

Purchase Agreement

Date: January 29, 2021

Project Name: Allen Event Center LED

Project #: 174540

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Cally Sytsma Email: cally.sytsma@musco.com Telephone: 641-673-0411 800-825-6020 Ext 2638 Fax: 800-374-6402	2. BUYER NAME AND ADDRESS: Allen Events Center (the "Buyer") 200 Stacy Rd Allen, TX 75002 Attn: Bill Herman Email: WHerman@AllenEventCenter.com Telephone: 972-912-1041 Fax: 972-678-4664
3. OWNER NAME AND ADDRESS: Allen Events Center 200 Stacy Rd Allen, TX 75002 Attn: Bill Herman Email: WHerman@AllenEventCenter.com Telephone: 972-912-1041 Fax: 972-678-4664	4. SHIPPING NAME AND ADDRESS: Allen Event Center 200 Stacy Rd Allen, TX 75002 Attn: Bill Herman Email: WHerman@AllenEventCenter.com Telephone: 972-912-1041 Fax: 972-678-4664
5. WARRANTY CONTACT: Allen Events Center 200 Stacy Rd Allen, TX 75002 Attn: Bill Herman Email: WHerman@AllenEventCenter.com Telephone: 972-912-1041 Fax: 972-678-4664	6. FACILITY NAME AND ADDRESS: Allen Event Center 200 Stacy Rd Allen, TX 75002

7. **EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Indoor Lighting System

- Electrical component enclosures
- Pole length wire harnesses
- Factory wired fixture mounts
- Factory wired crossarm units
- 64 – Total Light Control™ TLC-LED-TW factory-aimed and assembled luminaires
- 8 – Total Light Control™ TLC-RGBW factory-aimed and assembled luminaires

With Controls

- Control-Link® control & monitoring system cabinet with Show-Light+™ entertainment package
- (1) Touchscreen
- DMX Interface System
- CueServer with (3) Advanced Light Shows

Built to the following specifications:

- Driver input voltage: 277v
- Phase to pole: 1 phase

8. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.



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9. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

Installation – refer to the Installation Scope of Work in Exhibit A.

11. **CONSTANT 10™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty")** – Musco shall provide parts, labor and all services outlined in the Musco Constant 10 Agreement to maintain operation of lighting equipment for 10 years as follows:

- **Warranty service begins:** On the date of product shipment
- **Expiration date:** 10 years from date of
- **Monitoring, maintenance & control services**
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents

12. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$275,500 plus applicable taxes, is payable as follows.

- \$68,875 due with order for pre-manufacturing engineering and design
- \$206,625 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Buyboard (contract number 592-19, expiration date 9/30/2021)

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.



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- 13. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☒ Taxable

☐ Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

- 14. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project? ☐ Yes ☒ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

- 15. DELIVERY** – Normal delivery to the shipping address indicated above is 6 to 8 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 16. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 17. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
- 18. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.



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- 19. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the “Secured Property”). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 20. INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
- 21. DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 22. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer’s premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney’s fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 23. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco’s reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
- 24. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.
When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- 25. CONDITIONS OF AGREEMENT**
- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.

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- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

ALLEN EVENTS CENTER

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

Please remember to return all pages of this agreement.



EXHIBIT A.

Musco Lighting Responsibilities

1. Provide the following equipment.
 - a) 72 - Musco LED Fixtures for Event, Egress/Concert Infill, Work/Maintenance Lighting.
 - b) 72 - Single Mounting Brackets and mounting hardware for above.
 - c) 72 - Remote drivers and mounting hardware for above fixtures.
 - d) 1 - Musco Master Control Cabinet for DMX Dimming Interface.
 - e) 1 - Remote Touchscreen
2. Provide all assembly and installation documentation.
3. Provide Project Manager on site during installation at critical times to ensure product meets customer expectations and specific installation requirements.
4. Provide Project Engineers for fine tune aiming and controls commissioning at completion of installation.

Musco Installing Subcontractor Responsibilities

1. Installing contractor responsible for all required permits.
2. Demo and disposal of existing metal halide sports lighting and Maintenance fixture and lamps. Coordinate removal with the owner. Recycle components to the highest level and dispose of all other materials per local and state laws.
3. Accept and unload shipment of all Musco equipment for this project. Coordinate with other trades.
4. Provide secure storage of equipment if required.
5. Installation of equipment listed above. Refer to Musco Fixture Layout Drawing. The fixtures are pre-aimed and must be installed in the proper locations as shown on the layout drawing. Location of Musco Master Control Panel to be coordinated with Allen Event Center.
6. The Musco drivers will have a 40" primary cord with a NEMA L7-20P plug on them. Subcontractor required to supply circuits and receptacles to power the drivers. Fixture mounts will have a cord that will plug directly into driver enclosure. Egress driver primary cords can be direct wired to power circuits if required by code.
7. Install Musco Master Control Panel on catwalk. 120V control circuit required.
8. Provide and install the Belden 7933A communication cables from Musco Master Control Cabinet to all driver enclosures on catwalk in a true daisy-chain. The order of the cabling of the drivers doesn't matter but will need to be coordinated with Musco, ideally before production. Base price to provide and install cable without conduit. Length of the Belden cable needs to be less than 3000'. If it exceeds this length, a repeater will be required. Contractor required to install and provide 120v control circuit to power.
9. Pull and/or pipe and terminate CAT5 communication cable from gateway on catwalk to ETC remote touch screen location(s). Locations to be confirmed but they are typically in a lighting control booth that overlooks the bowl and one on the event level.
10. All temporary installation rigging requirements and lift equipment to be provided by installing contractor.
11. Provide materials and circuits to supply primary power to all Musco supplied fixtures/Drivers.
12. Provide as-built drawings and panel schedules.