



# **JONES SPORTS**

Prime Time. Accomplished.

**RESPONSE TO REQUEST FOR PROPOSAL**  
**Levi's Stadium - Santa Clara, CA**

**Bid Scope Package**  
**Extended Warranty**

**Presented By**  
**DIKRAN VARTAN**  
**RICH ONGIRSKI**

**June 01, 2026**

# Itemized Quote

**Customer Contact:**

Forty Niners Stadium Management Company LLC  
4900 Marie P DeBartolo Way  
Santa Clara, California 95054  
Attn: Meera D'Costa

**Project Location:**

Levi's Stadium - Santa Clara, CA  
Ext'd Warranty  
4900 Marie P DeBartolo Way,  
Santa Clara, CA 95054

**Date:** June 01, 2026**Est:** 22934**Rev:** R-

**PROPOSED SCOPE OF WORK:** Pricing is based upon the attached Exhibit A-Scope Clarifications & Exceptions and Terms and Conditions provided herein. The included exhibit and this itemized quote shall constitute the entire offer.

Description	Total
<b>EXTENDED MATERIAL AND LABOR</b>	
<b>2-year Warranty (Years 2-3)</b>	\$111,919.48
Two-year Comprehensive Warranty, covering everything, including face material for letters and batwing	
<b>9-year Warranty (Years 2-10)</b>	\$1,215,831.14
Nine- year Comprehensive Warranty, covering everything, including face material for letters and batwing	

**COMMODITY PRICE ADJUSTMENT**

Pricing is based on current market costs. Final price may be adjusted to reflect any difference in the price of materials and labor which go into the fabrication and installation of our products from the time of proposal offer until the time Jones actually purchases the commodities to construct the work and complete the project.

**PAYMENT TERMS:**

Full payment in advance

2.75% processing fee for credit card payments

**CONTACT:**

Dikran Vartan

dvartan@jonessign.com

(818) 967-4814

Rich Ongirski

rongirski@jonessign.com

(215) 788-5117

# Agreement

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**PROJECT:** Levi's Stadium - Santa Clara, CA\_Naming Rights

**Quote Dated:** June 01, 2026

**Est:** 22934 R-

## ACCEPTANCE OF OFFER

Acceptance of this Offer to be signed by an officer of Customer and is expressly limited to the terms and conditions contained herein, any exhibits, and any agreed-upon Terms and Conditions (collectively, along with any amendments, the "Contract"), and as such shall constitute the entire agreement between the parties as to the Project. No different or additional terms shall apply unless agreed to in writing by both parties. Prices are subject to revision if not accepted within 30 days or the site is not ready for us to install within 100 days of this offer. When this offer is signed, the prices assume the project immediately moves forward or adheres to the schedule that is part of our offer. If the project is delayed for any reason, this may cause the price to be revised.

CUSTOMER:

Forty Niners Stadium Management Company LLC

JONES SIGN CO., INC.

1711 Scheuring Road, De Pere, WI 54115

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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



# Terms & Conditions

These Terms and Conditions are incorporated by reference into the Offer, which along with Exhibit A and any additional exhibits, constitute the Contract. Capitalized terms not otherwise defined below shall have the same meaning as set forth in other Contract documents. Jones shall not be bound by any other terms and conditions unless agreed to in writing by Jones.

- a. **Cancellation.** The Offer is made for a specially constructed display and when accepted by Jones is not subject to cancellation except as set forth herein. Orders entered cannot be cancelled after the Work has begun except upon terms that will compensate Jones for its expenses and losses. In the event of Customer's cancellation, except as otherwise agreed in writing by the parties, Customer agrees to pay Jones its actual expenses for the design, project management, fabrications, and installation of the Work, plus a lost profit addition equal to 15% of Jones's total expenses through the date of cancellation
- b. **Design.** Jones shall not be responsible for errors in plans, designs, specifications, or drawings furnished or approved by Customer, or for defects caused thereby.
- c. **Location Access Granted.** Permission to mobilize on and across areas owned or controlled by Customer that are necessary to complete the Work is hereby granted, and Jones is released from liability for any damage resulting from standard mobilizing of persons, product, or equipment; provided however, Customer is not releasing Jones from its gross negligence or intentional misconduct. Any lawn restoration or surface repair necessary as a result of Work installation is the Customer's responsibility.
- d. **Photos and Illustrations.** Customer gives Jones a limited, non-exclusive, non-assignable right to use photos and illustrations of the Work in its advertising and website, and to make reference to Customer so long as no pricing or other confidential Customer information is disclosed.
- e. **Warranty.** Jones warrants that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the contract documents, industry standards for project of similar type and quality, and all applicable laws, codes, regulations and safety requirements. The Work (products and services) is warranted, including lighting, against defective workmanship and materials for one (1) year from (i) date of shipment (with Customer installation), or (ii) date of installation (with Jones installation); provided however, service only jobs are warranted for ninety (90) days. Jones makes no other warranty except as specifically set forth herein, either express or implied in law, and Jones expressly disclaims such warranties. LED Displays may be subject to alternative terms provided by the manufacturer. Customer shall notify Jones in writing promptly upon the discovery of any condition or fact that may form the basis for a warranty claim. Customer failure to provide prompt written notice shall void this warranty. No allowance or reimbursement will be made for Customer's benefit for any expense incurred in repairing defective material or supplying any missing parts except with the prior consent of Jones. Any part found by Jones to be defective due to faulty workmanship or materials will be repaired or replaced by Jones if notified within the warranty period. Jones reserves the right to repair or replace in whole or in part. If a replacement part is shipped prior to receipt of a returned part, a charge for the replacement part will be made pending return and examination of the part claimed defective. The Warranty described herein does not include damage of any kind resulting from or relating to: (a) Structural design or substrate/blocking material defects or failures; (b) Repairs or attempted repair and/or modification made by other than authorized personnel of Contractor; (c) Vandalism, physical abuse, accidents, unreasonable use or neglect; (d) Fire, flood, earthquake, storms, catastrophic or other Acts of God; (e) Drilling, punching, riveting, or otherwise penetrating or modifying in any way any of the provided materials products or work; (f) Physical damage to the integrity of the provided materials products or work including but not limited to, slides, gouges, tears, impacts, or scrapes of objects along the surface of the provided materials or products; (g) Exposure to corrosive materials; (h) Changes in color due to weathering of surface spills or collection of liquids, dust powders, etc.; (i) Exposure of the provided materials or products to extreme heat; (j) Lack of proper drainage or standing water on the provided materials or products; (k) Condensation of water on or other chemical seepage under, through or around substrate; or (l) Exposure to unintended uses or substances. This warranty shall be void if Contract payment terms are not fulfilled.
- f. **Limited Liability.** Customer agrees that if Jones should be found liable for any loss or damage due to Jones's failure to perform any obligations, breach of warranty, negligence, products liability, strict liability, or other fault, Jones's liability shall be limited to the amount paid by Customer to Jones for the Work in question. Jones's liability shall be exclusive. The provisions of this section shall apply irrespective of Jones's non-performance of any obligations or negligence. IN NO EVENT SHALL JONES, ITS PARENT, ITS SUBSIDIARIES, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, CONSULTANTS, SUPPLIERS, OR AFFILIATES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS, IMPAIRED GOODWILL, INTANGIBLE LOSSES, OR DAMAGES CAUSED BY DELAY OR BUSINESS INTERRUPTION, WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTION, REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- g. **Taxes.** All applicable taxes payable under the laws of the state into which the Work is to be delivered or installed shall be added to the price quoted, unless such tax is paid directly by Customer. Payment of use taxes directly to the appropriate state is the responsibility of Customer unless collected by Jones.
- h. **Service Charges.** Payment to Jones is due on receipt of Jones's invoice(s) on such terms as set forth in the Offer. Jones may charge Customer a late payment charge of 18% per year (or the maximum allowable rate, if lower) for any invoice not paid within 30 days of receipt. Customer shall also pay Jones's costs of collection of accounts overdue, including Jones's reasonable attorney's fees, costs, disbursements, and expenses, regardless of whether litigation has commenced.
- i. **Delays.** If Jones is delayed at any time in the commencement or progress of the Work by an act or neglect of Customer or its agents, including designers, architects, contractors and subcontractors, or by changes ordered in the Work through no fault of Jones, or by any act, event, or condition that has a material adverse effect on the ability of Jones to perform its obligations hereunder if such act, event, or condition is beyond the reasonable control of Jones and is not the result of Jones's willful or negligent action or inaction, including but not limited to (i) acts of God, war, public disorders, insurrection, rebellion, floods, hurricanes, earthquakes, lightning, or other natural calamities; (ii) acts or inaction of governmental or regulatory agencies or judicial bodies or changes in laws; (iii) explosions or fires; (iv) strikes or labor disturbances; (v) delays in obtaining goods or services from any subcontractor, materialman, or supplier by reason of any occurrence of any of the foregoing causes; or (vi) any unforeseeable act or omission of any third party, then the completion date shall be extended by mutual agreement between Customer and Jones with any additional Project costs borne by Customer.

- j. Schedule. Customer shall be responsible for costs Jones incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to Customer's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Customer's failure, without justification, to accept delivery or final installation of the Work; or to any other delays for which Customer is responsible.
- k. Changes in the Work. The Work is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation at the request of the Customer from specifications involving extra costs will become an extra charge over and above the Quoted price. The Quoted price is only good for Work according to the original specifications. If through Customer's error, or change of mind, Work has to be designed, engineered, or fabricated a second time or more, such extra Work will carry an additional charge, at current rates.
- l. Acceleration. In any case when Customer instructs Jones's proposed Work to be completed ahead of the schedule or delivery date set out in the Offer, Customer agrees to underwrite all costs associated with such acceleration, including overtime, express transportation of materials, additional permit fees, and overhead.
- m. Risk of Loss. Customer to carry insurance as it deems appropriate. Risk of loss or damage to the Work becomes the Customer's immediately upon installation or delivery. Work on the Customer's property but not yet installed is at the risk of Customer.
- n. Substantial Completion. The Project shall be considered substantially complete when the Work is installed and useful for the intended purpose of attracting the notice of the public. Customer acknowledges that it is normal for there to be a punch list or minor items requiring follow-up visits by Jones, as well as portions of the Work which cannot be completed due to site conditions or readiness of the construction by other trades. Nonetheless, invoice(s) will be delivered by Jones and payment is due at substantial completion where final completion is delayed through no fault of Jones. Payment is not subject to inspection or acceptance by third parties (such as franchisors or municipal inspectors) unless specifically called for in the Contract.
- o. Cleanup. Jones shall keep the Project Location and surrounding area free from accumulation of waste materials and other debris created by its operations. At completion of the Work, Jones shall remove waste materials and other debris created by the activities, tools, construction equipment, machinery and surplus materials from and about the Project and installation of the Work.
- p. Price Adjustments. Jones reserves the right and Customer agrees to extend the right to Jones to adjust the final price on the Project to reflect any difference in the price of materials and labor which go into the fabrication and installation of our products from the time this Contract is entered into until the time Jones actually purchases the commodities to construct the Work and complete the Project. Jones also reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of this proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. Jones will provide advance notice of any such adjustments along with documentation supporting the changes.
- q. Title. Title to the Work and all related materials and property shall remain in Jones's name and shall not be deemed to constitute a part of the realty to which it may be attached until the Project price is paid in full by Customer. Customer hereby grants Jones an express security interest in said Work and material and property both erected and unperfected, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Customer, including but not limited to, non-payment of any amounts due and payable, Jones may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, the Work and all materials used or intended for use in the construction of said Work and any and all property called for in this Contract without being deemed guilty of trespass.
- r. Governing Law. The parties agree that this Contract shall be construed according to the laws of the State of Wisconsin, and shall be deemed to have been performed in the State of Wisconsin, regardless of the location of the Customer or the Project.
- s. Saving. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Contract.
- t. Lien Notice. As required by Wisconsin construction lien law, Jones hereby notifies Customer that persons or companies furnishing labor or materials for improvements to Customer's real estate may have lien rights on such real estate if not paid. Those entitled to lien rights, in addition to Jones, are those who contract directly with the Customer or those who give the Customer notice within 60 days after first furnishing labor or materials for the Project. Accordingly, Customer may receive notices from those who furnish labor and materials for the Project. Jones agrees that it shall promptly pay its employees, subcontractors, agents, and material suppliers, as to any debts for material or skill provided in furtherance of the Project under this Contract.
- u. Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Contract, the parties shall continue to perform their respective obligations under this Contract that are not affected by the dispute. To invoke this dispute resolution process, the invoking party shall give to the other party written notice, including a description of the issues subject to the dispute and a proposed resolution thereof. Officer-level representatives of the parties shall attempt to resolve the dispute within fifteen (15) calendar days of the original written notice. In the event that the procedure set forth above does not resolve the dispute, the parties shall submit the dispute to non-binding mediation in De Pere, Wisconsin, not to exceed one full day of mediation, unless otherwise agreed by the parties. The parties shall mutually agree upon a mediator that has the requisite experience to mediate commercial disputes involving the Work. The cost of the mediation shall be shared equally between the parties. If mediation does not resolve the dispute, the dispute shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS). The arbitrator shall be selected within twenty (20) business days from commencement of the arbitration from the JAMS's National Roster of Arbitrators pursuant to agreement. Within forty-five (45) days of initiation of the arbitration, the parties shall reach agreement upon and thereafter follow procedures, including limits on discovery, assuring that the arbitration will be concluded and the award rendered no more than six (6) months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designated by the JAMS and adhered to by the parties. The arbitration shall be held in De Pere, Wisconsin and the arbitrator shall apply the substantive laws of the State of Wisconsin, except that the interpretation and enforcement of this provision shall be governed by the Federal Arbitration Act.
- v. Complete Agreement. These Terms and Conditions, along with the Quote, Exhibit A, and any amendments or exhibits signed by the parties, constitute the entire Contract and Offer, and there is no other agreement or understanding except as set forth in writing and signed by both parties.
- w. Binding. All terms and conditions of this Contract and Offer shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of both parties.

# JONES SPORTS

Prime Time. Accomplished.

**We are ready! Are you?**

## Contact Us

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### **DIKRAN VARTAN**

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