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## PROPOSAL

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TO: Project: The City Of Powder Springs  
Ampitheatre Bathroom Access  
Control  
The city of Powder Springs Address:  
Date: 6/7/2021

*We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:*

THE CITY OF POWDER SPRINGS AMPITHEATRE BATHROOM ACCESS CONTROL  
(INSTALL TO BE COMPLETED BY JUNE 30)

Install conduit to each door x2  
Install cable x2  
Install new door controller x2  
Install ioSmart Reader x2  
Install TREX motion x2  
Install door position sensor x2  
Provide 1 year door subscription license x2

This warranty supersedes the proposal warranty section This applies to all city access control installed by K9. Warranty 5 years with concurrent support agreement and up to date licenses. Warranty to cover controller, readers, locks, power sources, motions, buttons, contacts for the duration of agreements and current licenses. Labor is covered under this warranty. The warranty does not cover damage from vandalism, acts of mother nature, and abuse.

**1. BATHROOM HARDWARE \$5,954.40**

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<b>Subtotal:</b>	<b>\$5,954.40</b>
<i>*0% Tax:</i>	<i>\$0.00</i>
<b>TOTAL:</b>	<b>\$5,954.40</b>

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### Terms and Conditions

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1. Prices and Payment - The total price for the Equipment and Services shall be stated in the applicable Order. Expedited Orders may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment for cash or leased transactions is invoiced and due as follows: (a) Maintenance Service - monthly in advance, (b) Equipment Only Orders - 20% of the Total Equipment Price with Order, remainder at Equipment delivery, (c) Equipment and Installation Services – 10% of the total with the execution of the order, progress payments throughout the implementation of the order, 10% retainage held until completion of the order. Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Customer shall pay the amounts agreed to and invoiced by Knine All Systems, Inc. within thirty (30) days of receipt of invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on the Order. In the event of a dispute between Customer and Knine All Systems, Inc. as to the correctness of items appearing on Knine All Systems, Inc.'s invoice, Customer may payment of the disputed items only.
  2. Taxes - All charges are exclusive of applicable federal, state or local taxes and fees. Knine All Systems, Inc. may invoice and Customer agrees to pay to Knine All Systems, Inc. amounts equal to any taxes resulting from this Agreement or any activities hereunder, exclusive of taxes on Knine All Systems, Inc.'s net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on Equipment on or after delivery to the installation site.
  3. Risk of Loss or Damage - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery.
  4. Changes in Customer Orders – Changes to an Order may only be made following agreement of Customer and Knine All Systems, Inc. to the change. If Customer and Knine All Systems, Inc. agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an Order or to return Equipment is subject to Knine All Systems, Inc.'s ability to return the Equipment to the manufacturer. Reasonable restocking, shipping and handling charges may be assessed with respect to any items deleted or returned.
  5. Limited Warranties – Knine All Systems, Inc. warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 6 and is used according to standard operating instructions issued by the manufacturer or Knine All Systems, Inc. Unless otherwise stated in the Order, the warranty period for Equipment installed by Knine All Systems, Inc. is twelve (12) months from Implementation. In addition, (a) the warranty period for Equipment moves, additions and changes shall be the greater of ninety (90) days or the remainder of the current annual service period of the system to which the Equipment is being added; (b) if Equipment is purchased without Knine All Systems, Inc. installation ("Drop Ship"). Knine All Systems, Inc. will provide Depot Warranty Service for a period of ninety (90) days from the shipment date unless otherwise stated in the Order; and (c) CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER FROM KNINE ALL SYSTEMS, INC. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). The warranty period will not be enlarged by Knine All Systems, Inc.'s repair or replacement thereof.
  6. Warranty and Maintenance Service Exclusions - Knine All Systems, Inc. shall respond to any service call requested by Customer; however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or

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negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, virus, failure of Customer to maintain a proper operating environment, or repair, relocation, damage or alteration of the Equipment by anyone other than Knine All Systems, Inc. or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by Knine All Systems, Inc. shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at Knine All Systems, Inc.'s System's then current rates.

**7. Cancellations on approved proposals via signed acceptance or receipt of PO's from the customer - If for any reason any part of this estimate is canceled. A restock fee of 25% of the returned materials and labor will be invoiced.**

8. Default by Customer - Upon any default by Customer under this Agreement, including the refusal to accept conforming Equipment or Services, Knine All Systems, Inc. may exercise all remedies to which Knine All Systems, Inc. may be entitled at law or in equity, including specific performance. Additionally, Knine All Systems, Inc. may declare all sums due or to become due hereunder immediately due and payable, and Knine All Systems, Inc. shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Knine All Systems, Inc. shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Knine All Systems, Inc. may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Knine All Systems, Inc. elects to continue performing under any Order, Knine All Systems, Inc.'s actions shall not constitute a waiver of any default by Customer.

9. Contingencies - Knine All Systems, Inc. shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Knine All Systems, Inc. or of its subcontractors or suppliers. Such contingencies include, without limitation, war, disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

10. Reasonable Access - Accuracy – Customer will designate in writing to Knine All Systems, Inc. a Customer Project Manager responsible for all communications between Knine All Systems, Inc. and Customer in connection with the Services. To ensure the timely and accurate provision of Services, Customer will be required from time to time to provide access to Customer locations, information and staff resources during Knine All Systems, Inc.'s regular business hours. If pre-scheduling is required to be on-site to perform Services, Customer will inform the Knine All Systems, Inc. Project Manager prior to the scheduled performance date. Scheduled Service that is unable to be performed due to Customer's constraints will result in additional charges if a delay or re-dispatch of Knine All Systems, Inc. personnel is required. Should such access to locations, Customer personnel and information not be provided, Customer is responsible for any resulting Service delays or added costs. The accuracy of information regarding the various internal requirements of the Service is solely Customer's responsibility. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by Knine All Systems, Inc. is subject to Knine All Systems, Inc. credit and other approvals. This Agreement is not binding upon Knine All Systems, Inc.'s until executed by an authorized employee, partner, or agent of Customer and Knine All Systems, Inc. The undersigned warrant and represent that they have the authority to bind Customer and Knine All Systems, Inc. to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

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Contractor: *Erik Keierleber* 6/7/2021  
Knine All Systems, Inc. Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: \_\_\_\_\_  
The city of Powder Springs Date