



VIP Production Northwest, Inc
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Quote



Kootenai County Idaho

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Coeur d'Alene, Idaho 83814
United States

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(208) 446-1610

Presented By

VIP Production Northwest, Inc

Presented On

Dec 16, 2025

Version

1

Project Description

Sara,

Here's the quote/design for the AV overhaul you asked for. I designed and quoted the full system, including the audio control (which is currently Q-SYS) because we are trying to get you away from having to rely on Avidex for support. We don't sell or support Q-SYS because it's tied so strongly to the installation company--as you're finding out--and you can't access it to do even the simplest changes. I would have to sell you a far more complex system to get around replacing it, which would make your life more difficult, not easier!

We'll replace all three PTZ cameras with newer, more capable (and simpler) ones that receive power and control over one Cat6 cable and send video over industry standard SDI connections. Those cameras will be controlled by a joystick controller that can set and recall up to 250 presets on each camera, plus give you real-time control of focus, color, iris, etc.

At the heart of the video switching is a Blackmagic Design ATEM TV Studio switcher. It will take video inputs from the cameras and a computer (which you can switch on the fly between the far wall, dais or booth) and allow you to do all of the things you currently do with transitions, PIP, lower thirds text, etc. but more simply and reliably. You can output the production stream directly to a hard drive for recording, via USB to your laptop, directly to common broadcast sites with just a key, and SDI all at the same time, so your options for streaming are wide open. We'll use the wall-mounted display in there to show you everything happening with the video and broadcast at any given time. That output could also go to a smaller screen, as needed.

Switching video in the room is super simple. You'll have three inputs to start: the plate on the far wall, a box at the dais for input (or output), and one in the booth for the computer there (mirrored on the screen so you can see it more easily). Switching any input to any output (projector, broadcast, etc.) is super simple and expandable to hundreds of devices. Want to add overflow monitors for when the room is combined? Easy. Another HDMI input at the back of the room? Can do.

We'll be replacing the audio controller with a new one that will integrate seamlessly with your existing mics and the new video switching system. It'll do everything your current one does, including the dialer for remote conference calling. We'll set up all of your current inputs and make them available to mix, like you do now. The control system is also expandable, so if you need more I/O, we just add hardware to make it happen.

The whole control system is also easy to modify. We'll build the initial program and get everything set up, but every device is open to you to adjust and control as needed. The programming for the touchscreen--which is the control interface for the whole system--is easy to modify. You can change the layout, add a fader, add buttons, etc. and it creates an HTML interface that can be connected to your network and accessed from anywhere as easily as if you were sitting in front of it.

This design is based in part on information supplied by others and reasonable estimations based on partial pictures. Additional costs may be incurred if any of that information is inaccurate and requires additional equipment to provide a functional system.

I'm happy to help you explain this system to whomever the decision makers are. I can imagine that the price tag alone will help with the sales portion, as we are way below Avidex's lowest range!

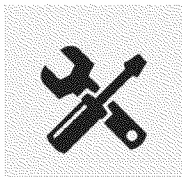
Products

Hearing Room

Product **\$24,908.35** Labor **\$6,000.00**

Camera/Broadcast System

Product **\$10,376.29** Labor **\$1,200.00**

ITEM		QTY	UNIT PRICE	TOTAL
	PTZOptics PT20X-SE-WH-G3 PTZOptics Move SE, a third generation PTZ camera, featuring 20X Optical Zoom, 1080 Resolution at 60fps and a 69.6 DFOV 60.7 HFOV in White. Supports simultaneous IP Video (NDI HX, SRT, RTMPS, RTSP), USB3.0, HDMI2.0 and 3G-SDI as outputs. PoE Power or Included Universal Power Supply White	3	\$1,428.57	\$4,285.71
	PTZOptics PT-CM-1-WH Standard base PTZ Camera Ceiling Mount Universal Design (White)	3	\$75.00	\$225.00
	Blackmagic Design SWATEMTVSTA/HD08 ATEM Television Studio HD8	1	\$3,565.00	\$3,565.00
	PTZOptics PT-JOY-G4 IP or Serial PTZ Camera Controller Fourth Generation PTZOptics VISCA & VISCA over IP Joystick Keyboard PoE & Universal Power Supply (A, C, G, I)	1	\$987.65	\$987.65
	Samsung MU-PG2T0B/EU Portable SSD T9 USB 3.2 Gen 2x2	1	\$347.93	\$347.93
	Cable/Wire Allowance Connectors, zip ties, labels, patch cables, etc.	1	\$320.00	\$320.00

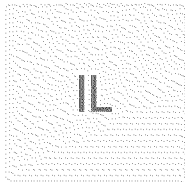
Windy City Wire RG6HD-BLK	250	\$0.84	\$210.00
Type RG 6/U Non-Plenum, 18 AWG Bare Copper Serial Digital [Black]			



Windy City Wire CAT6-BLK	250	\$0.74	\$185.00
23 AWG 4 Pair Bare Copper, Non-Shielded Non-Plenum Rated Category 6 [Black]			



Installation Labor ID	16 h	\$75.00	\$1,200.00
Pull Cat6 and SDI to camera locations, mount cameras, terminate cables.			



Shipping Allowance	1	\$250.00	\$250.00
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Video Distribution/Projector System	Product	\$5,943.36	Labor	\$1,200.00
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ITEM	QTY	UNIT PRICE	TOTAL
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Aurora Multimedia VPX-TC1-LT	4	\$921.54	\$3,686.16
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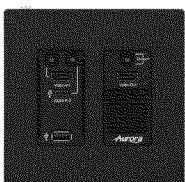
Next-gen 4K30 4:4:4 1Gbps AV-over-IP transceiver box utilizing Auroras Mimix CODEC technology (copper+SFP slot)

Aurora Multimedia LCN-DTE-2	2	\$198.00	\$396.00
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2 Channel Dante Software License

Aurora Multimedia VPX-TC1-WP2-Pro-B	1	\$1,229.23	\$1,229.23
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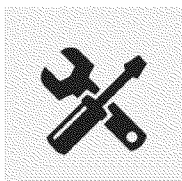
Next-Gen 4K60 4:4:4 1Gbps Av-Over-Ip Transceiver Wall Plate - Black



StarTech	3	\$12.99	\$38.97
3' Slim HDMI Cable with ethernet			
3FT SLIM HDMI CABLE HIGH SPEED THIN HDMI CORD UHD 4K			



Blackmagic Design	1	\$75.00	\$75.00
MICRO CONVERTER HDMI TO SDI			
3G PSU			
Power supply unit for Micro Converter HDMI to SDI 3G			



Cable/Wire Allowance	1	\$220.00	\$220.00
Patch Cables, zip ties, etc.			



Windy City Wire CAT6-BLK	200	\$0.74	\$148.00
23 AWG 4 Pair Bare Copper, Non-Shielded Non-Plenum Rated Category 6 [Black]			



Installation Labor WA	16 h	\$75.00	\$1,200.00
Run Cat6 to Projector, wall plate, dias, config and connect devices.			



Shipping Allowance	1	\$150.00	\$150.00
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Control System

Product \$3,269.08 Labor \$2,400.00

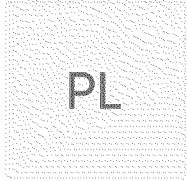
ITEM	QTY	UNIT PRICE	TOTAL
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Aurora Multimedia RXT-8D-B	1	\$1,183.08	\$1,183.08
8 desktop ReAX touch panel control system with Ethernet and WiFi (black)			



NETGEAR GSM4230PX-100NAS	1	\$1,996.00	\$1,996.00
24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch (Americas)			



Programming Labor ID	30 h	\$80.00	\$2,400.00
Configuration, programming, refinements, training.			



Shipping Allowance	1	\$90.00	\$90.00
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Audio System

Product **\$5,319.62** Labor **\$1,200.00**

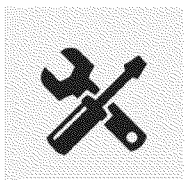
ITEM	QTY	UNIT PRICE	TOTAL
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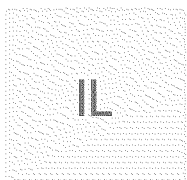
Aurora Multimedia DTX-1616D	1	\$4,264.62	\$4,264.62
16x16 Dante DSP with 16x16 analog in and out			



JK Audio ComPack	1	\$765.00	\$765.00
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Cable/Wire Allowance	1	\$220.00	\$220.00
Interface cabling, patch cables, zip ties, labels, etc.			



Installation Labor ID	16 h	\$75.00	\$1,200.00
Remove existing audio controller, install new, label/tone cables, configuration.			



Shipping Allowance	1	\$70.00	\$70.00
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Summary

Product	\$24,908.35
Labor	\$6,000.00
Subtotal	\$30,908.35
Tax	\$1,854.50
Total Price	\$32,762.85

Legal

INSTALLATION CONTRACT

This INSTALLATION CONTRACT (the "Agreement") is entered into as of December 15, 2025 (the "Effective Date") by and between VIP Production Northwest, Inc. ("VIPPNW"), a Washington Corporation and Kootenai County Commissioners (the "Client").

VIPPNW and Client are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

Now, for and in consideration of the mutual covenants contained herein, and intending to be legally bound by this agreement, the parties agree as follows:

- 1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the following meanings:
 - 1.1 "Equipment" means all equipment, whether previously owned by Client or newly purchased, that will be installed pursuant to this agreement.
 - 1.2 "Location" means the location or locations, whether a school, theater, church, or any other location, that VIPPNW will be installing the Equipment pursuant to this Agreement.

- 1.3 "Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.
- 1.4 "Sum Payment" means the total amount of money due from Client to VIPPNW.
- 1.5 "Term" means the length of time that this Agreement is effective, as stipulated in Section 10.
- 1.6 "Services" means the services VIPPNW will provide pursuant to this Agreement to install the Equipment at the Location.
2. Installation. VIPPNW will perform the Services described in the Quote to install the Equipment at the Location listed in the Quote in exchange for the Sum Payment identified in the Quote, including any options selected by Client.
3. Payment.
- 3.1 Deposit. A non-refundable deposit of fifty (50%) percent of the Sum Payment is required to be paid on the Effective Date of this Agreement. THE INSTALLATION IS NOT BOOKED UNTIL THE DEPOSIT HAS BEEN RECEIVED BY VIPPNW.
- 3.2 Progress Payments. Client shall pay progress payments upon substantial completion of portions of the project and as VIPPNW is in receipt of equipment for the project stored at VIPPNW's warehouse, as determined by VIPPNW, including, without limitation, a payment of 90% of the Sum Payment upon substantial completion of the Services.
- 3.3 Balance. The balance of the Sum Payment not yet paid in the deposit or progress payments is due within thirty (30) days of the Services being entirely completed.
- 3.4 Storage. VIPPNW provides storage space for equipment as it arrives from vendors, but as Client pays for gear under 3.2, ownership of that gear transfers to Client. If Client entity is dissolved in any form, including going out of business, or client stops responding to VIPPNW communications for 30 days or more, VIPPNW shall be allowed, at VIPPNW's sole discretion, to sell off Client's assets stored in VIPPNW's warehouse and use the proceeds to pay for storage of the equipment. VIPPNW shall sell the equipment at current market prices and charge market rate for storage of the equipment.
4. Timeline. VIPPNW will begin to render the Services at a time agreed to by the Parties after enough equipment is received by VIPPNW to start rendering the Services, as determined by VIPPNW. VIPPNW will update the Client on progress and estimated completion date. If there is a material change in the circumstances surrounding this Agreement that makes satisfying the completion date improbable or impossible, including delays in product availability, then the Parties shall work together to schedule continued work around both Parties' availability.
5. Client Preparation.
- 5.1 Access. Client shall ensure that VIPPNW has complete and total access to the Location. Complete and total access includes, without limitation, (i) the ability of VIPPNW to park its box trucks within fifty (50) feet of a suitable entrance to the Location, (ii) the ability of VIPPNW employees to move freely about the Location, unhindered by locked doors, security personnel, or any other obstacle, and (iii) the ability of VIPPNW to use any and all elevators, ramps, and similar items to move Equipment up or down levels.

- 5.2 Preparation. Client shall ensure that the Location is adequately prepared for the installation. Adequate preparation includes, without limitation, ensuring the cleanliness of the Location and of the places within the Location where Equipment will be installed, ensuring that there are no tripping hazards at the Location, and that the Location is secured against the intrusion of unauthorized personnel.
- 5.3 Violation. If, in their good faith professional judgement, VIPPNW determines that Client has not complied with all or any part of Sections 5.1 and 5.2, VIPPNW may, at its sole discretion, decline to render the Services.
6. Previously Owned Equipment. If the Equipment must integrate with equipment that was owned by Client previous to the Effective Date, and if at the time VIPPNW begins rendering Services VIPPNW discovers that such previously owned equipment is not in the condition it was represented or warranted to be in, Client agrees to replace such equipment, or render it compatible for the Services, at its sole cost and expense. If such replacement delays the installation, Client shall reimburse VIPPNW for any out-of-pocket costs incurred as a result of the delay.
7. Changes to Services and/or Equipment. All changes to the Services to be rendered or Equipment to be provided as described in the Quote shall comply with Section 12.1.
8. Maintenance.
- 8.1 Maintenance Agreement. If Client elects for VIPPNW to provide maintenance services, those services will be provided in accordance with the terms set forth in Exhibit A.
- 8.2 Limitations on Maintenance. VIPPNW has no obligation to provide maintenance services with more frequency than indicated in Exhibit A. However, at its sole discretion, VIPPNW may choose to do so upon request from Client, for a fee agreed upon by the Parties.
- 8.3 New Parts and Equipment. The Total Cost identified in Exhibit A refers only to the fee that Client will pay VIPPNW for the maintenance services. Client is responsible for the entirety of the cost of any new parts and Equipment that are needed to perform the maintenance.
9. Limitation of Liability.
- ~~9.1 Assumption of Risk. CLIENT IS AWARE AND UNDERSTANDS THAT THE EQUIPMENT IS POTENTIALLY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE IN THE EVENT THAT THE EQUIPMENT FALLS OR MALFUNCTIONS. NOTWITHSTANDING THE RISK, CLIENT ACKNOWLEDGES THAT CLIENT IS VOLUNTARILY USING THE EQUIPMENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE USE OF EQUIPMENT.~~
- ~~9.2 Waiver of Liability. CLIENT HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST VIPPNW, AND ITS DIRECTORS MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, 'RELEASEES'), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO THE TRANSPORTATION, INSTALLATION, MAINTENANCE AND/OR USE OF THE EQUIPMENT, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF VIPPNW OR ANY RELEASEES OR OTHERWISE. CLIENT COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST VIPPNW OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE VIPPNW AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.~~

9.3 Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY LAW

VIPPNW SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BY TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 9.3 APPLY EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

~~10. Indemnification.~~

~~10.1 General. Client (the "Indemnifying Party") shall indemnify, defend, and hold harmless VIPPNW, its officers, directors, employees, and agents (collectively the "Indemnified Party") against all Losses arising out of or resulting from any third party claim, suit, action, or other proceeding (collectively "Action") related to or arising out of the performance of this Agreement.~~

~~10.2 Indemnification Procedure. The Indemnified Party shall notify the Indemnifying Party in writing of any Action and cooperate with the Indemnifying Party at Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of the Action and shall employ counsel, the selection of which must be affirmatively approved by Indemnified Party, to handle and defend the Action, at Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any Action without the Indemnified Party's written consent, which consent may not be unreasonably withheld or delayed. Failure of the Indemnified Party or its affiliates to perform any obligations under this Section 10.2 will not relieve the Indemnifying Party of its obligation under Section 10 except to the extent Indemnifying Party can demonstrate that it has been materially prejudiced as a result of the failure. Indemnified Party and its Affiliates may participate in and observe the proceedings at their own cost and expense with counsel of their own choosing.~~

11. Term.

11.1 General. This Agreement shall become effective on the Effective Date and continue in force until all Equipment has been installed and all Services have been rendered or until otherwise terminated in accordance with Section 11.2.

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Mutual Consent. This Agreement may be terminated at any time upon mutual consent of the Parties, evidenced by a written document signed by an authorized representative of each Party.

11.2.2 VIPPNW Termination for Cause. VIPPNW shall have the right to terminate this Agreement immediately upon the occurrence of any breach of this Agreement, whether material or not, by Client.

11.2.3 Client Termination for Cause. Client may terminate this Agreement if (i) VIPPNW commits a material breach of this Agreement, (ii) Client promptly notifies VIPPNW in writing of such breach, and (iii) VIPPNW does not cure such breach within ten (10) business days of receipt of the writing described in (ii).

12. General Provisions.

- 12.1 Entire Agreement; Waiver. This Agreement and its Exhibits along with the Quote, which are incorporated herein by reference, constitutes the entire agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement, including, without limitation, any term sheets, presentations, other quotes or offers. In the event that any inconsistency exists between the provisions of this Agreement and any Quote or Exhibit, the provisions of this Agreement shall supersede the provisions of any such Quote or Exhibit. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.
- 12.2 Modifications & Change Orders. No modification to this Agreement or the Quote or Exhibits attached hereto, including, without limitation, any and all Change Orders, shall be effective unless signed in writing by the Party against whom it is sought to be enforced.
- 12.3 Governing Law. This Agreement shall be governed by the laws of Idaho State without regard to the conflict of law principles of Idaho State or of any other State or jurisdiction.
- 12.4 Jurisdiction. The Parties irrevocably submit and consent to the jurisdiction of the State and Federal courts in Idaho State with respect to any action arising from or relating to this Agreement. Process may be served on either party in the manner authorized by applicable law or court rule.
- 12.5 Venue. The Parties irrevocably submit and consent to venue, as applicable, in either (1) Spokane County Superior Court, or (2) The United States District Court of the Eastern District of Washington.
- 12.6 Force Majeure. In no event shall VIPPNW be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, manufacturing delays, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications, or computer (software and hardware) services.
- 12.7 Assignment. Each Party may not assign all or any portion of its rights or obligations under this Agreement without the prior written consent of the other Party. Any attempted or purported assignment or delegation without such required consent will be void and deemed a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective permitted successors and assigns. Any permitted assignee shall honor this agreement to its fullest extent.
- 12.8 Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court, not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.
- 12.9 Attorneys' Fees. In the event any legal action (including arbitration) becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

12.10 Survival. The following provisions shall survive the termination of this Agreement, as well as any other provisions which are explicitly stated to survive termination of this Agreement or which by their nature are intended to survive termination: Sections 1, 3, 5, 6, 8, 9, 10, and 12.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

VIPPNW

By: _____
Name & Title: _____
Date: _____

Client
By: _____
Name & Title: _____
Date: _____

Signature

Signature

Date