



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Screen Beam Inc. Demo Unit Loan Agreement Date: 6-18-24

Statement of Purpose: Demo Screen Beam to update AV options in meeting rooms and Council Chambers

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: See Attached Email Date: 6-18-24

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 06-20-24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Travis Reeves

From: David Allen
Sent: Tuesday, June 18, 2024 9:46 AM
To: Travis Reeves
Cc: Melanie Nelson
Subject: Order form
Attachments: - Screenbeam Inc. order form.pdf

The attached looks okay for signature. --David

SCREENBEAM INC. Demo Unit Loan Agreement – End Customer

The SCREENBEAM INC. product(s) listed below will be loaned to the Company for the purpose of the Company's demonstration/evaluation of the SCREENBEAM (the "Product" or "ScreenBeam") at the location/address listed below.

The Company acknowledges that the Product and any software, peripheral, or accessory items are being loaned to the Company on a temporary basis for a period not to exceed **thirty (30) days** from date of receipt and must be returned to SCREENBEAM within **seven (7) days** following the end of the evaluation period (the "Return Date" shown below).

In the event the Company fails to return the Product unit(s) and all other related items as described herein, or the Product unit(s) is/are damaged, lost or stolen while in the Company's possession or control, the Company agrees that the Product unit(s) will be deemed to have been sold to the Company, and the Company agrees to purchase each ScreenBeam unit (s) and all related items itemized below. By signing this Agreement, the Company will receive an e-mail from Shopify providing payment, in the event the ScreenBeam unit(s) and all related items are not received by SCREENBEAM by the "Purchase Date" shown below.

Product Code	Sales Price
SB1100PUSBSW4NFR	USD 1,199.99

Description	Quantity	Total Price
LIMIT 1 PER QUALIFIED CUSTOMER Bundle Kit SBWD1100P+USB Pro Switch NFR Unit Ships in one box	1.00	USD 1,199.99

Purpose of Evaluation			
Description	DULA City of Newport 1100P Switch May 24 2024	SCREENBEAM Representative	Carlyn Fernandez

General Information

SOFTWARE: SCREENBEAM hereby grants Company a non-transferable, non-exclusive license to use any software included with or as a part of the Product solely for the purposes stated in this Agreement. Company may not, without SCREENBEAM's prior written consent, copy, modify, reverse compile, reverse engineer, sell, license, rent or transfer such software or any documentation related thereto to any third party.

DISCLAIMER: The Product is provided "AS IS" and possibly with faults. SCREENBEAM DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, ARISING, WITH RESPECT TO THE PRODUCT DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. COMPANY WILL USE THE PRODUCT AT ITS OWN RISK. SCREENBEAM WILL NOT BE LIABLE TO COMPANY FOR ANY DIRECT OR INDIRECT DAMAGES INCURRED IN USING THE PRODUCT. IN NO EVENT WILL SCREENBEAM BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, NOR FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I hereby acknowledge that I am authorized to execute this Agreement on behalf of the Company and that I have read the above terms and that I understand and agree to comply with them.

Print Name: Spencer R. Nebel Title: City Manager
 Signature: [Signature] Date: 06-20-24

Prepared By	Love Williams	Name	Travis Reeves
Email	[Redacted]	Mailing Address	City of Newport Att: Travis Reeves 169 Southwest Coast Highway 101 Newport, Oregon 97365 United States
		Phone	5415740622
		Email	t.reeves@newportoregon.gov

SCREENBEAM INC. Demo Unit Loan Agreement – End Customer

Account Name

City of Newport