

New City Hall AV

City of Dodgeville



Presented By:



Madison Office
5404 Voges Rd.
Madison, WI, 53718
(608) 831 - 5012

Milwaukee Office
1207 West Canal Street
Milwaukee, WI 53233
(414) 797 - 0667

Appleton Office
1899 Progress Way
Kaukauna, WI 54130
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Wausau Office
200 Paper Place
Mosinee, WI 54455
(715) 241-8332

Modified: 8/14/2025
Revision: 0



City of Dodgeville
New City Hall AV
Scope of Work

Committee Meeting Room

Video

- Wall mounted large display
 - **Display(s)**
 - 85" commercial display
 - Pull out wall mount for serviceability
 - **Sources**
 - BYOD inputs at the table
 - **Cameras**
 - One fixed room view camera with AI framing mounted above the display

Audio

- Ceiling speakers and microphones
 - **Speakers**
 - Four ceiling mounted speakers in ACT
 - White
 - **Microphones**
 - Ceiling mounted microphone(s) (match Library)
 - White
 - **Processor/Amplifiers**
 - Audio processor with advanced echo cancellation (match library)

Conferencing

- Bring Your Own Device video conferencing
 - **User Experience**
 - USB and HDMI at the table (cored floor)
 - A user will connect their laptop to the system
 - A user can then select the room peripherals and use their conferencing platform of choice

Environment

- N/A



Control

- No external control of this system is required
 - Conferencing equipment to be available via USB at the table
 - Display to auto turn on/off with signal presence

Small Conference Room

Video

- Wall mounted display
 - **Display(s)**
 - 55" commercial display
 - Pull out wall mount for serviceability
 - **Sources**
 - BYOD inputs at the table (floor not cored, furniture tbd)
 - **Cameras**
 - Included in Conferencing Soundbar

Audio

- Ceiling speakers and microphones
 - **Speakers**
 - Included in conferencing soundbar
 - **Microphones**
 - Included in conferencing soundbar
 - **Processor/Amplifiers**
 - Audio processor with echo cancelation included in soundbar

Conferencing

- Bring Your Own Device video conferencing soundbar mounted above the display
 - **User Experience**
 - A user will connect their laptop to the system with HDMI and USB
 - A user can then select the room peripherals and use their conferencing platform of choice

Environment

- N/A

Control

- No external control of this system is required
 - Conferencing equipment to be available via USB at the table
 - Display to auto turn on/off with signal presence



Mayor's Office

Video

- Client provided display and articulating wall mount

Audio

- New conferencing soundbar mounted to the display (height tbd)

Conferencing

- Wireless connectivity from the desk to the display and conferencing soundbar (AM3200)

Control

- No external control of this system is required
 - The manufacturer's display remote will be used to turn display on and change inputs
 - Wireless casting and conferencing access from the users laptop

Service Agreement

- Your project includes a 90-day workmanship warranty. Additional service level agreements are available and optional.

Customer Responsibilities

- All required data and client network cable and connections are to be provided by others.
- All coaxial cabling from building headend to be provided by others.
- All line voltage, junction boxes and conduit, if required for A/V systems, are to be provided by others.
- Concrete or core drilling/cutting.
- Necessary ceiling tile or gypsum board replacement and/or repair.
- Structural support of AV equipment or building related vibrations.
- All millwork
- Patching and painting
- Lifts or scaffold are not included unless stated otherwise.
- Conferencing platform licensing to be provided by the client prior to the 1st day of commissioning.
- Cable boxes are to be provided by others prior to the 1st day of installation.
- All OFE gear listed in the proposal to be provided in working order by the client prior to the 1st day of installation.



City Hall: Committee Meeting Room

Unassigned



- 1 **Automation Arts Commissioning - In House**
System configuration and calibration tasks performed by a commissioning agent



- 1 **Automation Arts Commissioning - On-Site**
System configuration and calibration tasks performed by a commissioning agent



- 1 **Automation Arts Programming**
Programming labor performed by Automation Arts programming team

Unassigned Total: \$3,276.00

Display Systems



- 1 **Crestron HD-RXC-4KZ-101**
DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable

- 1 SnapAV B6-4K2-1
4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 1M (3.3')

- 100 Windy City Wire CAT6A SP Black
Category 6A Shielded Plenum Cable (Black)



- 1 **SONY FW85BZ30L**
85" 3840x2160 4K, 440nit, 24/7 Display, Black - Black

- 1 Chief RLXT3
Chief Fit Large Extended Tilt Wall Mount - For displays 43-85

- 1 SnapAV WB-200-CE-4
WattBox Mounted Power Conditioner 4-Outlets - 2160J EMI/RFI Filtration Coax Ethernet

Display Systems Total: \$5,171.60

Connectivity

- 1 **Crestron HD-TXC-4KZ-101-1G-B**
DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, Black



1 SnapAV B6-4K2-2
4K Ultra HD Premium Certified High Speed HDMI® Cable with
GripTek™ - 2M (6.5')

1 SnapAV B6-4K2-3
4K Ultra HD Premium Certified High Speed HDMI® Cable with
GripTek™ - 3M (10')

100 Windy City Wire CAT6A SP Black
Category 6A Shielded Plenum Cable (Black)



1 **Crestron USB-EXT-2-LOCAL**
USB over Category Cable Extender, Local

1 C2G 54174
2m USB 3.0 AM-BM CBL BLK

100 Windy City Wire CAT6 P Black
Category 6 Plenum Cable (Black)

Connectivity Total: \$1,764.78

Cameras



1 **QSC NC-110**
110° Horizontal Field of View, ePTZ network camera, PoE, includes mounting
bracket for monitor and surface mounting

1 C2G 31342
5ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable -
Black

Cameras Total: \$1,805.53

Microphones



1 **Shure MXA920W-S**
Ceiling Array Microphone, Square, White, 24 inch

75 Windy City Wire CAT6 P White
Category 6 Plenum Cable (White)

Microphones Total: \$5,273.22

Speakers



- 3 **QSC AD-C6T-ZB-WH**
6.5" Two-way ceiling speaker, 70/100V transformer with 16Ωbypass, zero bezel design, 150° conical DMT coverage, includes C-rign and rails for blind mount installation.
Priced individually, sold in pairs. White only.

75 Windy City Wire 16-2 P White
16 Gauge 2 Conductor Speaker Wire, Plenum Rated (White)



- 1 **QSC AD-C6T-ZB-WH**
6.5" Two-way ceiling speaker, 70/100V transformer with 16Ωbypass, zero bezel design, 150° conical DMT coverage, includes C-rign and rails for blind mount installation.
Priced individually, sold in pairs. White only.

75 Windy City Wire 16-2 P White
16 Gauge 2 Conductor Speaker Wire, Plenum Rated (White)

Speakers Total: \$2,001.00

Head End



- 1 **Crestron USB-EXT-2-REMOTE**
USB over Category Cable Extender, Remote

1 C2G 54174
2m USB 3.0 AM-BM CBL BLK



- 1 **Netgear GSM4210PD-100NAS**
AV Line M4250 Series Managed Switch 8-port 10/100/1000 PoE+ (220W) 1 x 1Gig SFP Port

1 C2G 31342
5ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black



- 1 **QSC CORE 8 FLEX**
Unified Core with 8 local audio I/O channels, 64x64 network I/O channels. Includes UCI and scripting licensing.

1 C2G 27152
7ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black



- 1 **QSC SPA2-60**
2 x 60W Stereo Amplifier

10 Windy City Wire 22-2 SP White
22 Gauge 2 Conductor Shielded With Drain Mic or Control Wire, Plenum Rated (White)



1 **Wattbox WB-200-CE-4**

WattBox™ Mounted Power Conditioner, 4-Outlets - 2160J, EMI/RFI Filtration,
Coax, Ethernet

Head End Total: \$6,263.73

City Hall: Committee Meeting Room Total: **\$25,555.86**

City Hall: Small Conference Room

Display Systems



1 **SONY FW55EZ20L**

55" BRAVIA 4K HDR PROFESSIONAL LITE DISPLAY

1 Chief RLXT3

Chief Fit Large Extended Tilt Wall Mount - For displays 43-85

1 Wattbox WB-200-CE-4

WattBox™ Mounted Power Conditioner, 4-Outlets - 2160J, EMI/RFI
Filtration, Coax, Ethernet

Display Systems Total: \$1,605.26

Connectivity



1 **Crestron HD-EXT-USB-2000-C**

4K HDMI® & USB over HDBaseT® Extender 2000

Connectivity Total: \$1,345.19

Conferencing

1 **Chief PACSBM**

UNIVERSAL SOUNDBAR MOUNT

1 **Crestron UC-SB1-CAM**

UC Video Conference Smart Soundbar & Camera

Conferencing Total: \$1,540.48

City Hall: Small Conference Room Total: **\$4,490.93**

City Hall: Mayor's Office

Display Systems

1 **Client Provided Display and Mount**

Installation of client provided display and mount



Display Systems Total: \$329.50

Conferencing

- 1 **Chief PACSBM**
UNIVERSAL SOUNDBAR MOUNT
- 1 **Crestron AM-3200-WF**
AirMedia® Receiver 3200 with Wi-Fi® Network Connectivity
- 1 C2G 31342
5ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black
- 1 Crestron AM-TX3-100
AirMedia® Series 3 Connect Adaptor
- 1 Crestron AM-TX3-100-CRADLE
Tabletop Cradle for up to four AM-TX3-100 Adaptors
- 1 Crestron PW-2412WU
Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal
- 1 SnapAV B6-4K2-2
4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 2M (6.5')
- 1 **Crestron UC-SB1-CAM**
UC Video Conference Smart Soundbar & Camera

Conferencing Total: \$4,521.79

City Hall: Mayor's Office Total: \$4,851.29

Service & Project Expenses

Unassigned

- 1 **Automation Arts Surcharge**
Shipping, Handling, Logistics
- 1 **Automation Arts Training**
Automation Arts provided training for your system.

Unassigned Total: \$1,202.49

Service



1 **Automation Arts 90 Day Warranty**
90 day workmanship warranty as described in contract

Service Total: \$0.00

Service & Project Expenses Total: \$1,202.49

Project Subtotal: \$36,100.57



Proposal Summary

Total Installation Price:	\$36,100.57
Grand Total:	\$36,100.57

Payment Schedule	Amount	Due Date
Deposit	\$18,050.29	
Progress	\$9,025.14	
Final	\$9,025.14	

**Sales tax is not included in this proposal. Taxes, if required, will be reflected on the final billing for this project.

Proposal is valid for 30 days from delivery and will expire on: 9/28/2025



AUTOMATIONARTS

Contract

608.831.5012

New City Hall AV

City of Dodgeville

100 E Fountain St.
Dodgeville, WI 53533

Revision : 0
Modified : 8/14/2025

Presented By:

Automation Arts

5404 Voges Rd.
Madison, WI 53718 US
(608) 831-5012
<http://www.automationarts.com>



TERMS AND CONDITIONS

1. Contract Terms. These terms and conditions (the "Terms") and the accompanying proposal (the "Proposal" and collectively, with the Terms, this "Agreement") comprise the entire agreement between Automation Arts, LLC ("Automation Arts") and you ("Customer") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Proposal, these Terms shall govern, unless the Proposal expressly states that the terms and conditions of the Proposal shall control. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services or equipment to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services. Automation Arts shall provide the services (the "Services") and equipment and systems ("Equipment") to Customer as described in the Proposal in accordance with these Terms.

3. Performance Dates. Automation Arts shall use reasonable efforts to meet any performance dates specified in the Proposal, and any such dates shall be estimates only.

4. Customer's Obligations. Customer shall: (i) cooperate with Automation Arts in all matters relating to the Services and the Equipment and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Automation Arts, for the purposes of performing the Services and delivering the Equipment; (ii) respond promptly to any Automation Arts request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Automation Arts to perform Services and deliver Equipment in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer's Acts or Omissions. If the performance of Automation Arts of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Automation Arts shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs,

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Rev. 0

8/29/2025

charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Change Orders:

(a) If either party wishes to change the scope or performance of the Services or modify the Equipment is to be delivered, that party shall submit details of the requested change to the other party in writing. Automation Arts shall, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 27.

(c) Notwithstanding Section 6(a) and Section 6(b), Automation Arts may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Proposal.

(d) Automation Arts may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Proposal.

7. Fees and Expenses; Payment Terms; Late Payments. In consideration of the provision of the Services and Equipment by Automation Arts and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Proposal. Customer agrees to reimburse Automation Arts for all reasonable travel and out-of-pocket expenses incurred by Automation Arts in connection with the performance of the Services and delivery of the Equipment. Customer shall pay all invoiced amounts due to Automation Arts in 30 days of Automation Arts' invoice. Customer shall make all payments hereunder in US dollars by wire transfer or check. In the event payments are not received by Automation Arts within 10 days after becoming due, Automation Arts may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month from the date such payment was due until the date paid; and (ii) suspend performance for all Services and delivery of all Equipment until payment has been made in full. All payments made by credit or debit card will be subject to an additional 2.5% surcharge.

8. Taxes; Tariffs.

Customer shall be responsible for all tariffs, duties, and sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder. Such tariffs, duties, taxes, and similar charges are not included in the purchase price.

8.1. Price Adjustment Clause

(a) If any government-imposed tariffs, duties, taxes, or similar charges are introduced, modified, or increased after the effective date of this Agreement, and such changes materially impact the cost of materials, goods, or services provided under this contract, the affected party shall be entitled to an equitable price adjustment.

(b) Any price adjustment shall be limited to the actual cost increase incurred and must be agreed upon in writing by both parties.

8.2. Risk Allocation

(a) Each party shall be responsible for its own compliance with applicable tariff laws and regulations.

(b) Unless otherwise agreed in writing, any new or increased tariffs, duties, taxes, or similar charges imposed after the effective date of this Agreement shall be addressed under the Price Adjustment Clause.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Automation Arts in the course of performing the Services, including any items identified as such in the Proposal (collectively, the "Deliverables") shall be owned by Automation Arts. Automation Arts hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Customer shall own its Crestron Code upon full payment for delivered services. Any changes made to

Crestron codes by another Integrator shall void any Automation Arts Warranty, and will be subject to a T&M evaluation to fix, or correct programming code.

10. Confidential Information. All non-public, confidential or proprietary information of Automation Arts, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Automation Arts to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Automation Arts. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. Automation Arts shall be entitled to injunctive relief for any violation of this Section. The confidentiality obligations as provided for under this Section 10 will expire three years from the date Automation Arts completes the Services.

11. Warranty. Automation Arts warrants to Customer that subject to the terms hereof (the "Warranty"): (a) for a period equal to 90 days from the date of delivery to Customer the Services provided by Automation Arts will be in a workmanlike manner free of material defects and (b) for a period equal to one year from the date of delivery to Customer the Equipment provided by Automation Arts will be free from material defects under normal use and service, except that with respect to any components or other parts included in the Equipment that are subject to a manufacturer's warranty, the warranty provided by Automation Arts will equal to the earlier of 90 days from the date of delivery to Customer or the expiration of any applicable manufacturer's warranty. This warranty is not transferable by Customer to any third-party and is as stated herein unless otherwise agreed to in writing.

(a) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision on the products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act.

Automation Arts shall not be liable for a breach of the warranty set forth in this Section unless Customer gives written notice of the defective Services or Equipment, reasonably described, to Automation Arts within 30 days of the time when Customer discovers or ought to have discovered that the Equipment or Services were defective. Subject to this Section, Automation Arts shall, in its sole discretion, either: (i) repair or re-perform such Services or Equipment; or (ii) credit or refund the price of such Services or Equipment at the pro rata contract rate. If a warranty is offered by the manufacturer of any Equipment or parts thereto, such warranty information, if available, will be included with the Equipment.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND AUTOMATION ARTS' ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

The Warranty does not apply to any parts of other Equipment provided by Customer. The Warranty does not apply to expendable or consumable parts or items. The Warranty does not apply to any negligent, reckless, or intentional alteration, misapplication, misuse or abuse by any person or entity other than Automation Arts or its authorized service representatives.

Workmanship warranty of physically installed items will be a standard one year warranty. This would include misinstallation of a product, that causes damage or harm to the structure in which it is attached to. Automation Arts personnel shall possess the requisite level of training, skill, and experience to address the requisite tasks efficiently and will perform installations and services in a professional and workmanlike manner consistent with the generally accepted industry standards.

12. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11 AUTOMATION ARTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR EQUIPMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. Limitation of Liability. IN NO EVENT SHALL AUTOMATION ARTS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AUTOMATION ARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL AUTOMATION ARTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO AUTOMATION ARTS FOR THE SERVICES AND EQUIPMENT.

14. Indemnification. Customer shall defend, indemnify and hold harmless Automation Arts, its subsidiaries, affiliates, successors or assigns and its respective members, managers, and employees and Automation Arts' customers against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder arising out of or related to the Customer's negligence, willful misconduct, or breach of any provision of this Agreement

15. Termination. In addition to any remedies under this Agreement, Automation Arts may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) ceases to do business or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. Insurance. During the term of this Agreement, Automation Arts shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with financially sound and reputable insurers.

17. Waiver. No waiver by Automation Arts of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Automation Arts. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Force Majeure. Automation Arts shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Automation Arts including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Automation Arts. Any purported assignment or delegation in violation of this Section is void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. Except as set forth in Section 14, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be exclusively instituted in the courts of the State of Wisconsin in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, that shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms, which by their nature should survive and apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

26. Waiver of Jury Trial. ANY DISPUTE THAT MAY ARISE UNDER THESE TERMS AND CONDITIONS, YOUR ORDER, OR THE SERVICES IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, CUSTOMER AND AUTOMATION ARTS IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT WE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, THIS AGREEMENT, OR THE SERVICES.

27. Amendment and Modification. This Agreement may be amended or modified only by written amendment by an authorized representative of each party.

Payment Schedule	Amount	Due Date
Deposit	\$18,050.29	
Progress	\$9,025.14	
Final	\$9,025.14	

**Sales tax is not included in this proposal. Taxes, if required, will be reflected on the final billing for this project.

Client: Barry Hottmann

Date:

Contractor: Automation Arts

Date: