents the entire agreement of the parties with respect to the subject matter hereof. All agreements entered into prior hereto are revoked and superseded by this agreement, and no representations, warranties, inducement, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This agreement may not be changed, modified or rescinded, except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no force an effect.
13. Execution by Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. In addition, this agreement may contain more than one counterpart of the signature pages and this agreement may be executed by the affixing of the signature pages and all of such counterpart of the signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.
14. Jurisdiction, Venue, and Governing Law. Construction and enforcement of this agreement shall be governed by the laws of the State of Oklahoma. Station irrevocably submits to the jurisdiction an venue of the United States District Court for the Northern District of Oklahoma and the jurisdiction and venue of the District Court in and for Delaware County, Oklahoma in any suit, action or proceeding arising out of this agreement.
15. Suitability of Tower for Proposed Work. Unless specifically listed in the scope of work, no engineering, structural analysis or licensing is included or implied by the submission of this proposal. It is the responsibility of the customer to ensure that the tower is adequate for its intended use, including any loading additions or modifications to the tower. At a minimum, this should include a PE stamped loading chart for the tower based on the most current revision of the EIA-TIA standard; an FCC broadcasting license specifying the frequency, height and Effective Radiated Power for any broadcast systems; an FCC-FAA registration for purposes of Obstruction Lighting and Marking; as well as any other applicable state or local licenses or permits. The station needs to forward to Precision Communications a copy of any such documentation acquired for this project.