



# QUOTE

City of Killeen  
PO Box 1329  
KILLEEN TX 76540  
USA

**Date**  
Jan 16, 2019

**Expiry**  
Apr 16, 2019

**Quote Number**  
QU-0246

National Fitness  
Campaign LLC  
For all questions  
regarding this quote,  
contact: [info@nfchq.com](mailto:info@nfchq.com)

Description	Quantity	Unit Price	Tax	Amount USD
Fitness Court and National Campaign Resources - \$30,000 National Sponsor Grant Award	1.00	90,000.00	Tax Exempt	90,000.00
Packing and Freight for shipment of Fitness Court	1.00	3,500.00	Tax Exempt	3,500.00
			Subtotal	93,500.00
			<b>TOTAL USD</b>	<b>93,500.00</b>

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 50% of the Purchase Price at least 30 days prior to the Shipping Date. Purchaser will pay the remaining 50% of the Purchase Price within 30 days of the Delivery Date. These payment terms will apply unless other approved payment terms have been agreed to by both parties.

### 2. SHIPPING AND DELIVERY

Shipping costs are estimates based on final delivery location. FOB Munford, AL. Purchaser is responsible for shipping costs, including packing, insurance and freight.

### 3. TAX EXEMPTION

This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.



National Fitness Campaign LLC | PO Box 2367, San Francisco CA 94126 | [info@nfchq.com](mailto:info@nfchq.com)

November 28th, 2018

To Whom it May Concern,

National Fitness Campaign LLC is a sole source supplier of the following products and services:

*The Fitness Court® (outdoor bodyweight circuit training system)*

*National Campaign Resources (digital ecosystem, mobile app, social media support, programming guides and assistance)*

The Fitness Court® is trademarked and owned by National Fitness Campaign LLC.

The Fitness Court® is a comprehensive outdoor circuit training system that supports 28 simultaneous users on 30 separate pieces of equipment. The Fitness Court® provides 7-minute training modules for adults of every age and fitness level. The system is integrated with a sports floor to simulate the indoor gym experience. A 32' x 6' x 2' steel bodyweight training wall provides users with thousands of exercise combinations.

The Fitness Court® is supported by "National Campaign Resources". This is a digital ecosystem that includes a mobile app, the Campaign's social media support team, promotional materials and programming to assist public agencies in building support for fit living in community spaces.

Finally, the program includes a \$30,000 grant which is deducted from the funds required for the Fitness Court® and National Campaign Resources from sponsors of the National Fitness Campaign.

No other vendor, distributor or organization sells these materials. They must be acquired from National Fitness Campaign LLC. If you have further questions regarding this sole source letter, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*  
National Fitness Campaign LLC

# National Fitness Campaign Warranty



## FITNESS COURT WARRANTY

National Fitness Campaign LLC ("Company"), warrants the Fitness Court ("Equipment") to be free from significant defects in material and manufacturing and to conform to published specifications for the periods described below.

### 25 Year Limited Warranty

Wall Structural Frames

### 3 Year Limited Warranty

Squat Boxes

Lunge Steps

Bend Boxes

### 5 Year Limited Warranty

Outer Wall Panels

Brackets

Pull Up Bars

Foot Strips

Push Ladders

Row Stands

### 1 Year Limited Warranty

Wall Graphics

Cables and Rings

Bend Cushion

Plyo Box Top Surface

Rowing Handles and Chain

All Other Components provided by NFC

## WARRANTY COVERAGE

This Warranty applies to the Equipment for the time periods described for each component type and with the limitations described in this Warranty. The Warranty periods apply from the date of shipment of the Equipment to the Purchaser. The Company's liability under this Warranty is limited to the replacement of defective Equipment. The Purchaser's sole and exclusive remedy against the Company shall be for the replacement, at the Company's discretion, of any defective Equipment as provided herein.

## WARRANTY LIMITATIONS

This Warranty does not cover any loss or damage caused by (a) improper installation of the Equipment, (b) use of the Equipment for purposes other than which it is intended, (c) disasters such as fire, flood, wind, lightning or other "Acts of God", (d) unauthorized alterations, modifications or abuse to the Equipment, (e) normal deterioration due to weather, UV exposure, wear and tear or other causes that do not affect functional use, including without limitation discoloration, fading, scratches, dents, vandalism, marring and normal levels of rusting, (f) neglect, negligence, or abnormal physical stress, (g) failure by Purchaser to install or maintain the Equipment in accordance with the Installation and Maintenance Guide, or (h) improper or incomplete installation of the Wall Graphics in accordance with the Alignment Guide.

## PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE EQUIPMENT

During the applicable Warranty period, a Purchaser may make a claim, by sending written notice to the Company that includes a description of the defect along with photographs. Notice must be sent to [info@nfchq.com](mailto:info@nfchq.com).

The Company may request shipment of the defective parts for examination.

If the Company determines the defect to be valid and covered by this Warranty, the Company will replace the defective Equipment at no cost to the Purchaser, within 60 days of receiving the claim and defective parts, if requested. The Purchaser will be responsible for costs related to the removal and transport of defective components and the installation of replacements. Replacement parts are warranted for the remaining Warranty period of the original components.



## **SAFETY STANDARDS**

This Equipment is not intended for use by individuals younger than 14 years of age.

ASTM has recently adopted ASTM F3101 - 15 Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment.

While playgrounds are subject to laws in various states requiring compliance with ASTM and/or Consumer Product Safety Commission (CPSC) guidelines, at present there are no state laws requiring compliance with standards set forth by ASTM for outdoor fitness equipment (nor with CPSC guidelines, as none currently exist.) Play equipment can be certified to be in compliance with ASTM by the International Playground Equipment Manufacturers Association (IPE-MA), and many agencies have a requirement that they only purchase equipment that is IPEMA certified. However, at this time, this is not possible with outdoor fitness equipment, as IPEMA does not currently certify compliance of outdoor fitness equipment. In addition, at this time, there are no programs in place to train certified inspectors for outdoor fitness equipment.

Without a state law that requires compliance, specifications are voluntary only. However, National Fitness Campaign strives to comply with all of the voluntary specifications of ASTM F3101 - 15.

## **SALTWATER**

Sustained exposure to saltwater can cause corrosion, color fading and wear. For Equipment installed within 250 yards of a saltwater body, defects caused by corrosion are covered for half of the standard Warranty periods. For Equipment in direct contact with saltwater or exposed to salt spray, defects caused by corrosion are not covered.

## **DISCLAIMER**

**\*IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, ANY LABOR AND/OR OTHER INSTALLATION EXPENSES INCURRED IN CONNECTION WITH THE REPLACEMENT OF THE DEFECTIVE EQUIPMENT WARRANTED HEREIN, OR ANY OTHER INDIRECT DAMAGES WITH THE RESPECT TO LOSS OF REVENUE OR PROFITS.**

\*Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**


## Certification of No Boycott of Israel Form

If Contractor/Vendor is a "company", as that term is defined in Section 808.001 of the Texas Government Code, Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement.

### Form requirements:

- This certification is required by Texas Government Code § 2270.002.
- This form is required to be attached to all Purchase Orders (goods) and Contracts (services), regardless of whether Contract requires the creation of a Purchase Order.
- The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Furthermore, Texas Government Code §808.001 states that the term "company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit".

Vendor/Contractor Name or Company Name	National Fitness Campaign, LLC
Street Address	415 Jackson Street, Suite B
City	San Francisco
State	CA
Zip Code	94111
Phone Number	415-702-4919
Printed Name of Authorized Representative	Cree Larson
Title of Authorized Representative	Director of Partnership Activation
Signature of Authorized Representative	
Date	02/15/2019

### ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW

I am not required to provide the certification listed above because (select one):

- ☐ I am not a "company" as defined above, pursuant to Texas Government Code §808.001.
- ☐ This is not an agreement for goods or services to be provided to the University.

Name

Signature

Date