



WVEBA (Bid # EBA427)
W28DR-D, Cedarville, WV Site
Commercial Proposal

October 4, 2012

Main offer - JA/LS-DC-12-SH

WY092712L

RECEIVED

2012 OCT -3 AM 9:12

WV PURCHASING
DIVISION

MAIN OFFER

PRICING PAGE

Basis for Award: The Contract shall be awarded to the Vendor with the lowest overall cost meeting the specifications.

EBA427 Channel27 Digital Television Antenna System and Associated Hardware for Cedarville, WV

NOTE: Shipping and delivery costs shall be included in price.

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Antenna & Accessories	\$15,800	\$15,800
2	1	Miscellaneous Hardware (nuts, bolts, washers, etc.)	Included with antenna	
3	1	Mounting Adapters	Included with antenna	
4	1	Dehydrator	\$2,455	\$2,455
5	1	Transmission Line & Connectors	\$5,340	\$5,340
TOTAL			\$23,595	\$23,595

OPTION ITEM 1 Electrical System check of
Antenna and Transmission line \$5,760 \$5,760

NOTE: Option Item price will not be factored into bid award.

Cyndi Sanderum 10/02/12
Signature Date

Jampro Antennas, Inc.
Company Name

(916) 383-1177
Phone

(916) 383-1182
Fax

Cyndi@jampro.com
Email



Jampro Antennas, Inc.
 6340 Sky Creek Drive
 Sacramento, CA 95828
 916-383-1177 Fax 916-383-1182

Proposal #
WY 092712L

Quote

Prepared For

Name West Virginia Educational Broadcasting Authority (WVEBA)
 Company Department of Administration, Purchasing Division
 2019 Washington Street East
 Address PO Box 50130
 Charleston, WV 25305-0130

For: **West Virginia Tender (Bid # EBA427) - Ch. 28**
W28DR-D, Cedarville, WV site
MAIN OFFER

Date	10/2/2012
Valid until	11/1/2012
Rep	Wayne Y.
FOB	Destination
Est. Ship Date	60 days

Item	Qty	Part #	Description	Unit Price	Total USD																											
1	1	JA/LS-DC-12/28-SH	<p>JAMPRO JA/LS-DC-12/28-SH Prostar Low Power Sidemounted Horizontally Polarized UHF Slot Antenna, to produce a broad skull (#40) pattern.</p> <p>VSWR: 1.1:1 Input Power: 3 kW Input size: 1-5/8" Estimated RMS gain: 12.0x / 10.79 dBd Channel: 28 Beam tilt: 1.5° Null fill: 10% smooth</p> <p>Price to include JA/LS-DC-12/28-SH, standard mounting brackets to mount to (3-1/2" OD leg) section 3T of tower, mounting hardware, and complete installation instructions.</p>	\$13,500.00	\$ 13,500.00																											
2	1 Set		<p>245' (72M) Andrew 1-5/8" Heliax Transmission Line & Installation Accessories, to include the following:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">245'</td> <td style="width: 10%;">HJ7-50A</td> <td>Andrew 1-5/8" air dielectric transmission line</td> </tr> <tr> <td>1</td> <td>87R</td> <td>Andrew 1-5/8" gas pass connector, factory attached</td> </tr> <tr> <td>1</td> <td>87G</td> <td>Andrew 1-5/8" gas block connector</td> </tr> <tr> <td>6</td> <td>42396A-2</td> <td>Andrew 1-5/8" hanger kit (kit of 10)</td> </tr> <tr> <td>6</td> <td>31769-1</td> <td>Andrew hardware kit (kit of 10)</td> </tr> <tr> <td>6</td> <td>31670-3</td> <td>Andrew round member adapters, 3-4" OD leg (kit of 10)</td> </tr> <tr> <td>3</td> <td>241088-4</td> <td>Andrew 1-5/8" grounding kit</td> </tr> <tr> <td>1</td> <td>24312A</td> <td>Andrew 1-5/8" hoisting grip</td> </tr> <tr> <td>1</td> <td>SCE-158</td> <td>Andrew 1-5/8" wall feed thru</td> </tr> </table>	245'	HJ7-50A	Andrew 1-5/8" air dielectric transmission line	1	87R	Andrew 1-5/8" gas pass connector, factory attached	1	87G	Andrew 1-5/8" gas block connector	6	42396A-2	Andrew 1-5/8" hanger kit (kit of 10)	6	31769-1	Andrew hardware kit (kit of 10)	6	31670-3	Andrew round member adapters, 3-4" OD leg (kit of 10)	3	241088-4	Andrew 1-5/8" grounding kit	1	24312A	Andrew 1-5/8" hoisting grip	1	SCE-158	Andrew 1-5/8" wall feed thru	\$ 5,340.00	\$ 5,340.00
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3	1	MOJAVE1A	<p>Andrew Low-Volume Dehydrator Low-pressure membrane, 19 in rack mountable, 2.0–5.0 psig, with discrete alarm, 115 Vac, 60 Hz</p>	\$ 2,455.00	\$ 2,455.00																											



Jampro Antennas, Inc.
 6340 Sky Creek Drive
 Sacramento, CA 95828
 916-383-1177 Fax 916-383-1182

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Name West Virginia Educational Broadcasting Authority (WVEBA)
 Company Department of Administration, Purchasing Division
 2019 Washington Street East
 Address PO Box 50130
 Charleston, WV 25305-0130
 For: **West Virginia Tender (Bid # EBA427) - Ch. 28**
W28DR-D, Cedarville, WV site
MAIN OFFER

Date 10/2/2012
 Valid until 11/1/2012
 Rep Wayne Y.
 FOB Destination
 Est. Ship Date 60 days

Item	Qty	Part #	Description	Unit Price	Total USD
4	1		Estimated motor freight to Cedarville, WV 26611 with offloading. Freight prices do not include customs, taxes, duties, or any other documents or fees that are required.	\$ 2,300.00	\$ 2,300.00
5	0	FT	<p><u>OPTIONAL</u></p> <p>JAMPRO Field Technician to spend a maximum of 2 days at customer's transmit facility. Technician will inspect equipment installation, conduct VSWR testing, provide a report of test results, and provide factory authorized sign-off of system. Customer is to provide competent riggers to assist on the tower.</p> <p>Price quoted includes costs for travel, lodging, and meals. Additional days, if required or requested by customer, will be charged at a rate of \$1,450.00 per day (Monday thru Friday) \$1,735.00 per weekend day. Day rates apply to all days technician is out of Sacramento.</p> <p>NOTE: Technician schedules and the availability of equipment may require the rental of testing equipment to perform the needed field service. In this event an additional charge for equipment rental may apply.</p> <p>Note: Price is contingent upon technician being able to visit all sites in one trip. If additional days are needed or required an additional fee will apply. * 2 week prior notice is required before scheduling technicians visit.</p>	\$ 5,760.00	
All prices are (USD) and F.O.B. Destination (Cedarville, WV 26611.)					



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MAIN OFFER

Date 10/2/2012
 Valid until 11/1/2012
 Rep Wayne Y.
 FOB Destination
 Est. Ship Date **60 days**

Item	Qty	Part #	Description	Unit Price	Total USD	
Any questions please contact your sales representative: Wayne Young E-mail: wayne.young@jampro.com Office: 1 (705) 812-3188 Fax: 1 (916) 383-1182 Mobile: 1 (416) 540-7394					Sub-total	\$ 23,595.00
					Total	\$ 23,595.00

Accepted by:
 Signature _____ Date _____
 Title _____

Accepted by:
 Signature _____ Date _____
 Title Jampro Antennas, Inc.

Terms of Sale:

- 1) If applicable, freight cost is an estimate only and is subject to change, contact factory to confirm pricing
- 2) Andrew transmission line, accessories, and commodity surcharges prices are subject to change, contact factory to confirm pricing
- 3) **Standard Payment Terms as per Contract.** All prices are in USD. Other terms and conditions/warranty of this order are at www.jampro.com, and upon acceptance of this order by Seller shall be binding upon seller & purchaser. For more information, call 916-383-1177.



Commercial Forms

- Certification Letter
- Vendor Preference Certificate
- Purchasing Affidavit
- Certification and Signature Page
- Addendum Acknowledgement Form



6340 Sky Creek Drive
Sacramento, California 95828 USA

Telephone (916) 383-1177
Fax (916) 383-1182

September 28, 2012

To whom it may concern:

This letter is to certify that Jampro Antennas, Inc. does not employ any West Virginia residents.

Thank you and please feel free to contact us with any questions.

Sincerely,

Cyndi Sanderson
Vice President
Jampro Antennas, Inc.



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Jampco Antennas, Inc
Date: 9/28/12

Signed: Cyndi Sanders
Title: VP

RFQ No. EBA427

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Jamps Antennas, Inc.

Authorized Signature: Cyndi Sunders Date: 9/28/12

State of California

County of Sacramento, to-wit:

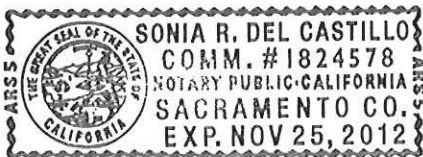
Taken, subscribed, and sworn to before me this 28 day of September, 2012.

My Commission expires NOV. 25, 2012.

Sonia Del Castillo

AFFIX SEAL HERE

NOTARY PUBLIC Sonia Del Castillo



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Tampa Antennas, Inc.
(Company)

Cyndi Sanderson
(Authorized Signature)

Cyndi Sanderson VP
(Representative Name, Title)

9163831177 9163831182
(Phone Number) (Fax Number)

9/28/12
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: EBA427

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

No addendums
noted

Jampo Antennas, Inc.
Company

Cyrdi Smdun
Authorized Signature

9/28/12
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Jampro Antennas, Inc. GENERAL TERMS AND CONDITIONS OF SALE

By signing the attached proposal, the customer accepts the following terms and conditions:

1. PROPOSAL VALIDITY AND ACCEPTANCE

This proposal ("Proposal") will automatically expire if not accepted within Thirty (30) days from its date or any extension of such given in writing by Jampro Antennas, Inc. & Jampro Antennas, Inc. When signed by the Customer and delivered to Jampro Antennas, Inc., the same shall constitute an order by Customer ("Purchase Order"). The Purchase Order shall constitute your offer and will evidence your intent that the sale of the equipment shall be governed by the terms and conditions of this proposal. The Purchase Order will be accepted only in writing by an authorized representative of Jampro Antennas, Inc. at its Main office located at Sacramento, California and shall not be binding until accepted. Once accepted, this Purchase Order shall constitute the sole agreement between the Customer and Jampro Antennas, Inc. for the purchase and sale of the parts, products, equipment and services covered thereby upon the terms and subject to the conditions herein set forth. Modifying, inconsistent or additional terms and conditions of your offer shall become a part of any contract resulting from this proposal only if accepted in writing by Jampro Antennas, Inc.. **THE BANKING, NEGOTIATION, RETENTION, OR OTHER USE OF THE DOWN PAYMENT SHALL NOT CONSTITUTE ACCEPTANCE OF YOUR OFFER.**

2. PRICES

If the Proposal includes parts, products and equipment not manufactured by Jampro Antennas, Inc., Jampro Antennas, Inc., reserves and shall have the right to adjust the price set forth in the Purchase Order for such parts, products and equipment to the list price charged by the manufacturer of such parts, products and equipment in effect on date of shipment to the Customer, plus Jampro Antennas, Inc.'s usual handling charge.

Any prices quoted in the Proposal for equipment or services shall be firm only if the required down payment has been made with Customer's offer, otherwise, such price shall be subject to confirmation or revision at the time Customer submits the required down payment.

Where there is a delay in delivery of non-Jampro Antennas, Inc. manufactured equipment without fault of Jampro Antennas, Inc., or if the provisions of the first paragraph above apply, the price of such equipment may be subject to a price increase.

3. PAYMENT

Unless otherwise agreed by Jampro Antennas, Inc. and the Customer, one-third of the total purchase price is due upon Customer's submission of the Purchase Order, and the balance of the purchase price is due before shipment of the product requested. Overdue payments shall accrue interest at the rate of 10% or 2% above federal prime rate, whichever is greater at the time a contract is entered into.

All down payments shall be made to the offices of Jampro Antennas, Inc. 6340 Sky Creek Drive, Sacramento, CA 95828, unless otherwise directed in writing by Jampro Antennas, Inc..



TERMS & CONDITIONS

Upon Jampro Antennas, Inc.'s request, Customer agrees to provide its latest audited financial statements, including, but not limited to, the balance sheet, profit and loss statement of retained earnings.

4. SECURITY INTEREST

Until payment in full is made for the products ordered, Jampro Antennas, Inc. reserves a secure interest in the products so ordered, regardless of the location of the products. If the Proposal calls for payment of the purchase price other than usual terms of payment herein, the Customer, at the request of Jampro Antennas, Inc shall execute any and all instruments specified by Jampro Antennas, Inc. as may be necessary or desirable to provide Jampro Antennas, Inc. a security interest in the product sold to secure the unpaid portion of the purchase price thereunder, under the Uniform Commercial Code.

5. SALES AND USE TAXES

Unless otherwise indicated on the proposal, the prices specified herein do not include any applicable federal, state, or local sales, use or excise taxes in respect to the sale, use or delivery of the products and/or services covered hereby. In addition to payment of the prices specified herein, the Customer shall pay or reimburse Jampro Antennas, Inc. the amount of such sales, use or excise taxes not included herein which may be payable or assessed against Jampro Antennas, Inc. in respect of the Purchase Order.

6. SHIPPING

Unless otherwise agreed by Jampro Antennas, Inc. and the Customer, all products ordered will be shipped F.O.B. Jampro Antennas, Inc. Antennas, California factory at Sacramento California and the Customer shall pay all shipping and insurance costs and c.o.d. charges (when applicable). Unless specified in the Proposal, Jampro Antennas, Inc. has the right to select the carrier to ship the products covered by the Purchase Order.

7. RISK OF LOSS

The Customer shall have full responsibility for and risk of any loss of or damage to products covered by the Purchase Order after delivery thereof by Jampro Antennas, Inc. to the carrier for shipment. If any products are lost or damaged in shipment it shall be the Customer's responsibility to file and process all necessary claims directly with the carrier.

8. DELIVERY

The Customer understands that the products and/or services described on the Purchase Order are of a custom nature. Jampro Antennas, Inc. will use reasonable efforts to attempt to deliver the product and/or services ordered by the Customer within the time frame proposed, however, because of the difficulties inherent in predicting future delivery dates or periods, Jampro Antennas, Inc. does not promise, guarantee or otherwise obligate itself that the products and/or services will be delivered within such time frame. The custom nature of the products and/or services ordered by the Customer may require research and development and/or adjustment or revisions which may also further delay delivery.

Jampro Antennas, Inc. will do all possible to meet the estimated delivery dates or periods, but shall not be liable for damages nor shall the customer be relieved of obligation because of failure to meet said deliveries. Because of these factors, the customer should not enter into any contracts with third parties in anticipation that the products



WARRANTY

relying, or claiming to have relied on the skill or judgment of Jampro Antennas, Inc. to select or furnish suitable parts, products, or equipment, or (B) in the event Jampro Antennas, Inc. knows, or has reason to know, any specific needs or requirements of the customer or regarding any matters concerning the customers broadcast site or the customers intended use or application of the parts, products, or equipment.

6. CONDITION PRECEDENT TO ENFORCEMENT OF THIS LIMITED WARRANTY

As a condition precedent to enforcement of this Limited Warranty, the original purchaser must within ten days from the date of receipt of the part, product, or equipment, execute and return to Jampro Antennas, Inc. by registered mail the Limited Warranty Registration Card attached to the part, product, or equipment, or included in the Instruction Book.

7. ENFORCEMENT OF LIMITED WARRANTY

Any defective Jampro Antennas, Inc. part, product, or equipment to be repaired or replaced pursuant to Section 1 of this Limited Warranty shall be returned with transportation charges prepaid to Jampro Antennas, Inc. 6340 Sky Creek Drive, Sacramento, California 95828 USA. All return shipments shall be made Cash on Delivery (COD) to the customer.

8. LIMITATION ON DAMAGES (CONSEQUENTIAL DAMAGES EXCLUDED)

Jampro Antennas, Inc. shall not be responsible or liable for, nor does this Limited Warranty extend to any consequential or incidental damages or expenses of any kind or nature, and regardless of the cause thereof or any knowledge which Jampro Antennas, Inc. may have regarding the probability of the occurrence of such damages or expenses, including without limitation, injury to persons or property, loss of use of the product, riggers costs (including without limitation standby fees, move-on and move-off charges, and seasonal or overtime differentials), costs of installation of any tower or related equipment, loss of broadcast revenue, loss of station license or loss of goodwill. In addition, Jampro Antennas, Inc. shall not be liable to the customer for any cost or expenses incurred in removing or reinstalling the antenna, or for engineers, consultants, or other parties hired or engaged by the customer to evaluate, test or analyze the products supplied by Jampro Antennas, Inc. or their performance.

Jampro Antennas, Inc. shall not be liable for incidental exemplary, special, or consequential damages in any action based on tortuous acts or omissions by Jampro Antennas, Inc. in any way related to this agreement.

Jampro Antennas, Inc. and customer acknowledge that such lack of liability, without limiting the generality of the foregoing, includes lack of liability for any loss of actual or anticipated revenue or profits, loss of air time, loss of actual or anticipated value of the business of both parties and damages to the business reputation of either party to this agreement.

9. NO OTHER WARRANTIES MADE



WARRANTY

This Limited Warranty is in lieu of all other express or implied warranties of Jampro Antennas, Inc. and Jampro does not assume, nor does it authorize any person to assume on its behalf, any other obligation or liability, either verbally or in writing.

10. OTHER RIGHTS

This Limited Warranty gives you specific legal rights. You may also have other rights, which may vary from state to state or country to country.

FCC DIRECTIONAL ANTENNA AND PATTERN OPTIMIZATION SERVICE DISCLAIMER

Jampro Antenna, Inc. offers two optional services to its FM antenna customer at additional cost. These services include FCC directional antenna adjustments and pattern optimization.

The FCC directional antenna adjustment service is intended to produce a directional pattern with null or nulls at one or more specific azimuth headings. This service has been informally accepted by the FCC as complying with its rules and policies for FCC-directional adjustment and final measurement.

The pattern optimization service is intended to improve the azimuth pattern of a standard FM antenna. This service is normally used to alter the azimuth circularity of the antenna while moving any residual azimuth nulls to an acceptable heading. This source is not intended to increase radiated power toward any particular heading.

Jampro Antennas, Inc. provides these services by building a mock-up of the Customer's support structure using one radiating element at Jampro Antennas, Inc.'s test range in Sacramento, California. The test range contains ideal conditions in that the facility is a flat range with little or no interference. **It is highly unlikely that the test range will be identical to Customer's broadcast site. Customer's broadcast environment, including such factors as hills, buildings, towers and antennas, are not duplicated at the Sacramento test range and will probably alter the radiation pattern achieved at Customer's actual broadcast site.** All information to provide the mock-up of Customer support structure is to be provided by Customer and/or engineers retained by Customer. Additionally, all information regarding the desired radiation pattern is to be provided by Customer and/or engineers retained by Customer. It is Customer's sole responsibility to determine or to engage a consulting engineer to determine, (a) the radiation pattern which is desired at Customer's broadcast site (which is not tested, confirmed or guaranteed to any extent by Jampro Antenna, Inc.), (B) the radiation pattern which is desired at Jampro Antennas, Inc. Sacramento test range, and (c) the effect of environmental and other factors at Customer's broadcast site on the pattern so desired and selected and any adjustments which may be required at the broadcast site. (d) The pattern selected meets any and or all FCC-construction permit (CP) requirements and or special conditions.

Jampro Antennas, Inc. will deliver an antenna that will provide the specified radiation pattern within accepted industry tolerances measured only at the test range in Sacramento. Jampro Antennas, Inc. will have no responsibility and consequently no liability to Customer for (a) Customer-provided information, (b) any deviations caused by environmental and other factors at Customer's broadcast site, or (c) any



WARRANTY

adjustment, modification or replacement of any antenna which is accepted by Customer except to the extent covered under the applicable limited warranty.

By affixing their signature below, customer warrants that he or she has read and understood this agreement and agrees that Jampro Antennas, Inc. will not be liable to Customer for the failure of the FCC directional antenna and pattern optimization service to achieve the radiation pattern desired at the Customer's broadcast site. Customer further understands that this document is intended to limit Jampro Antennas, Inc.'s obligations and liability to customer and to delineate the mutual obligations and expectations of customer and Jampro Antennas, Inc.

Date: _____

Customer Name: _____

Company _____

Title _____