



**Addendum to Proposal and Purchase Agreement**

Iowa Audio Video and the Story County Jail agree that the following provisions be attached to and incorporated into Proposal & Purchase Agreement # 15375 between the parties dated February 8<sup>th</sup>, 2023.

- Page 7 last paragraph is amended to read, we object to paying attorney fees and costs. Recommend deletion of this sentence: "If for any reason Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range is compelled to obtain payment through legal or other professional services, then all such legal and collection fees, whether suit is filed, shall be paid by Buyer, including, but not limited to, all attorney's fees and costs incurred in the prosecution and/or appeal of any legal or equitable action."
- Page 8 first paragraph, is amended to remove the language "may repossess the Equipment in whole or part without liability for trespass or damages for such removal."
- Page 8 last paragraph, is amended to include the language "client may want to screen whoever is going to be doing the installation."
- Page 9 User/owner manual paragraph is noted as formal request for the manuals. Purchase price will be amended to include additional labor to produce these manuals.
- Page 11 paragraph 3, is amended to read "To the extent permitted by law, the parties shall indemnify, defend, and hold each other harmless from and against liabilities, losses, damages, claims, or causes of action, and any connected expenses that are caused, directly or indirectly, by or as a result of the negligent performance by Contractor or County of this Agreement, nothing herein shall be construed to require either party to indemnify the other from that party's own negligence."
- Page 15 additional costs is amended to remove the clause in its entirety with respect to the language, "where no trouble was found."
- Page 16 paragraph relating to protection of equipment, first sentence is amended to read " : Upon the delivery and acceptance by Buyer at the Installation Address, the Equipment is entrusted to Buyer and Buyer shall be responsible for the protection of Equipment and labor performed by Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range and the Buyer shall provide adequate insurance to protect said equipment from damage, fire, theft, vandalism and other forms of injury to or loss of said Equipment and shall, upon request, present evidence of such insurance to Iowa Audio Video | Wisconsin Audio Video. Until completely paid for, Buyer agrees to be responsible for loss of the Equipment or for its damage by any of the causes described in Section 1 hereof, or any other cause whatsoever, notwithstanding that title to and ownership of said Equipment remains in Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range and will not create or suffer any liens or adverse claims of any kind with respect to the Equipment and will not permit or suffer the Equipment to be removed from the Installation Address
- Page 16, Paragraph relating to Identity of Buyer, is removed from the document.

**COMPANY:**

**SUBSCRIBER:**

IOWA AUDIO VIDEO, INC.

STORY COUNTY JAIL

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_