

Full Moon Creative, LLC

10001 NW 50th Street STE 202 Sunrise, Florida 33351

FMC Q#	FMCQ1041	
DATE	Aug 21, 2025	

Drafted By Reece Pounder

r.pounder@fullmooncreative.com

For Jonathan Lopez

City of Cooper City 9090 SW 50th Place Cooper City, FL 33328

Email:

JLopez@coopercity.gov

Project

Cooper City Microphone System Replacement

On Behalf Of Dwight I

Dwight Moon and Howard Attias

Owners, Full Moon Creative LLC

Bill To Jonathan Lopez

City of Cooper City 9090 SW 50th Place Cooper City, FL 33328

Email:

JLopez@coopercity.gov

P.O. Number	Payment Terms	Quote Expires
	Due On Approval	Sep 20, 2025

Preamble

This quote is for the installation, configuration and calibration of a Televic Confero360 / Confedia Flex Wired Discussion System. This system enables request to speak and voting, with option to expand to remote conferencing, multimedia/video at each seat, TV control, and more.

QTY	MFR.	ITEM#	DESCRIPTION	TOTAL PRICE
TELE	VIC MIC SYS	TEM		\$25,790.00
8	Televic	71.98.0133	Confedia FLEX Mike Wired Conference Unit with Touch Interface	
8	Televic	71.98.0095	Mike PLM502F 20" Gooseneck Mic Dual Flex LED	
1	Televic	71.98.2905	Plixus MME+Dante Multimedia Processor	
1	Televic	71.98.3001	Confero Advanced Audio License - Dante I/O routing for third party systems integration	
1	Televic	71.98.3000	Confero 360 License, adds new roles for meeting control, room layouts, meeting templates, badge identification, signage, meeting reports, and more	
5	Televic	71.98.1401	Confedia FLEX G4 Voting License Key, enables voting. Required per seat	
SUPP	ORTING HAI	RDWARE AND SOFT	WARE	\$5,976.85
1	Q-SYS	SLDAN-32-P	Software Dante License 32x32	
3	Apple	MCNH4LL/A	iPad Air 13"	
3	iPort	72326	iPort Connect Pro Charging Case for iPad Air 13" - Magnetic Quick Release, Rotation, Charging Network and USB Pass-thru	
3	iPort	72352	Connect Pro Magnetic Docking Station for iPad, Charing and Network Pass-thru, 45 Angle, Black	
3	iPort	72101	PoE+ Network Adapter for iPort Connect Pro - Adds network and power connectivity over Ethernet	
1	TP-Link	EAP653	Omada AX3000 Wi-Fi 6 Access Point, 802.3at PoE+ and DC, Ceiling Mount	

QTY	MFR.	ITEM#	DESCRIPTION	TOTAL PRICE
1	Audinate		Dante Virtual Soundcard Single Machine Non-Transferrable 16ch	
CABL	.ES			\$205.00
2	Cable Matters	160012-BLK-14x10	14' CAT6 STP Patch Cord 10CT	
NOT	E: Owner to furr	nish low voltage contracto	or for (2) shielded, (8) unshielded cable home run to dais	
1	FMC		Cable Management and Mounting Hardware Kit	
INSTA	ALL LABOR			\$16,730.00
144	FMC	LABOR	Install and configure conferencing system, integrate with existing controls system and ForTheRecord recorder, tune sound system for new microphones	
16	FMC	LABOR	Specialist Audio Engineer to Tune and Calibrate Sound System, With Equipment	
NOT	E: Labor hours a	are an ESTIMATE and ar	e billed as used.	
1	Televic	99.06.0006	1 Day Televic Remote Tuning and Advanced Config	
OPTIO	ONAL ADD-ONS			\$0.00
1		99.06.0004	Televic 1YR SLA - Unlimited Support Phone/Email/Remote, Advanced Replacement on Televic Core Products (Optional)	\$2,200.00

Notes

Please contact me if I can be of further assistance.

SUBTOTAL	\$48,701.85
TAX	\$0.00
TOTAL	\$48,701.85

Terms and Conditions:

Please see any and all attached pages to this quote for supplimentary terms.

This agreement only valid if all attached agreements are signed also.

Approving this quote:

By signing below I approve this quote on behalf of my organization. I have the legal authority to enter into an agreement and accept all the terms and conditions of sale listed within this document or provided via alternative means to me by Full Moon Creative, LLC. I acknowledge that, in the event of price changes due to factors outside of the influence of Full Moon Creative, LLC, this quote may be updated at any time prior to or after approval.

Signature and Date	Name and Title



Full Moon Creative, LLC Standard Terms and Conditions for installation projects

Version 1, Updated 2025-Aug-21

1. Scope of Work

All work to be performed will be limited to the systems, equipment, and services described in the accepted proposal or contract. Any changes, additions, or deletions must be documented by a written and signed change order.

No verbal agreements shall be binding. Minor field adjustments under \$50 may be accommodated at the sole discretion of Full Moon Creative, LLC but shall not alter the contractual price or scope without written confirmation.

2. Pricing and Validity

Project pricing is contingent upon a continuous flow of work without interruption or delay. The proposal is valid only if accepted in writing and accompanied by the required deposit by the stated deadline. Delays caused by the Client, third parties, or other trades may result in additional costs.

If external circumstances cause Full Moon Creative, LLC's vendors, to impose cost increases (including but not limited to tariffs, material shortages, or manufacturer price adjustments), such increases shall be the responsibility of the Client. Full Moon Creative, LLC will use commercially reasonable efforts to notify the Client of any such increases in advance of procurement and will work with the Client to mitigate the impact; however, due to the frequency and unpredictability of recent cost changes, Full Moon Creative, LLC cannot guarantee that pricing at the time of proposal acceptance will remain unchanged through the duration of the project.

3. Payment Terms

For projects where payment terms list "Payment upon acceptance" or similar language:

 Full payment is due upon acceptance of the proposal. Any change orders or required additions shall be billed at procurement time, time of delivery to client site, or at project closure and handoff.

For projects where payment terms list "Deposit" or similar language:

The listed deposit is due immediately upon approval of the proposal. Final payment is due upon substantial completion of the project (refer to below language listed for 90% completion)

For projects where payment terms list "Net 30" or similar language:

 Payment in full is due within the number of days from the issuance of an invoice, calculated from the date of the invoice. Unless otherwise specified, Full Moon Creative, LLC typically issues invoices upon delivery to client site, or upon ordering from Full Moon Creative, LLC vendors.

For projects where payment terms list "Deposit with Progress Payments":

- The listed deposit is due immediately upon approval of the proposal. Progress payments are to be collected as outlined in the proposal. If progress payments are not outlined in the quote, they shall be structured as follows:
- Balance remaining after deposit shall be split into four equal installments at the completion of the below stages:



25% = materials delivered to client site or approved storage location

50% = rough-in completed, some infrastructure installed, some hardware mounted

75% = completion of majority equipment installation, initial system programming

90% = substantial completion, system operational and subject to final adjustments and minor changes.

If the proposal specifies payment terms not listed above, and no terms are explicitly included, the Client shall contact its Full Moon Creative, LLC representative, to update the proposal with accurate payment terms prior to acceptance.

If materials must be stored by Full Moon Creative, LLC prior to delivery to the Client site, a storage fee may apply. If not provided for in the proposal, such fee will be communicated to the Client at least fifteen (15) days in advance of any charge, to allow time for the Client to accept delivery or arrange retrieval.

Payments not received by the due date shall accrue interest at a rate of 1.5% per month (18% annually) or the maximum rate allowed by law, whichever greater, calculated daily from the due date until paid in full. Additionally, a \$100.00 administrative fee shall be applied to each delinquent invoice.

Full Moon Creative, LLC reserves the right to suspend work, withhold delivery of materials, deny system access or impose other restrictions until all overdue invoices are paid in full. Any delays caused by such suspension shall not be attributable to Full Moon Creative, LLC and will be subject to delay policy listed in sections 2 and 6.

If any invoice remains unpaid for more than 45 days past the invoice due date, all outstanding amounts for this proposal shall become immediately due and payable, regardless of any established installation schedules.

The Client shall be liable for any costs of collection, including but not limited to reasonable attorneys' fees, court costs, and third-party collection agency fees.

The Client shall not withhold, offset, retain or delay payment of any amounts due for any reason, including but not limited to disputes, alleged defects, or pending warranty claims. All such issues shall be addressed separately and shall not affect Client's obligations to make timely payments in accordance with the terms of this agreement.

Until Full Moon Creative, LLC receives payment in full for all amounts due under this Agreement, Full Moon Creative, LLC shall retain all ownership rights and title to any equipment, software, or systems furnished under this Agreement. In the event of nonpayment, Full Moon Creative, LLC reserves the right, without further notice, to:

- Enter the Client's premises during normal business hours to remove any unpaid-for equipment; and/or
- Electronically disable, deactivate, or restrict use of any installed systems or software until payment is received in full.

The Client expressly waives any claims for damages, business interruption, or loss of use resulting from such repossession or disabling.

Client acknowledges that time is of the essence for all payments.



4. Client Responsibilities

The client shall be responsible for providing adequate facility access necessary for installing and commissioning, including where required exclusive use of any space used by other parties, such as other trades or members of the Public. Failure to provide access to required spaces constitutes an unreasonable delay and may incur charges as outlined in sections 2 and 6.

Failure of Client to provide required access, coordination, or completion of prerequisite work shall constitute a Client-caused delay under Section 6. This includes but is not limited to, undisclosed or other restrictions to working hours, limitations on types of tools used, sound restrictions, vehicle restrictions, or other similar limitations that impact Full Moon Creative, LLC.

The client shall be responsible for providing secure on-site storage for materials and equipment. If no such secure storage is available, Client should request an updated proposal from Full Moon Creative, LLC with storage of materials and tools at Full Moon Creative, LLC property. Any theft, damage, loss, or other impacts to tools or materials when stored on client site shall incur a charge equal to the cost of replacement of those items, should those items be damaged – except to the extent of any damage caused by the negligence of Full Moon Creative, LLC.

The client shall be responsible for completion of any and all related work not explicitly listed as a part of Full Moon Creative, LLC scope of work. For example, any electrical power, grounding, conduit, raceways, cable trays, coring, patching, firestopping, millwork, painting, structural work, framing, air conditioning and heating, etc. shall be the responsibility of the client, unless provided for in the Full Moon Creative, LLC proposal. The failure of other trades or the client to complete pre-requisite work may delay the schedule without liability to Full Moon Creative, LLC

The client shall be responsible for, and bear the full cost of, any permits, bonds, inspections or related items, unless otherwise agreed in writing. This includes the cost of any required drawings and documentation not provided for in the proposal, such as riser diagrams, electrical permit drawings, structural engineering drawings, as-built diagrams, etc.

5. Exclusions

Unless specifically included in the Proposal, the following work shall be performed by others and is not within the scope of Full Moon Creative, LLC:

- Low voltage cable pulls, free air or within conduit, and related permits
- Electrical power and grounding work, and related permits
- Establishment of cable pathways, including raceways, conduit, free air pathways, cable sleeves, or other related access for required infrastructure
- Firestopping, coring, patching, millwork, painting, fabrication, framing, or other trades not explicitly included in the proposal
- Structural / wind load ratings or stamped drawings for any permits or trades
- Permit fees, bond, related costs.

It is the responsibility of the Client to ensure that all related work by others is completed in accordance with applicable codes and standards. Full Moon Creative, LLC shall not be liable for any defects, deficiencies, or failures in such work, nor for any failure to pass permit inspections or code enforcement reviews arising from work outside the scope of Full Moon Creative, LLC's proposal.



6. Delays

If project delays are caused by the client, other contractors, or conditions outside of Full Moon Creative, LLC's control, the client may be charged for additional costs related to labor, rescheduling, storage, or impacts to business as a result of delayed project completion.

Full Moon Creative, LLC shall not be liable or deemed to be in default for any delay, interruption, or failure in performance under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, extreme weather, fire, flood, war, terrorism, pandemics, governmental actions or restrictions, labor disputes, material shortages, supply chain disruptions, vendor delays, transportation failures, or utility outages. Any such event shall extend the schedule for performance by the length of the delay plus a reasonable period for resumption.

In the event of any such delay, Full Moon Creative, LLC shall be entitled to an equitable adjustment of time and cost. This adjustment shall be imposed at the discretion of Full Moon Creative, LLC.

7. Warranty

Full Moon Creative, LLC provides no warranty of any kind on installation services, labor, or workmanship unless a warranty is expressly listed as a separate line item in the proposal or contract. If no such warranty line item is included, the Client shall receive only the manufacturer's warranty, if any, on equipment and materials supplied.

To the fullest extent permitted by law, all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement, are expressly disclaimed. Full Moon Creative, LLC shall have no responsibility for defects, deficiencies, or failures in:

- Work performed by others.
- Equipment or materials not provided by Full Moon Creative, LLC; or
- Equipment or materials covered by manufacturer warranty.
- Consumable items such as batteries, filters, fuses, etc.

Should a warranty be listed as a line item on the proposal, that warranty shall cover the correction of installation defects attributable to workmanship for the duration specified in the line item. If no duration is listed, the duration shall be twelve (12) months.

If the warranty line item includes "Parts", then all goods and materials supplied by Full Moon Creative, LLC that are not otherwise covered by a manufacturer's warranty shall be warranted by Full Moon Creative, LLC for the same duration as the purchased warranty. During this period, Full Moon Creative LLC will, at its option, repair or replace such goods or materials found to be defective in normal use, excluding consumables (e.g., batteries, lamps, fuses, filters) unless specifically stated otherwise.

Repaired or replaced items under any warranty shall be warranted only for the remainder of the original warranty period and shall not extend or restart the warranty term.

Manufacturer warranties, where available, shall apply first and shall govern the repair or replacement process. Full Moon Creative, LLC's warranty obligations, shall apply only to the extent the manufacturer warranty does not cover the defect.

Any warranty services purchased as a line item shall be suspended if the Client is in arrears on payment.



8. Confidentiality

This proposal and related documentation are proprietary and confidential to Full Moon Creative, LLC and shall not be used, disclosed, or reproduced in whole or in part for any purpose other than evaluating the proposal or executing the project.

Where the Client is a public entity subject to public records laws, Full Moon Creative, LLC acknowledges that certain documentation may be disclosed in accordance with applicable law. The Client agrees to provide reasonable notice of any public records request that may include Full Moon Creative, LLC proprietary materials, to allow Full Moon Creative, LLC the opportunity to assert any applicable exemptions.

In the case of formal Requests for Proposal (RFPs) or Invitations to Bid, Full Moon Creative, LLC may, at its sole discretion, release its submitted proposal or portions thereof for marketing or reference purposes, unless the solicitation is designated as a sealed bid or otherwise restricted. In sealed or restricted solicitations, Full Moon Creative, LLC will not publicly disclose its proposal except to the extent required by law or by the awarding authority (e.g., upon award of contract, or if made part of a public record).

9. Acceptance

By signing the proposal or contract, the Client acknowledges and agrees to these Terms and Conditions, and authorizes Full Moon Creative, LLC to commence work.

Work shall not commence until any required deposit or initial payment is received. Acceptance of the proposal shall bind the Client to these Terms and Conditions, which shall prevail over any inconsistent terms contained in any purchase order, agreement, or document submitted by the Client.

10. Supplementary Provisions

10.1 Indemnification

The Client shall indemnify, defend, and hold harmless Full Moon Creative, LLC and its employees, officers, and agents from and against all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to (i) the Client's use or misuse of the installed systems, (ii) work performed by other trades or contractors, or (iii) the Client's failure to comply with applicable laws, regulations, or codes.

10.2 Limitation of Liability

In no event shall Full Moon Creative, LLC be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, loss of business, or business interruption. Full Moon Creative, LLC's total aggregate liability under this Agreement shall not exceed the total amount paid by the Client for the project giving rise to the claim.

10.3 Termination

In the event the Client cancels the project after acceptance, Full Moon Creative, LLC shall be entitled to retain the deposit and to recover payment for all materials procured, services performed, and costs incurred up to the date of termination, including reasonable overhead and restocking fees.



10.4 Governing Law & Venue

This Agreement shall be governed by and construed under the laws of the State of Florida. The parties agree that any action arising under this Agreement shall be brought exclusively in the state courts of Broward County, Florida.

As a condition precedent to litigation, the parties agree to first attempt to resolve any dispute arising under this Agreement through good-faith negotiation. If such negotiation fails, the parties shall submit the dispute to mediation in Broward County, Florida, administered by a mutually agreed mediator. Only if mediation fails may either party pursue litigation, subject to the venue provisions above.

10.5 Subcontractors

Full Moon Creative, LLC reserves the right to engage subcontractors in the performance of its obligations, provided that Full Moon Creative, LLC shall remain responsible for the performance of the Agreement.

10.6 Software Licenses and Intellectual Property

All programming, software, and documentation provided by Full Moon Creative, LLC remains the intellectual property of its author and is licensed, not sold, to the Client for use solely in connection with the installed system. Use of such items outside this scope requires the prior written consent of Full Moon Creative, LLC.

To the extent that the installed system incorporates third-party software or firmware, the Client's rights shall be limited to those expressly granted by the third-party licensor. Full Moon Creative, LLC makes no representation or warranty with respect to such third-party software and shall not be liable for any limitations, restrictions, or conditions imposed by the third-party licensor. The Client is responsible for compliance with all applicable license terms.

10.7 Interpretation / Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The Agreement shall be interpreted as if the unenforceable provision were not included, and the parties' intent shall be given maximum lawful effect.

10.8 Entire Agreement

This Agreement, together with the attached proposal, constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, written or oral. Any modification must be in writing and signed by both parties.

Should any terms in this agreement be unacceptable to the Client, please reach out to Full Moon Creative, LLC for negotiation prior to signing.

Signature Name and Title Date