

Key Code Media, Inc. - California

270 S. Flower Street

Burbank, CA 91502

818-303-3900

www.keycodemedia.com



Tricaster Vizion SDI

Quote # 246071 Version 1

Prepared for:
City of Merced

Prepared by:
Brian Vlerebome

Equipment

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	VIZCA	Vizrt	Viz Connect Audio	1	\$2,195.60	\$2,195.60
2	TCVIZIONT8IO	Vizrt	Vizrt/NewTek TriCaster Vizion Tower with 44 inputs and 8 SDI I/O. This includes 1 year of Standard Support and Viz Flowics Basic for 36 months	1	\$29,515.90	\$29,515.90
3	PTPVIZION1YRUPG	VizRT	ProTek Professional for TC Vizion 1st Year upgrade	1	\$590.40	\$590.40
4	PTSTPVIZION	Vizrt	ProTek Professional for TriCaster Vizion (2nd Year onwards)	4	\$2,952.00	\$11,808.00
5	VIZION1VBWTY	Vizrt	5 year HW warranty for TriCaster Vizion with 8 SDI	1	\$880.00	\$880.00
6	TICTC1	Vizrt	Trade-in Credit for TriCaster TC1 SN: NTIP11191322884	1	(\$3,000.00)	(\$3,000.00)
7	TCOSUP		Tricaster OS upgrade Shipping costs excluded	1	\$2,500.00	\$2,500.00
8	CABSHELFV	StarTech	2U 16in Universal Vented Rack Mount Cantilever Shelf, Fixed Server Rack Cabinet Shelf, 50lbs / 23kg, TAA - 2U 19in vented server rack cabinet shelf/rackmount cantilever tray 16in deep - Universal fit in existing EIA/ECA-310 data/network racks - w	1	\$44.15	\$44.15

Subtotal: \$44,534.05

KCM Purchase Terms & Conditions

Key Code Media Purchase Terms & Conditions

1. Payment Terms: All terms are subject to credit approval, otherwise, 50% deposit due with order and the remaining balance due COD unless the purchase order was pursuant to loan or lease with approved financing institution (financing documents must accompany this signed contract. Invoices are due per terms based on invoice date. Partial payment is due on partial shipments. A service handling charge of 3% for credit card payments will be added to all credit card orders.

2. Service charge and/or Interest: Any payments deferred after the due date as specified herein shall bear interest and/or service charges at the rate of 1.5% per month (calculated daily) or the maximum rate allowed by law. In addition, Key Code Media shall have all remedies afforded by the Uniform Commercial Code as adopted in the State of for any defaults by client. If any invoice remains unpaid, in full or in part, after the due date Key Code Media, Inc has full discretion in obtaining an attorney or outside agency to recovery any and all outstanding amounts. The Purchaser agrees that he/she/it is fully liable or any and all legal and/or collection fees incurred in the collection of any outstanding amounts owing to Key code Media, Inc.

3. Security Interest: Key Code Media, Inc. shall retain title to all goods until Key Code Media Inc. receives payment in full. The Purchaser hereby grants to Seller a security Interest in all goods shipped to the Purchaser and the proceeds thereof until the Purchaser pays for such goods in full. A copy of this Agreement may be filed by Seller at any time as a financing statement in

order to perfect Seller's security interest.

4. Representation of Solvency: The Purchaser hereby represents that he/she/it is solvent and that on each delivery this representation shall be deemed received, unless notice to the contrary is given in writing by the Purchaser to Key Code Media, at or before the delivery of goods.
 5. Return of Goods: A restocking fee of up to 30% will be charged on canceled or changed orders. No merchandise may be returned without prior consent. No return will be allowed for any items that were delivered over more than 30 days or any custom made items, used and B stock items, software products and maintenance contract. Credit on returns will be subject to the condition of the returned product upon inspection. In the event client reconfigures, reschedules or cancels an order containing special order items, client shall be subject to charges associated with the purchase of said items. Costs may include the full cost of these items in addition to any and all costs, expenses and/or penalties imposed on Key Code Media by vendors for return of goods. The Purchaser also covers the shipping on the return. Please refer to our RMA Policy for more information.
 6. Shipping: Delivery dates are approximate and subject to delay due to events beyond the reasonable control of Key Code Media, Inc. Freight charges will cover for both inbound and outbound and is for estimation purposes only. The actual amount will be provided by the shipping Company after purchaser receives shipment. Key Code Media, Inc will update that information to your invoice. Partial payment is due on partial shipments.
 7. ALL TRADE IN CREDIT ORDERS: Any hardware trade-ins or software licenses must be returned within 30 days upon delivery of new upgraded system. If products are not returned within 30 days, client will no longer be entitled to Trade In credit and will be charged the Trade-in credit. Client must be the original owner of the hardware or software or have a valid system transfer approved by the manufacturer.
 8. Taxes: Purchaser shall reimburse Key Code Media, Inc. for all taxes, excises, or other charges that Seller may be required to pay to the government upon the sale, production, or transportation of the Goods sold hereunder. A valid Reseller Certificate or Post Production Exemption certificate must be completed in order to receive the full or partial sales tax exemption.
 9. Warranty: Key Code Media technical services are not covered under manufacturer's warranties express or implied. No express or implied warranty of any kind is made with respect to the goods. In addition, no liability is assumed by our company for damage and/or injury resulting from use of products supplied by this company.
 10. Limitation of Liability: Except to the extent prohibited under applicable law, in no event shall Key Code Media's liability arising out of this Quotation/Purchase exceed the amount shipped by Key Code Media to the Purchaser hereunder. In no event shall Key Code Media be liable for costs of procurement of substitute products or services, lost profits or any consequential, special, incidental, or indirect damages, however caused and on any theory of liability (including negligence or strict liability), arising out of this quotation. The purchaser acknowledges and agrees that the amounts payable hereunder by the Purchaser are based in part upon these limitations, notwithstanding any failure of essential purpose of any limited remedy.
 11. No claim or right arising out of a breach of this contract by client can be discharged, in whole or in part, by a waiver or renunciation of any other claim or right by Key Code Media. This contract supersedes all prior proposals, negotiations and all other terms (including terms implied on customer purchase orders). This contract can be modified or rescinded only by a writing signed by both parties.
 12. Both parties agree that federal and state courts have jurisdiction and venue and this contract shall be governed by the Uniform Commercial Code (as adopted in) and the substantive and procedural laws of California. The prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled by virtue of this contract and applicable law.
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SUBJECT TO STATE AND LOCAL TAXES WHERE APPLICABLE

F.O.B. FACTORY, FREIGHT IS ADDITIONAL

Tariff Adjustment Clause:

"In the event of any increase in tariffs, duties, or other governmental charges imposed on the goods after the date of this agreement, Key Code Media has the right to pass these additional costs on to the Buyer. Such increases will be calculated based on the actual additional costs incurred by Key Code Media and will be added to the final invoice or a subsequent invoice. Key Code Media will notify the Buyer of any such adjustments as soon as reasonably possible. By accepting these Terms and Conditions, the Buyer agrees to pay any additional charges resulting from such increases."

Tricaster Vizion SDI

Prepared by:



Key Code Media, Inc. - California

Brian Vlerebome
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 bvlerebome@keycodemedia.com

Bill To:

City of Merced

Jeff Bennyhoff
 (209) 388-7000
 bennyhoffJ@cityofmerced.org

Ship To:

City of Merced

678 West 18th Street
 Merced, CA 95340
 Jeff Bennyhoff
 (209) 388-7000
 bennyhoffJ@cityofmerced.org

Quote Information:

Quote #: 246071

Version: 1
 Delivery Date: 02/27/2026
 Expiration Date: 03/28/2026
 Terms: ADVANCE

Quote Summary

Description	Amount
Equipment	\$44,534.05
Subtotal:	\$44,534.05
Shipping:	\$235.00
Estimated Tax:	\$3,693.45
Total:	\$48,462.50

This Sales Quote ("SO") includes the Terms and Conditions ("T&C") available at <https://www.keycodemedia.com/purchase-terms-conditions/> and <https://www.keycodemedia.com/master-service-agreement/>, which are applicable to all professional service-related purchases. It constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, along with the incorporated T&C, becomes binding upon the Buyer listed herein ("Buyer") at the earliest of the following events: (i) Buyer's acknowledgment of this agreement; or (ii) the receipt of any goods and/or services ordered under this agreement. Please note that no Buyer acknowledgment form, purchase order, or any other document can modify the terms outlined in the SO or the T&C.

Key Code Media, Inc. - California

City of Merced

Signature: _____

Signature: _____

Name: Brian Vlerebome

Name: Jeff Bennyhoff

Title: Senior Account Manager

Date: _____

Date: 02/27/2026