



Pro Sound Service, Inc.
20 Brookside Road • Braintree, MA 02184

Phone (781) 849-1285 • Fax (781) 843-6584

April 23, 2022

LBK Transportation Co. Inc
PO Box 3948
Peabody,, Ma 01960
Attn:
Mr. Kevin Guinee

RE: Tent Sound System Rev 1.1

Dear Kevin;

Thank you for your interest in Pro Sound Service and the professional grade audio and video products that we specify, sell, install and repair. It was a pleasure meeting with you to discuss your needs for your Outdoor Wedding Venue

Pro Sound Service is a full-service design and installation company with a proven track record of audio/video installations in the New England area for over 31 years. We encourage you to check our past work and references, you will find a long list of satisfied customers. Pro Sound Service is the New England regional warranty center for many of the manufacturer's products that we sell, this enables us to provide unequaled service should your product need to be repaired. Pro Sound stocks over one million dollars in finished goods and repair parts, this extensive inventory allows us to perform repairs and keep your system up and running quicker than any other company in the area.

The following quotation represents our best design based upon your stated desires and your unique requirements. Not all companies are created equal and you are relying on the technical ability and reliability of the company designing and installing your new system. When evaluating proposals, be sure to check the vendor's references and certifications, job quality, service and customer satisfaction as well as their certificates of liability and workers comp insurance. At Pro Sound Service we strive to give you the best products and the best value.

Pro Sound Service holds a Mass State vendor contract #DCR-813

Current Conditions

The space is an outdoor wedding venue set on an orchard. The events take place inside an open air tent on the property with typical wedding fare with a DJ playing music at a moderate volume thru a sound system and acting as emcee. Approximately 800-1000 ft away from the wedding



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tent (as measured on Google maps), separated by fruit trees and 2 large buffers of dense "forest" is a small residential community, a small minority of the residents in this community are complaining about what they perceive as "objectional music levels" at their property line that are coming from the wedding venue. In an attempt to be a good neighbor, Connemara House Farms has hired an acoustic consultant to review the facility, take acoustic level measurements and provide recommendations to reduce sound levels, from the wedding event entertainers. They have also hired Pro Sound Service to design and tune a new sound system that will limit the maximum output level from the sound system to a pre-determined maximum level that should be acceptable to neighbors and local authorities while still providing a reasonable entertainment experience for the wedding party. All entertainers will be required to use the new "house loudspeaker system" rather than their own. It should be noted that the house loudspeaker system will have no user adjustable controls which will allow the maximum output level from the system to ever be exceeded!

Our Recommendations

We propose to provide a pair of medium power capacity PA speakers with an acoustic dispersion pattern of 90 degrees horizontal x 40 degrees vertical. The loudspeakers will be mounted on tripod type stands that are equipped with an adaptor which will tilt the speaker's vertical pattern down 15 degrees in order to help reduce the acoustic energy that emanates from the loudspeakers to the area beyond the tent¹.

The loudspeakers will be powered by a new amplifier controlled an external DSP (Digital Signal Processor) which will be custom programmed and tuned to provide limiting of the acoustic output of the loudspeaker system in up to five different frequency bands.

During the tuning process, acoustic level measurements will be taken at the far edge of the wedding event tent, using a *calibrated* sound level measurement system, as well as at the far end of the orchard at the property line to measure and confirm the audio level decrease caused by combination of the distance and by the fruit trees, forest trees and other boundaries which reduce the sound propagation. Mathematically, using the "inverse square law for audio" a 900 ft distance between the sound source (loudspeakers) and the property line should provide approximately 48 db in acoustic level loss. So if we were to limit the under tent loudspeaker output to let's say 85 db, the resulting sound level, from the venue sound system at the property line would be approximately 36 db. This 36 db level is most likely a lower level than the ambient noise level from the surrounding area. Below is a chart of typical sound level measurements from different sources, you will see that our calculated 36 db level at the property

¹ Additional downward loudspeaker tilt may further reduce audio levels outside the tent. This additional tilt will require a far more elaborate loudspeaker mounting system than what is possible with just a tripod speaker stand and 15 deg tilt adaptor. This is available as an extra cost option if required.



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line falls somewhere between a typical "Quiet Library and a Quiet bedroom at night". It should be noted that the system we are providing will control the sound levels that the **loudspeaker system contributes** to the "ambient sound levels" in the area. It will not totally eliminate the sound. No one should have the expectation that "If I can hear it, it is too loud". The expectation should be "the venue is working to control the sound levels and the level that may be heard does not appreciably exceed the level of other ambient sounds in the area.

Sound sources (noise) Examples with distance	Sound pressure Level L_p dB SPL
Jet aircraft 50 m away	140
Threshold of pain	130
Threshold of discomfort	120
Chainsaw 1 m distance	110
Disc 1 m from speaker	100
Diesel truck 10 m away	90
Keroside of busy road 5 m	80
Vacuum cleaner distance 1 m	70
Conversational speech 1 m	60
Average home	50
Quiet library	40
Quiet bedroom at night	30
Background in TV studio	20
Rustling leaves in the distance	10
Hearing threshold	0

The amplifier and DSP will be mounted in a portable "rack cabinet" on wheels. Also contained in the rack will be an input connector plate to allow the DJ to connect their music playback equipment to the new sound system, a wireless mic system, and connectors to allow the connection of any music player with an 1/8" headphone jack as well as an additional wired microphone. A storage drawer will also be provided in the rack for storage of some of the typically needed interconnect cables. At the rear of the rack cabinet will be output connections to the new loudspeakers as well as a detachable AC power connection. We will provide an extra set of all special cables including speaker and AC power, input and microphone cables for the system. The AC power and loudspeaker cables will be 25 ft in length each. A wired hand held microphone and a microphone stand will also be provided as part of the system.

The wired and wireless microphones as well as the music input capability from the 1/8" music player input will allow you to hold an event such as a corporate luncheon without the need to hire a DJ to provide background music or to make vocal announcements. All those inputs will also be limited to the maximum level as set during system calibration.

The system as described will include delivery, calibration and customer training all on the same day. Any additional visits required to meet with local authorities or to further adjust the system calibration will be charged on a time and materials basis with labor charged portal to portal from Braintree, Ma.



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Delivery

The system as described has been designed using system components that are expected to be available in a 3-4 week time frame. Shop fabrication, testing and initial calibration will take another 1-2 weeks after all the equipment is received from the vendors. This puts the anticipated delivery time for a system ordered in late April at Early to Mid-June. This time frame is a good faith estimate and not a guaranteed delivery date as supply chains are strained and equipment delivery times are always in flux. Pro Sound will make all reasonable efforts to expedite the system delivery where possible!

The investment required to install this complete sound system as noted above is as follows:

Design engineering and documentation, Materials, Installation Labor, final Configuration, and Initial system training.

System Base Price	\$ 18,612.43
Less Prompt Pay Discount ² (if paid in terms, see below)	\$ 886.31
Total Investment ³ (Base Price Less Prompt Pay Disc)	\$ 17,726.13

The above totals include Mass Sales tax if applicable. If you are tax exempt, please provide the appropriate Sales Tax exemption forms as noted below.

Please note due to current supply and economic conditions, all delivery dates are good faith estimates only, supply chains are stressed and manufacturers are routinely missing promised delivery dates. Pro Sound Service can not be held liable for missed delivery dates due to product shortages.

² In order to ensure eligibility for the prompt pay discount, payments should be as follows. 50% payment upon order placement/contract signing. Balance due on the day the system substantial completion with system turn on, tuning, and initial customer training is completed.

³ Total Investment price does not include the cost of obtaining a low voltage electrical permit and to be present for any electrical, fire alarm, building inspections. These costs will be billed separately and will be due and payable with final balance.



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Because of the ongoing price volatility for goods and services, Pro Sound can only guarantee the pricing contained within this proposal for 14 days. We reserve the right to review pricing and update it to reflect current costs at any time.

All labor prices are based upon our standard commercial labor rate, if this project is subject to the Mass. Prevailing wage law it is the customers responsibility to inform Pro Sound Service of that requirement and to provide the current Prevailing wage rate sheets specific to this project, we will then update our quotation to reflect the job specific Prevailing wage rate.

Please remember this design and prices are based upon your desires and requirements as relayed to Pro Sound Service. If the investment required to install this system as designed is beyond your budget, please let us know as we can value engineer the system to find a compromise between your technical needs and your financial needs. Please remember that a decision based solely on price may not be your best VALUE!

Please feel free to contact me at 781-849-1285 with any questions I am here to help and it we are always happy to answer all questions.

Upon acceptance of this proposal we will send a complete contract with our Warranty statement and legal terms and conditions

I look forward to working with you further on this project.

Sincerely,

Charles Tappa
President
Pro Sound Service Inc.

The information contained within this proposal is to be considered propriety work product/ intellectual property and is not to be divulged to anyone other than the intended recipients. This proposal is not to be used as the basis of a competitive bid spec without prior payment to PSS Inc. for design services. Thank you for understanding that significant effort and resources were used in the compilation of this design and proposal.

In order to ensure eligibility for the prompt pay discount, payments should be as follows. 50% payment upon order placement/ contract signing. Balance due on the day the system installation, with all customer training is completed. Customer training to be provided on the final installation day, if extra trips to the job site are required for customer training additional labor fees may apply



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The system as designed will take approximately 1 day to install, test, tune and provide operational instructions. For safety reasons and because we will be working overhead from ladders. We will need exclusive access to the space during all installation times. If we are prevented from working in the Space due to the presence of others in the space extra charges for labor and return trips may apply. This policy is for the safety of all including venue staff, visitors, and our installers.

On the following pages please find our complete warranty statement as well as our proposal and job contract terms. We are a long established, reputable, family owned company. We bring the fine print and necessary legal terms of our contracts out into the open as shown below. We expect you will find our terms reasonable and non-biased. Please feel free to ask for clarification of anything you don't understand either in our system proposal or our contract. We want you, our valued customer to be totally comfortable in all your dealings with Pro Sound Service Inc.

Warranty Statement/ Terms and Conditions

1. Payment terms are as follows: 50% payment of total balance upon contract signing and remaining balance of invoice(s) upon completion as noted above. Failure of balance payment on the day of install will result in cancellation of the install for that day, and customer will need to reschedule the install. A service fee for the cancelled visit will be added to balance. All payments received beyond contract terms are payable at full contract price, therefore if balance check is not presented on completion date, the prompt pay discount is void.

I understand and agree to the payment and prompt pay discount terms.

X _____

2. If this quotation does not include Massachusetts sales tax, please provide a copy of your two-current mass tax exempt certificates, forms ST-2 and ST-5 or Reseller certificates ST-4 and ST-1. You may fax certificates to us at 781-843-6584.
3. Customer agrees to provide full, continuous, uninterrupted, exclusive access to installation site at agreed upon installation date(s) and time(s). Any delays or extra trips to site due to the lack of access or site not prepared properly by customer for our installation will be billed as an extra cost. Installation price quote is based upon installation being performed during normal business hours (M-F, 8am-5pm) installation times outside of these hours will be charged at a higher rate.
4. Customer will provide at their own expense ac electrical outlets in the proper quantity and location for equipment powering.
5. System design may include the use of some customer owned existing used gear. In the event this gear proves unusable, there will be additional costs involved to provide functional repairs or replacement gear.



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6. This quotation does not include the cost of any local permits that may be required. If such permits are required, they will be billed as separate items. Also, any additional parking fees accrued will be added on to final balance at cost.
7. This quote does not include labor charges for Pro Sound Service to be included in inspections including fire alarm, electrical and building inspections. If Pro Sound Service is required to be present for any inspections, testing, it will be billed as additional labor charges. Tests done outside of normal business hours (M-F 8am-5pm) will be billed at an overtime rate.
8. The cost of tie into a local fire alarm for emergency system shut down and onsite test if required by local authorities is not included in this proposal, those costs will be added on a time and materials basis as required
9. As part of the proposed project, Pro Sound agrees to remove from the project site any electronic equipment that was uninstalled as part of the above described project. Said equipment will be recycled or disposed of as deemed applicable by Pro Sound. In the event the customer wishes to retain any uninstalled equipment, those wishes should be noted upon the signing of this contract or the issuance of a Purchase order.
10. In the event that site conditions require a rental lift or scaffolding to access equipment installed in this contract, the cost of the lift / scaffolding rental will be charged to the customer for any subsequent repair or service work in all cases. This includes both in and out of warranty situations.
11. This quotation is the result of a careful system design prepared by Pro Sound Service Inc. and contains proprietary design information which remains the property of Pro Sound Service and is not to be revealed to other parties or to be used as a spec for competing bids without the expressed written permission of Pro Sound Service Inc. In the event the customer should choose to use this quote as a bid spec, the customer shall promptly remit an amount equal to 25% of the total value of this quotation as payment for design and engineering fees.
12. This price quote is good for 14 days in most cases, however due to global supply and economic conditions Pro Sound Service reserves the right to adjust pricing and delivery schedules at any time!
13. We also agree to allow Pro Sound Service to use photos or system information for promotional purposes.
14. **Payment:** Any payment not made when due shall be subject to interest charges of eighteen percent (18%) per annum on any and all outstanding balances owed. Any interest charge shall in no event be higher than the maximum interest rate allowed by law. If Pro Sound is required to engage the services of a collection agency or an attorney, the Customer agrees to reimburse Pro Sound for any reasonable costs, fees and expenses (to include but not be limited to reasonable attorney fees and court costs) incurred by Pro Sound as a result of Customer's breach of this agreement.
15. **Default:** If the Customer does not pay any amount when it is due or comply with all terms and provisions of this agreement, the Customer will be in default and will have breached this agreement. If the Customer defaults, Pro Sound, at Pro Sound's option, may:
 - a. demand that the Customer pay the remaining balance due under the agreement;
 - b. sell any equipment or any part thereof which was sold to Customer or installed at Customer's premises;
 - c. Exercise any collection remedies available to Pro Sound pursuant to any applicable law.
16. **Title:** Title does not pass to the Customer until the services, product and equipment including any subsequent additions or change orders are paid for in full. The Customer acknowledges that Pro Sound



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retains the right to repossess any equipment not paid for in the time required in this agreement without notice or recourse from the Customer.

17. **Warranty:** The installation workmanship and NEW materials and components are subject to the following limited warranty: Pro Sound warrants that for a period of one (1) year from the date of installation, the installation and new materials will be free from material defects. PRO SOUND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
18. Every claim under this limited warranty shall be deemed waived unless in writing and received by Pro Sound within ten (10) days of completion of installation if visibly damaged or defective, and, otherwise, within thirty (30) days after the defect to which each claim relates is discovered, or should have been discovered, but in no event longer than one (1) year after the system installation.
19. The limited warranty shall not extend to or include or be applicable to:
 - a. defects from work completed by the Customer or any other third party;
 - b. failure of Customer or anyone other than Pro Sound to comply with warranty requirements of the manufacturer and/or care instructions of the manufacturer;
 - c. failure of Customer to give notice as required hereunder to Pro Sound of any defects;
 - d. changes, alterations or additions made by the Customer or anyone on Customer's behalf, and changes in the area in which any item is installed;
 - e. dampness or condensation due to failure of the Customer to maintain adequate ventilation and/or climate control;
 - f. loss or damage which the Customer has not taken timely action to minimize;
 - g. any defect in, caused by, or resulting from materials or work supplied by anyone other than Pro Sound;
 - h. normal wear and tear or normal deterioration;
 - i. loss or damage caused by or resulting from accidents, fire, smoke, water escape, falling objects, natural disaster or the like;
 - j. insect damage;
 - k. bodily injury or damage to personal property; and
 - l. Any used components installed in the system.
20. Customer's exclusive remedy and the limit of Pro Sound's liability for breach of the limited warranty set forth herein, or any breach of an expressed warranty, whether based on negligence, breach of warranty, strict liability, or any other theory at law or in equity, or any other cause of action which Customer may have against Pro Sound, shall be, at Pro Sound's sole option to:
 - a. repair or replace any item with a like quantity of non-defective product or material;
 - b. To refund the Customer's money.
21. After Pro Sound has provided the above remedy, a full release of all legal obligations with respect to the defect must be signed and delivered to Pro Sound by Customer. The Customer must provide Pro Sound with reasonable workday access to the Customer's property in order to perform the warranty service required under the limited warranty. Failure to provide Pro Sound with such access may release Pro Sound of its obligations under the limited warranty. This limited warranty is only extended to the Customer and not to any successors in title.



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22. Liability: Pro Sound Service Inc will provide a Certificate of Liability Insurance and Workers Comp Insurance Certificate upon request.
23. Force Majeure. Except with respect to payment obligations under this Agreement, no party shall be liable for, nor shall such party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, pandemic or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event"). Within 24 hours of the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence by sending either an e-mail message, or a fax message, to the other party. In addition, the affected party shall provide to the other party within seven (7) days of determining the cause of the Force Majeure Event a written explanation concerning the circumstances that caused the Force Majeure Event. The time for performance required of the affected party shall be extended by the period of such delay provided the party is exercising diligent efforts to overcome the cause of such delay.
24. Entire Agreement: This agreement sets forth the entire agreement between the parties; any and all prior agreements warranties or representations made by either party are superseded by this agreement. All changes in this agreement shall only be made by a separate document and executed in writing. Customer acknowledges no agent, servant, salesperson of Pro Sound, or any third party or independent contractor has any authority to waive, alter, or enlarge this agreement, or to make any new, substituted or different contracts, agreements, representations or warranties.
25. Notice: Any notice required hereunder shall be sent by recognized express delivery/courier providing receipted delivery to the customer's address provided. If to Pro Sound:

Pro Sound Service Co., Inc.
20 Brookside Road
Braintree, MA 02184

CUSTOMER:

NAME OF
CORP/ENTITY/LLC/D/B/A etc.: Connemara House Farm LLC

ADDRESS: 252 Rowley bridge Rd
Topsfield MA 01987

QUOTE ACCEPTED BY/AUTHORIZED SIGNATURE: _____



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PRINT NAME/TITLE OF AUTHORIZED: Kevin J Guinee

DATE: _____

PRO SOUND SERVICE CO., INC.:

ACCEPTED BY/AUTHORIZED SIGNATURE 

PRINT NAME/TITLE OF AUTHORIZED: Kevin J Guinee

DATE: _____