

AGENDA

TAHLEQUAH CITY COUNCIL - SPECIAL MEETING

A Special meeting was called by the Mayor and Council to be held at the following location and purposes.

Date/Time of

City Council Meeting:

Friday, March 10, 2023 at 8:00 a.m.

Place of Meeting:

The meeting will be held at 111 Cherokee Ave. Tahlequah, OK 74464 (voting members of the public body will be present in person) and by Videoconference and/or Teleconference.

A Public Notice of meeting was provided **March 8, 2023 at 8:00 a.m.** at 111 S. Cherokee Ave. Tahlequah, OK.

ZOOM ID: 837 1897 8530 PASSWORD: 4560651

1. Meeting call to order.
2. Roll call.
3. Discussion and possible action to approve, approve with modification, or deny **Ordinance No. 1349-2023**, An Ordinance of The City of Tahlequah, Oklahoma, Amending Part 11, **Parks, Recreation and Cultural Affairs**; By adding Chapter 2, Special Events; by adding Section 11-201, Definition; by adding Section 11-202; Permit Required; by adding Section 11-203; Form of Application; by adding Section 11-204, Criteria for Permit; by adding Section 11-205, Bond Required; by adding Section 11-206, Decision; by adding Section 11-207, Alternatives; by adding Section 11-208, Appeals; by amending Part 14, Streets and Public Works; Chapter 2, Use and Obstruction of Streets and Sidewalks; Section 14-206, Unlawful to Obstruct Sidewalks, Streets with Merchandise; Section 14-207, Unlawful to Obstruct Unduly Sidewalks and Streets; Section 14-209, Unlawful to Congregate on Streets, Sidewalks; Providing for Codification, Severability, Repealer, and **Declaring an Emergency**. Planning & Development Director Taylor Tannehill/City Attorney John Tyler Hammons
4. Discussion and possible action to approve, approve with modification, or deny **bid for mowing services contract** to lowest possible bidder, **LawnStars Landscaping LLC**. Parks & Recreation Superintendent Brian Speake
5. Discussion and possible action to approve, approve with modifications, or deny a **waiver** of the competitive bidding requirement of the **City Purchasing Policy** and, in accordance with **City Code 7-105**, accept the quote for equipment for the **Tahlequah Fitness Park** at Anthis-Brennan by **ACS Playground Adventures**. Parks & Recreation Superintendent Brian Speake
6. Adjourn.

ORDINANCE NO. 1349-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING PART 11, PARKS, RECREATION AND CULTURAL AFFAIRS; BY ADDING CHAPTER 2, SPECIAL EVENTS; BY ADDING SECTION 11-201, DEFINITION; BY ADDING SECTION 11-202, PERMIT REQUIRED; BY ADDING SECTION 11-203, FORM OF APPLICATION; BY ADDING SECTION 11-204, CRITERIA FOR PERMIT; BY ADDING SECTION 11-205, BOND REQUIRED; BY ADDING SECTION 11-206, DECISION; BY ADDING SECTION 11-207, ALTERNATIVES; BY ADDING SECTION 11-208, APPEALS; BY AMENDING PART 14, STREETS AND PUBLIC WORKS; CHAPTER 2, USE AND OBSTRUCTION OF STREETS AND SIDEWALKS; SECTION 14-206, UNLAWFUL TO OBSTRUCT SIDEWALKS, STREETS WITH MERCHANDISE; SECTION 14-207, UNLAWFUL TO OBSTRUCT UNDULY SIDEWALKS AND STREETS; SECTION 14-209, UNLAWFUL TO CONGREGATE ON STREETS, SIDEWALKS; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

NOW THEREFORE, BE IT ORDAINED BY the City Council of the City of Tahlequah, Oklahoma:

SECTION 1. NEW LAW. Chapter 2 of Part 11 of the Tahlequah City Code is hereby added and shall read as follows:

Section 11-201 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Special event means 200 or more persons (including spectators) or 50 or more vehicles in any parade, march, ceremony, show, demonstration, exhibition, entertainment, pageant or procession of any kind, or any similar display, in or upon any street, park, or other public place in the city.

Section 11-202 Permit Required

- A. No person shall use any street, alley, public way, park or other property owned or controlled by the city, except those places specifically designed and intended for such use, for the purpose of holding, conducting, causing or participating in any parade, street fair, street dance, carnival, motion picture show, theatrical entertainment, assemblage or activity of any nature which may cause the disturbance or interference of the normal and ordinary use of the property by other persons, without first having obtained a permit for such purpose.
- B. The permit may be granted by the parks director with the consent of the special events committee upon payment of the fee provided therefor in the fee schedule. The special events committee shall be composed the (1) the fire chief, (2) the police chief, (3) the emergency management director, (4) the street commissioner, (5) the city planner, (6) the city compliance coordinator; and (7) the city administrator. The committee may solicit the opinions of any interested third party when considering any special events permit.

C.

Section 11-203 Form for Application

Not less than thirty (30) city business days prior to the requested closing or use of a street or public property for a special event, an application shall be submitted by the applicant to the parks director, who shall forward the application to the committee. The time requirements may be waived by the parks director if sufficient time exists for the proper review of the application as herein provided. The application shall be submitted upon a form prescribed by the city. The application shall provide the following information:

1. The name and address of the applicant;
2. The name and address of the person, corporation, or association sponsoring the activity;
3. The day and hours for which the permit is desired;
4. The street, park area or other public place for which the permit is desired;
5. The nature and purpose of the activity for which the permit is desired;
6. Variances required from the park rules, if applicable, and city regulations or ordinances;
7. Any other information reasonably necessary to a determination as to whether a permit should be issued hereunder; and
8. That all local, state and federal laws and regulations will be complied with.

Section 11-204 Criteria for Permit

The committee shall approve a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:

1. The conduct of the special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route, if applicable;
2. The conduct of the special event shall ensure free unregulated access to permanent businesses and operations of such businesses on private property within or adjacent to the event site shall not inhibited.
3. The conduct of the special event will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city, if applicable;
4. The conduct of such special event will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed special event and areas contiguous thereto;
5. The concentration of persons, animals and vehicles, if applicable, at assembly points of the special event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;
6. The conduct of such special event will not interfere with the movement of firefighting equipment en route to a fire;
7. The conduct of the special event is not reasonably likely to cause injury to persons or property;
8. The special event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route, if applicable;
9. The proposed activity or use will not unreasonably interfere with or detract from the general public's enjoyment of the street, park or other public place;

10. The proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
11. The proposed activity or use will not include violence, crime or disorderly conduct;
12. The street, park area or other public place desired has not been reserved for other use on the requested date and hour;
13. The sponsor will abide by the rules and regulations promulgated by the city; and
14. The sponsor will comply with all health department rules and regulations.

Section 11-205 Bond Required

The committee in such cases as shall be determined in their discretion, may require as a condition to the issuance of a permit herein such insurance or bond holding the city harmless from any and all liability for injury or damage of any kind whatsoever occurring during such activity covered by the permit.

Section 11-206 Decision

Within ten (10) days after the receipt of any application the committee shall notify the applicant in writing of their decision to grant or deny a permit, and the reason for doing so, based upon the criteria found in Section 11-204.

Section 11-207 Alternatives

The committee, in denying an application for a special event permit, may authorize the conduct of the special event on a date, at a time, at a place or over a route, if applicable, different from that named by the applicant. An applicant desiring to accept an alternate permit shall so indicate within five (5) days after notice of the action of the committee. An alternate special event permit shall conform to the requirements of, and shall have the effect of, a special event permit under this chapter.

Section 11-208 Appeals

Any aggrieved person shall have the right to appeal the decision of the committee to the city council within ten (10) working days of the refusal of a request for a special event permit. The decision of the city council shall be final.

SECTION 2. AMENDMENT. Chapter 2 of Part 14 of the Tahlequah City Code is hereby amended to read as follows:

Section 14-206 Unlawful to Obstruct Sidewalks, Streets with Merchandise

It is unlawful for any person, firm or corporation to place upon or permit to be placed upon the sidewalks, parkways, streets and alleys of the City any goods, wares, articles of merchandise or any other obstruction, and leave same thereon, or to use the same as a place to carry on a business or trade except when done pursuant to a validly issued special event permit.

Section 14-207 Unlawful to Obstruct Unduly Sidewalks and Streets

It is unlawful for any person, firm or corporation to use or obstruct the sidewalks of the City in any manner so as to interfere unduly with pedestrian traffic thereon, or to use or obstruct the streets and alleys of the City in any manner so as to interfere unduly with lawful traffic and parking thereon except when done pursuant to a validly issued special event permit.

Section 14-209 Unlawful to Congregate on Streets, Sidewalks

It is unlawful for any person or persons to obstruct the free use of any street, alley, sidewalk or other public way or walk by congregating or assembling thereon except when done pursuant to a validly issued special event permit.

SECTION 3. CODIFICATION. The City Clerk is hereby directed to enter the added section into the appropriate place in the Tahlequah City Code of Tahlequah, Oklahoma, as authorized and approved by this Ordinance.

SECTION 4. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

SECTION 5. REPEALER. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 6. EMERGENCY. An immediate necessity existing for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist by reason of which this Ordinance shall be in full force and effect from and after passage, approval and publication or posting.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THIS 10TH DAY OF MARCH, 2023.

Sue Catron, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 10th day of March, 2023.

John Tyler Hammons, City Attorney

BID OPENING

Bid #2023-01 Parks Mowing

Meeting Date: Feb 21, 2023
Start Time: 9:05 am

Facilitator: Elliot Reif, Purchasing Agent
Brian Speake, Parks & Rec

Place/Room: Council Chambers

Company Name	Received	Required Documents	Base Bid
Springwater	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-Kickback Affidavit	2595.00
Lawnstars	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-Kickback Affidavit	1890.00
Pierce Property Maint	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-Kickback Affidavit	4465.00
Kirk Lawn Care	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-Kickback Affidavit	2730.00
Avery Lawn	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-Kickback Affidavit	2334.90

COPY



CONTRACT FOR MOWING SERVICES

This Contract is made between the City of Tahlequah ("City") and LawnStars Landscaping LLC ("Contractor") in relation to the City's desire to outsource mowing and/or lawn care service of various properties owned by the City during the 2023 and 2024 mowing season as described in Bid #2023-01.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, City hires Contractor to provide services under the terms and conditions hereby agreed upon by the parties:

1. The scope and terms of this Contract shall be in accordance with Specifications and Terms & Conditions of the City's bid packet for Bid # 2023-01 and/or as more fully set forth in this Contract.
2. Contractor agrees to mow, weed eat, blow off sidewalks, and pick-up trash at (all hereinafter referred to as "cut") the following City locations through November 1, 2024, depending on the weather and growth of grass and weeds:
 - Norris Park/Pavilion/Splash Pad/North Splash Pad
 - Sequoyah Park/Brookside
 - Felts Park
 - South Ridge
 - Ross Park/Ross to First Street & Basin Bridges
 - Dog Park
 - City Hall/Library/County
 - Armory
 - Bluff Ave
 - Skate Park
 - Kaufman Park
 - Senior Citizen
 - Wilson N. of Kaufman & May Ave
 - South & North Welcome Signs
 - College & South Street (pie section)
 - Mission Park

3. Contractor shall provide services on an as needed basis dependent upon growth of grass and weeds as assessed by Recreation Foreman during the above referenced term.
4. Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the work described herein.
5. Contractor shall submit a weekly invoice to the City for all services rendered during that period. Invoice will not be paid until verified and signed by the Recreation Superintendent and/or Recreation Foreman. (City check-runs are every 2nd and 4th Fridays of the month). The City will pay Contractor \$1890.00 per verified cut of *all* locations; when not all locations are cut at the same time, the City will pay Contractor per verified cut location in the amount referenced for said location in the attached Bid Form.
6. Contractor will confirm that a record of all work performed at each location is maintained and verified with Recreation Superintendent and/or Recreation Foreman weekly.
7. Contractor personnel must be aware of the safety of the public at all times during operations, adhering to all federal, state and local safety laws. Contractor shall assume all on-the-job responsibilities for the actions of its personnel. Contractor shall confirm that caution be exercised to prevent injury to the public and damage to public or private property.
8. This Contract is made upon the express condition that the City, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person, or destruction, damages, or theft of any property owned, operated, or otherwise utilized by Contractor, its agents, employees or third parties, from any cause or causes whatsoever, while in or upon said locations, or any part thereof during the term of this Contract or occasioned by any occupancy or use of said locations or activity carried on by Contractor and its employees in connection herewith. Contractor hereby covenants and agrees to indemnify, defend, save and hold harmless the City, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses, however occurring, or damages, demands, costs, and attorney's fees growing out the same. Furthermore, Contractor shall not attempt to hold the City responsible or make any claims for equipment damaged by rocks or other debris at any location. Contractor shall be responsible to ensure that the locations are free from such debris prior to performing any work.
9. The City may terminate this Contract at any time for non-performance, default or negligence by Contractor. The determination of non-performance, default or negligence will be made solely by the City. Outstanding payments for services due to Contractor will only be paid upon such termination if they are **not related** to any services rendered or incidents by Contractor that are the subject of the City's finding of non-performance, default or negligence.

Examples of non-performance, default or negligence include, but are not limited to:

- a. Missing a scheduled cut date;
 - b. Failure to fully comply with all the provisions, terms, specifications and requirements of this Contract, the Invitation to Bid, and Contractor's Bid Submission Form.;
 - c. Work performed not to standard established within Specifications and Terms & Conditions of the City's bid packet;
 - d. Dishonesty, theft, criminal act(s) or other such action(s) by Contractor and/or employees or agents of Contractor; and
 - e. Failure to promptly correct inadequate levels of service after notification by the City.
10. The City reserves the right to terminate this Contract due to the unavailability of funding. All funds for payments by the City for services under this Contract are subject to the availability of general or specific annual appropriation for this purpose.
11. A Non-Assignment Provision is added to this Contract; all work will need to be completed by the Contractor.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties, by their signatures or marks, hereby agree to be bound by the provisions herein.

"CITY"

By: _____
Sue Catron, Mayor

Attest: _____
Whitney Shaw, City Clerk
(Seal)

Approved as to form and legality this ____ day of _____, 2023

John Tyler Hammons, City Attorney

“CONTRACTOR”

Adam Potts, Owner of LawnStars Landscaping, LLC

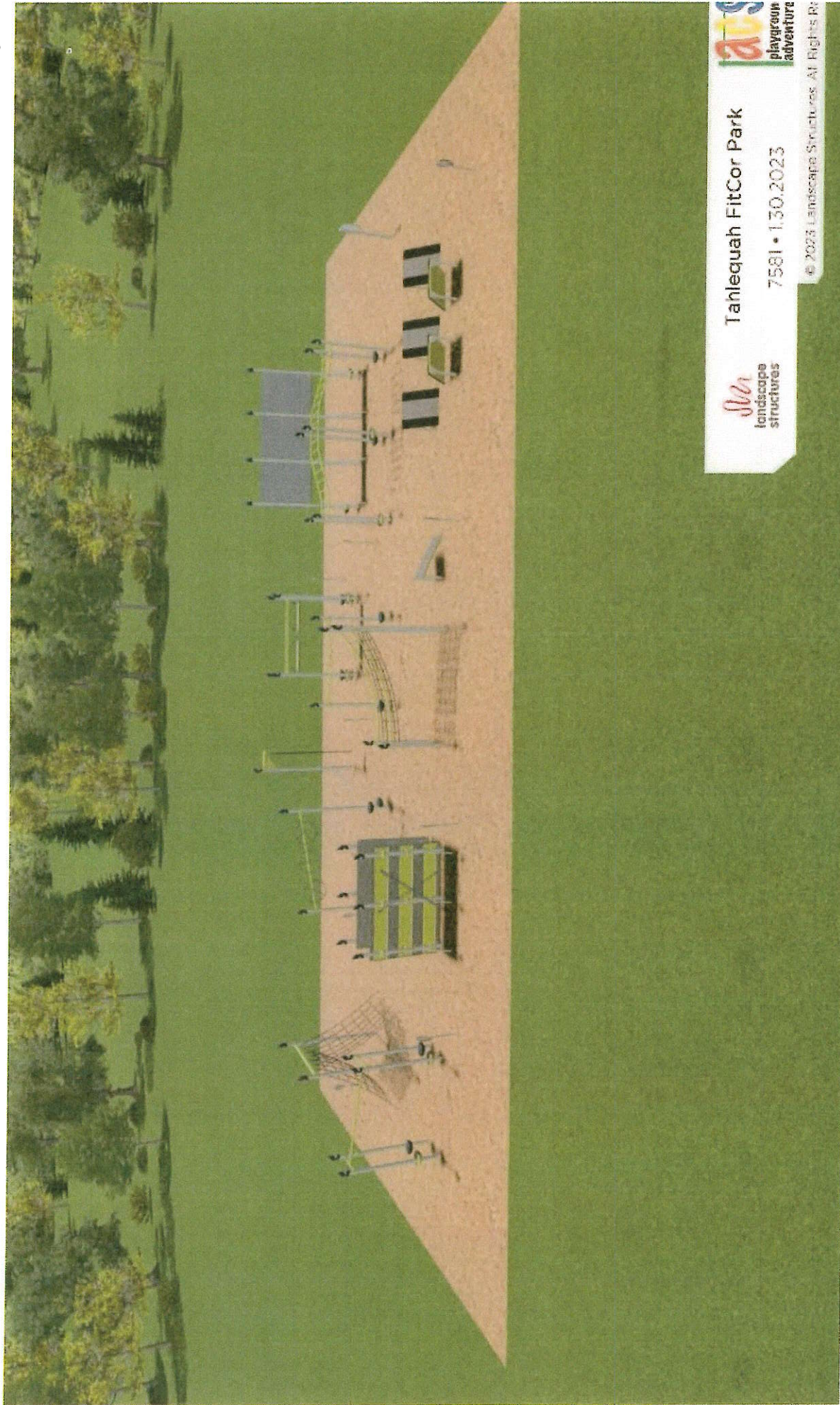


Tahlequah FitCor Park

7581 • 1.30.2023



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Tahlequah FitCor Park

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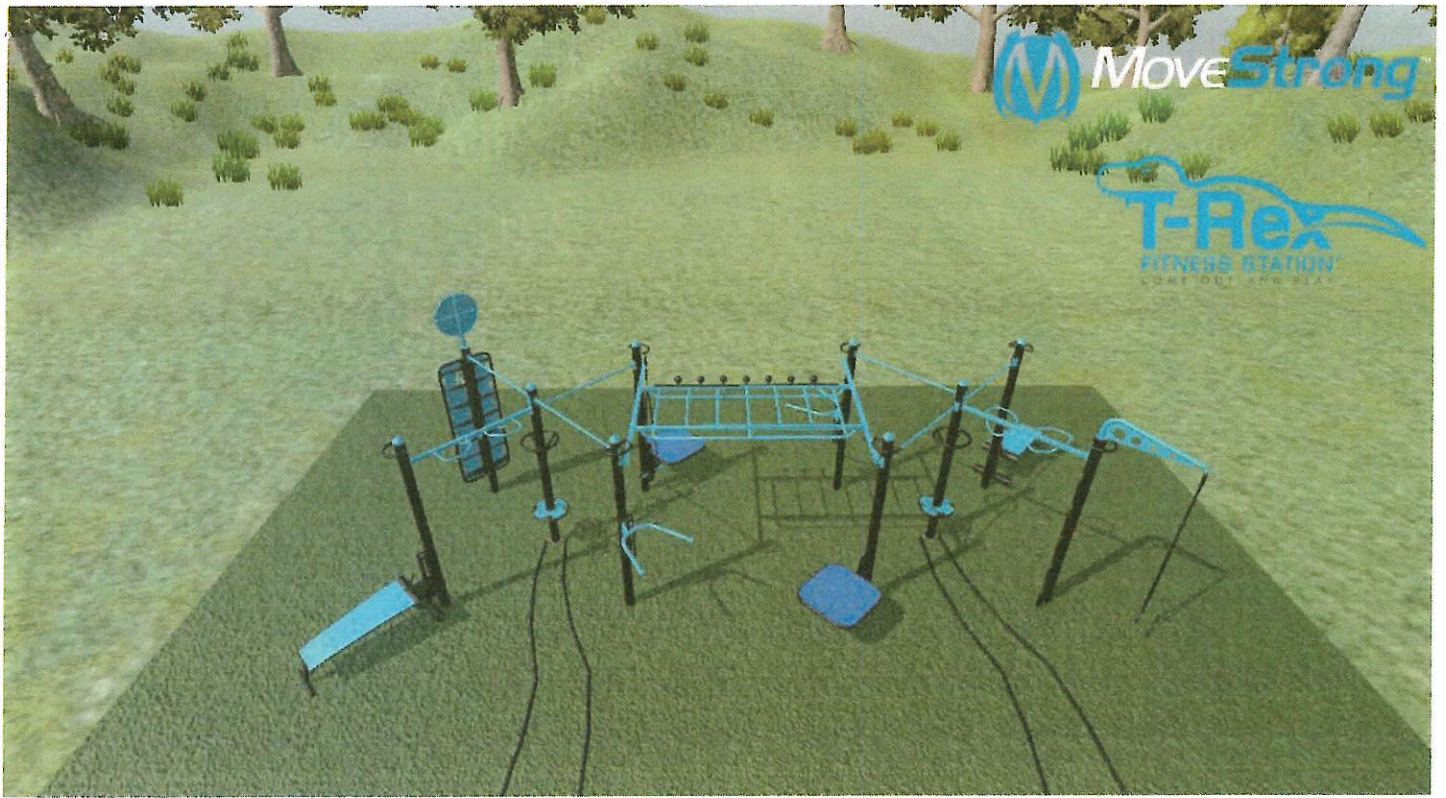


Quote

DATE _____

14





Stall Bars



Stall Bar dimensions are 4' wide x 8' tall



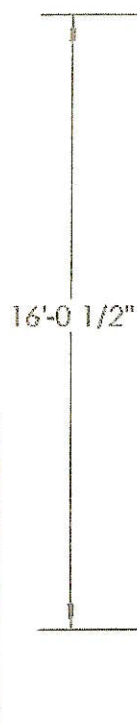
Dedicated flexibility and stretching station. Varied height rungs to assist in flexibility and bodyweight exercises. Arched top bar for hangs and pull-up variations.

Live Life. Move Strong.

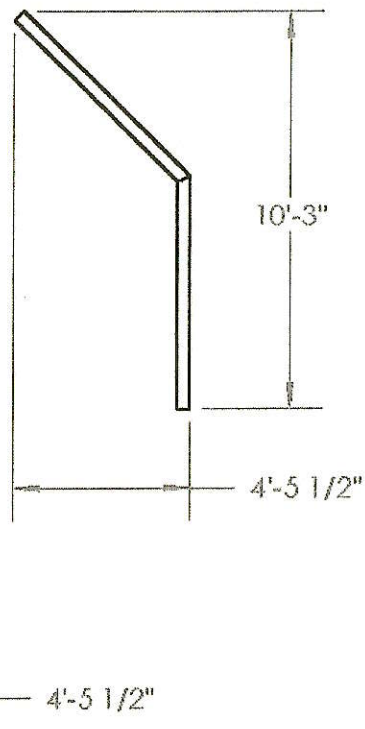
Zig-Zag Balance Beam



Zig-Zag Beam



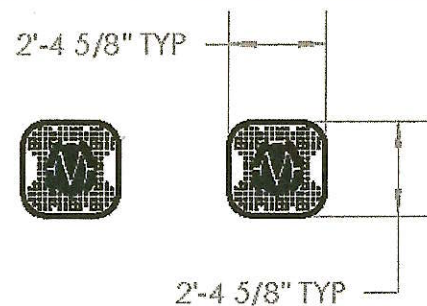
Angled Beam



The Zig-Zag Balance Beam allows for many bodyweight exercises to improve balance and stability.

Live Life. Move Strong.

Plyo-Steps



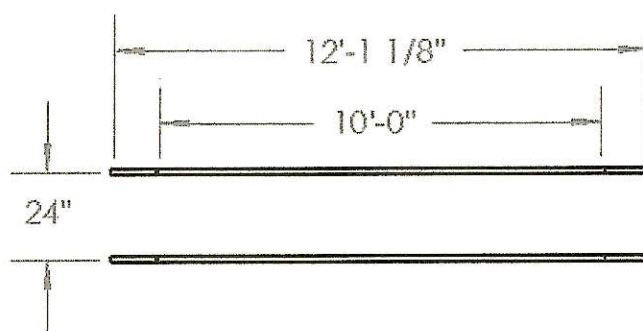
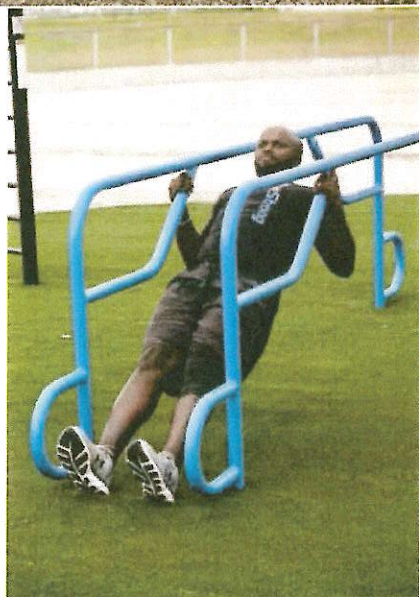
3 heights available 12", 18", 24"



Varied height Plyo-Steps are great for improving agility, flexibility, power, and for building athleticism.

Live Life. Move Strong.

Elite Parallel Bars

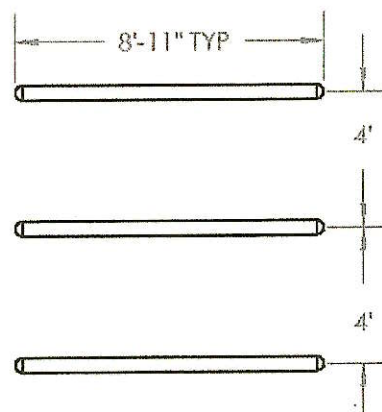
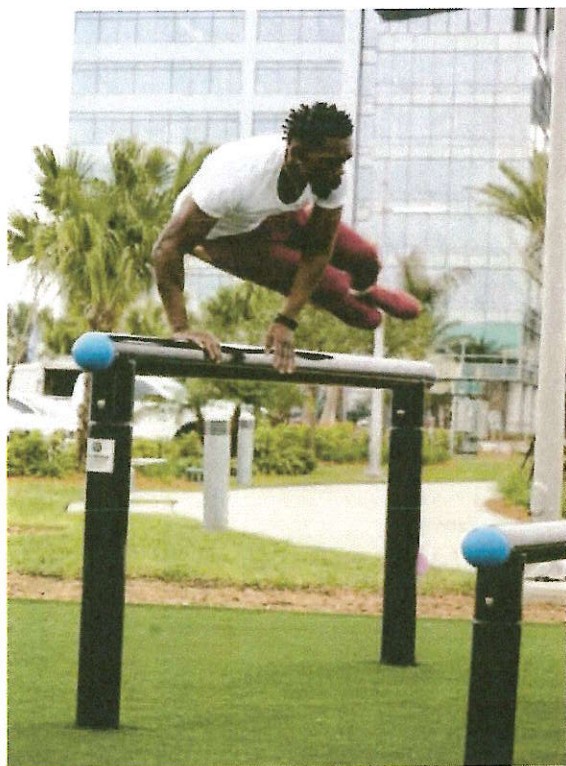


The Elite Parallel bars have a variety of bar positions for bodyweight exercises.

Standard and different height parallel bars are available. Please inquire about other options.

Live Life. Move Strong.

Over/Under Horizontal Post

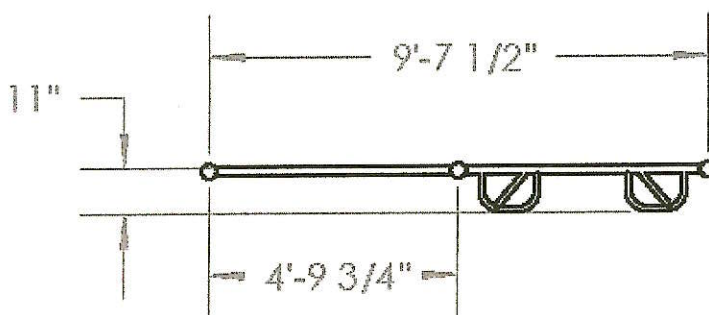
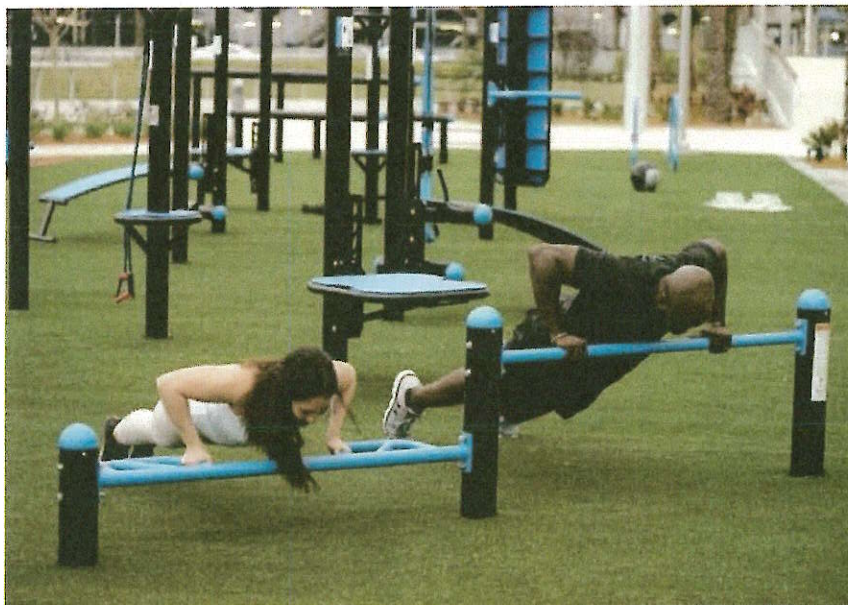


The Over/Under posts are great for agility, balance, and strength training.

Available in 3 height options, 24", 36", and 48"

Live Life. Move Strong.

Push-Up/Inverted Row Bars



Build upperbody and core strength with the varied height Push-Up Bars. Two height bars ideal for push-up variations and inverted rows. Lower bar offer varied hand grip positions.

Live Life. Move Strong.



OUTDOOR FITNESS EQUIPMENT WARRANTY

Applies to all MoveStrong equipment designated and specifically manufactured for year round outdoor use.



MoveStrong provides a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; and a one-year warranty on the powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product and covers the product under normal use and proper maintenance.

LIFETIME LIMITED WARRANTY ON HARDWARE

MoveStrong provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust. The lifetime warranty refers to the life of the product as dened below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

Live Life. Move Strong.



Remittance Address:
 2288 Gunbarrel Road
 Suite 154/385
 Chattanooga, TN 37421
 (855) 728-8700
 www.movestrongfit.com

Sales Representative	Amy Paty	Quote Number	00010658
Created Date	2/23/2023	Expiration Date	2/9/2023
Payment Terms	50% Deposit with Balance Prior to Shipment		

Contact Information

Prepared By	Amy Paty	Contact Name	Tiffany Sien
Phone	(423) 451-4798	Phone	(918) 457-8103
Email	amy@movestrongfit.com	Email	tsien@tahlequah.gov
Fax	(423) 451-4832		

Address Information

Bill To Name	City of Tahlequah, OK	Ship To Name	City of Tahlequah, OK
Bill To	Cesna Ave. Tahlequah, OK 74464	Ship To	Tahlequah, OK 74464

Quote Line Items

Product	Product Description	Line Item Description	Sales Price	Quantity	Total Price
T-Rex - 10 Post SURFACE MOUNT (City of Tahlequah)	T-Rex Surface Mount 10 Post Custom Includes: (2)T-Rex Surface Mount Ab Board Post w/Adjustable Ab Bench. Patent Design w/ Stainless Steel Adjustment Plate Kit. U.S. Patent No. D941407 (2)T-Rex Surface Mount Dip Post w/Adjustable Dip Bar. Patent Design w/ Stainless Steel Adjustment Plate Kit. U.S. Patent No. D941407 (2)T-Rex Surface Mount Step Post w/Adjustable Step. Patent Design w/ Stainless Steel Adjustment Plate Kit. U.S. Patent No. D941407 (1)T-Rex Surface Mount Loop Post w/Post Extension Hanger (1)T-Rex Surface Mount KickPlate Post w/Single Med Ball Target (2)T-Rex Surface Mount Center Post Assembly (6)T-Rex Standard Pull-Up Bars (2)T-Rex Bent Grip Pull-Up Bar w/ 2 sets of handles (1)Monkey Bar Bridge Package with (1) Pull-up Bar Side Rail and (1) Globe Grip Side Rail Includes TOPCAPS, Hardware Kit and Surface Mount Plate Kits w/Bolt Guards		\$45,675.00	1.00	\$45,675.00
T-Rex - Battle Rope Anchor Kit	T-Rex Rope Rope Anchor Kit Includes: (1) T-Rex Battle Rope Anchor - Clamp anchor attaches to bottom of T-Rex post (2) 20' Power Conditioning Rope, 1 1/2" diameter with 3/8" x 2" spliced in ring.	Battle Rope Station for Center Post	\$695.00	2.00	\$1,390.00
FitGround Elevate Rope Trainer	Elevate Bodyweight Resistance Rope Trainer with two Handles and top anchoring loop for attaching to MoveStrong outdoor equipment. Designed for durability, moisture resistant, and for outdoor use. May be used indoors also. Must be anchored properly to secure structure to avoid injury. MADE IN USA.	Elevate Rope Trainer (Suspension Trainer) for Post Extension Hanger	\$175.00	1.00	\$175.00
FitGround - Elite					



Remittance Address:
 2288 Gunbarrel Road
 Suite 154/385
 Chattanooga, TN 37421
 (855) 728-8700
www.movestrongfit.com

Parallel Bars SURFACE MOUNT 40"X10'	Surface Mount Outdoor Elite Parallel Bars with Inverted Row Handles - 40" x 10' Surface Mount Hardware included. Mobile Trainer Video: https://movestrong.fit/station/elite-parallel-bars/	\$3,100.00	1.00	\$3,100.00
FitGround - Over Under Bar 24" SURFACE MOUNT	Surface Mount 24" Tall Over/Under post for over-under crawls or balance work. 8' Long Mobile Trainer Video: https://movestrong.fit/station/over-under-posts/	\$1,090.00	2.00	\$2,180.00
FitGround - Over Under Bar 48" SURFACE MOUNT	Surface Mount 48" Tall Over/Under post for over-under crawls or balance work. 8' Long	\$1,645.00	2.00	\$3,290.00
FitGround - Push-up Bar Assembly SURFACE MOUNT	Surface Mount Dual Height Push-up/Inverted Row Bars. 12" varied handle grip bar and 24" standard bar. Includes Hardware. Mobile Trainer Video: https://www.movestrongfit.com/productnews/push-up-bars-for-outdoor	\$1,930.00	1.00	\$1,930.00
FitGround - Stall Bars SURFACE MOUNT	Surface Mount Stall Bar Station: Flexibility, stretching, and bodyweight exercises. 8ft Tall. Includes Surface Mounting Hardware. Mobile Trainer Video: https://movestrong.fit/station/stall-bars/	\$3,250.00	1.00	\$3,250.00
FitGround - Standard Plyo Step 12" SURFACE MOUNT	Standard Surface Mount Plyo Step 12" Polyurea Coated. Includes Hardware Pack. Mobile Trainer Video: https://movestrong.fit/station/plyo-step/	\$1,620.00	1.00	\$1,620.00
FitGround - Standard Plyo Step 18" SURFACE MOUNT	Standard Surface Mount Plyo Step 18" Polyurea Coated. Includes Hardware Pack.	\$1,640.00	1.00	\$1,640.00
FitGround - Standard Plyo Step 24" SURFACE MOUNT	Standard Surface Mount Plyo Step 24" Polyurea Coated. Includes Hardware Pack.	\$1,660.00	1.00	\$1,660.00
FitGround - Zig Zag Balance Beam Full Size SURFACE MOUNT	Surface Mount Zig Zag Balance Beam Features: Full-sized Surface Mount Balance Beam with (2) straight sections and (1) turn. Strengthens lower body & core muscles while promoting balance development. Includes Mounting Hardware. Mobile Trainer Video: https://movestrong.fit/station/zig-zag-balance-beam/	\$2,220.00	1.00	\$2,220.00
FitGround - Leg Press (Surface Mount)	Leg Press Surface Mount: *The Leg Press features an roomy nylon saddle and ergonomic backrest. *Resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear hazards Standard Color: Gray Frame with Black Pads MoveStrong Mobile Trainer. Easy to Use, Always There For You! www.movestrong.fit/mobile-trainer GET TRAINING IN 3 STEPS: (1) Locate Training Station Instructional Decal with QR Code (2) Scan the QR Code with Your Phone Camera (3) Watch How-To Videos MOBILE WEBSITE FRIENDLY: -Works on any Mobile Device -No need to download another fitness app. In moments of arrival your customers can refer to the instructional decal or quickly scan the QR code and start watching the instructional videos. ADDING NEW WORKOUTS REGULARLY: We work with several fitness professionals to constantly update the exercise libraries so that your customers get the latest information on	\$6,410.00	1.00	\$6,410.00
MoveStrong Mobile Trainer		\$145.00	1.00	\$145.00



Remittance Address:
 2288 Gunbarrel Road
 Suite 154/385
 Chattanooga, TN 37421
 (855) 728-8700
 www.movestrongfit.com

	targeting their desired muscle groups. Stay up-to-date with our Mobile Trainer platform.			
T-Rex FitGround - Standard Colors	T-Rex Standard Colors: Primary Color = Black Secondary Color = Sky Blue (RAL 5015)	\$0.00	1.00	\$0.00
T-Rex/FitGround/OC - Surface Mount Requirements	Surface Mount T-Rex Systems, FitGround Products and Obstacle Course Products require a level 4" Thick Concrete Surface for anchoring. If the surface is uneven, standard inground posts will need to ordered and cut onsite to fit properly and installed with individual surface mount plates.	\$0.00	1.00	\$0.00
MoveStrong Terms & Conditions	Curbside Delivery Only. PLEASE NOTE: Equipment ships in oversized crates and requires some effort off loading with forklift, or breaking down the crate and off loading the pieces. Installation is not included unless noted on this quote. MoveStrong T-Rex and FitGround Functional Training Systems are the full responsibility of the customer to properly install in order to ensure safe and proper usage. Please consult a licensed Contractor and Engineer to ensure your support surface can accommodate proper anchoring as recommend in MoveStrong installation manuals. Detailed Installation Guides are provided. Please advise if you need MoveStrong to help locate a contractor in your area for installation. 50% Deposit is required to start production with the balance due prior to order shipping. Payment in full is required for all Custom Design equipment before an order is put into production. Due to the customization offered on FitGround equipment, all sales are final.	\$0.00	1.00	\$0.00
T-Rex/FitGround				

Subtotal	\$74,685.00
Shipping and Handling	\$4,264.15
Grand Total	\$78,949.15

Delivery Terms

1. All orders are shipped curbside delivery. Oversize crates are required for most MoveStrong products and it requires unloading by customer. Please have extra help on hand to assist with unloading of crates. If further off loading assistance is needed, arrangements must be made prior to ordering for any special delivery needs and must be stated in the quote.
2. It is Customer's responsibility to review all MoveStrong installation specs prior to ordering and ensure proper install can be completed accordingly. It is customer's responsibility to ensure grounds are free and clear of objects, have adequate training space for safe use of equipment, level grounds, and free from any underground obstructions and/or utilities for proper installation of all products in this quote. MoveStrong Outdoor Fitness Equipment is designed for a standard in-ground installation. Concrete surface mount outdoor equipment options are available and MUST be specified prior to ordering. Surface mounting on approved concrete surfaces only and according to installation specifications.
3. Customer is solely responsible for the proper installation of products in this quote and it is recommended to be completed by a licensed contractor or approved MoveStrong installer. Installation of equipment or surfacing is not included in the purchase price unless noted otherwise on this quote or provided in a separate MoveStrong Installation Quote. "MoveStrong Installation Site Questionnaire" Form must be completed thoroughly along with current site pictures to provide and accurate installation quote if MoveStrong installation is available in your area.

MoveStrong equipment is not intended for use by children under the age of 13 years. Please review all manuals, instructions, and warnings prior to use.

Acceptance

Acceptance by Customer:

I agree to purchase the items listed in this quote for the price shown. The shipping and billing address information included on this quote is correct. I understand and agree to the terms above in the "Delivery and Installation" section of this quote. I understand the prices quoted

For Use by MoveStrong office only:

Build PO#:



Remittance Address:
2288 Gunbarrel Road
Suite 154/385
Chattanooga, TN 37421
(855) 728-8700
www.movestrongfit.com

are for payment via check, ACH, or wire transfer, and payment via credit card is 3% higher than the quoted price on all items including shipping and handling. There is a \$35.00 charge for all International Wire Transfers.

Customer is responsible for all local, city, and state sales tax applicable to this order at time of purchase or later if so required to be sales tax compliant.

Payment Terms:

- Equipment Terms: 50% Deposit w/Balance due prior to order shipping.
- Surfacing Terms: All surfacing orders require 100% pre-payment.
- Installation Terms: 50% Deposit to secure job w/installer. Balance is due upon completion of install.

Date Submitted: _____

Shipping PO#: _____

Shipping Quote#: _____

Invoice#: _____

Signature: _____

Date: _____

****Your build order will be placed after your payment is received per terms shown on this quote****

NEW

MOBILE TRAINER

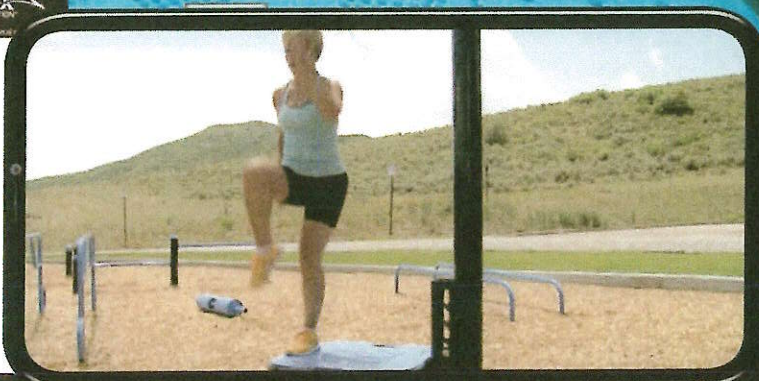
TRY ME

QR SCAN
INSTRUCTIONAL
DECALS FOR EVERY
FITNESS STATION



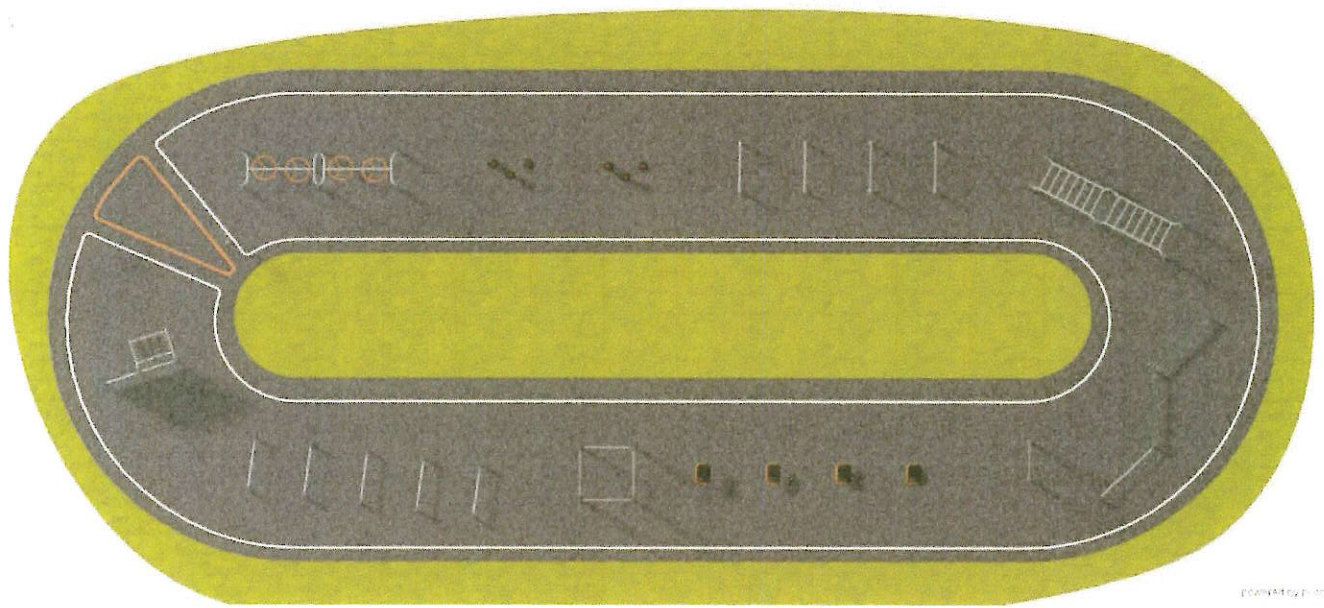
MEET YOUR NEW MOBILE TRAINER

1. LOCATE QR CODE
2. SCAN THE QR WITH YOUR
PHONE CAMERA
3. WATCH HOW-TO VIDEOS



MoveStrong
Functional Fitness Equipment

5726 Marlin Rd. Ste 420 Chattanooga, TN 37411
Visit: movestrongfit.com or Call: (855) 728-8700



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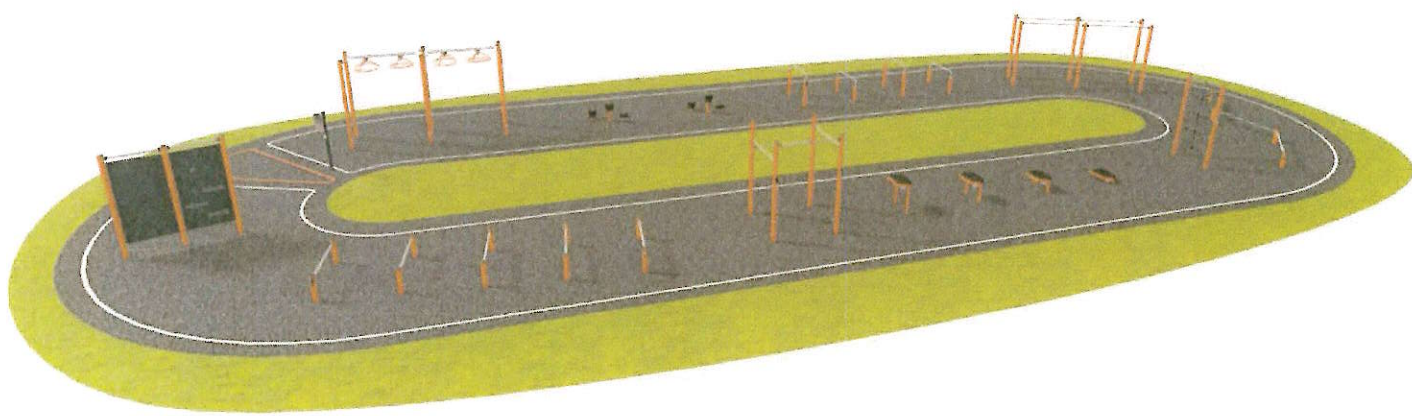


Photo: P. K. K.



Sales Proposal

City of Tahlequah
Tiffany Sien
111 S Cherokee
Tahlequah, OK 74464

Quote No. SP121226-1
Customer No. 530459
Document Date 02/28/2023
Expiration Date 04/29/2023

Sales Representative Tamra Smith
E-Mail TamSmi@Kompan.com

Customer Ref. Obstacle Course

Project Name US293041 Anthis-Brennan Sports Park

No.	Description	Qty Unit	Unit Price	Net Price
<u>FSW21201-0001</u>	Turbo Challenge - Orange Surface (expansion bolts)	1 Pieces	18,260.00	18,260.00
<u>FSW21100-0001</u>	Hurdles - Orange Surface (expansion bolts)	1 Pieces	4,740.00	4,740.00
<u>FSW21600-0001</u>	Vertical Net and Wall - Orange Surface (expansion bolts)	1 Pieces	7,710.00	7,710.00
<u>FSW22100-0001</u>	Jump Pod Set - Orange Surface (expansion bolts)	2 Pieces	1,430.00	2,860.00
<u>FSW21400-0001</u>	Over Under - Orange Surface (expansion bolts)	1 Pieces	4,290.00	4,290.00
<u>FSW21801-0001</u>	Square Pull-Up Station Pro - Orange Surface (expansion bolts)	1 Pieces	4,030.00	4,030.00



Sales Proposal

City of Tahlequah
Tiffany Sien
111 S Cherokee
Tahlequah, OK 74464

Quote No. SP121226-1
Customer No. 530459
Document Date 02/28/2023
Expiration Date 04/29/2023

Sales Representative Tamra Smith
E-Mail TamSmi@Kompan.com

Customer Ref. Obstacle Course

Project Name US293041 Anthis-Brennan Sports Park

No.	Description	Qty Unit	Unit Price	Net Price
<u>FSW21900-0001</u> 	Combi Step - Orange Surface (expansion bolts)	1 Pieces	6,930.00	6,930.00
<u>FSW21300-0001</u> 	Double Overhead Ladder - Orange Surface (expansion bolts)	1 Pieces	6,590.00	6,590.00
<u>FSW21500-0001</u> 	Balance Beam - Orange Surface (expansion bolts)	1 Pieces	3,460.00	3,460.00
<u>FSW30100-0001</u> 	MULTI TIMER ORANGE RAL 2010 SURFACE	1 Pieces	3,470.00	3,470.00
<u>FSW20700-0001</u> 	Multi Net - Orange Surface (expansion bolts)	1 Pieces	2,290.00	2,290.00
FREIGHT	Freight	1 Pieces	5,824.10	5,824.10

Description	Qty	Net Price
No. of Products	12	
Subtotal - Products		64,630.00
Subtotal - Freight		5,824.10
Total USD		70,454.10



Sales Proposal

City of Tahlequah
Tiffany Sien
111 S Cherokee
Tahlequah, OK 74464

Quote No. SP121226-1
Customer No. 530459
Document Date 02/28/2023
Expiration Date 04/29/2023

Sales Representative Tamra Smith
E-Mail TamSmi@Kompan.com

Customer Ref. Obstacle Course

Project Name US293041 Anthis-Brennan Sports Park

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Anthis Brennan Family Sports Park
tiffany sien
1046 West Allen Road
Tahlequah, OK 74464

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPAN's 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

Terms & conditions

1. APPLICATION

These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at www.kompan.com, or by delivery of a copy thereof to the Customer.

2. ACCEPTANCE

KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sales Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty (60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

3. CONFLICTS

In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

4. LIMITATION OF AUTHORITY

KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or

other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of Invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction-related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

6. PRICE REVISION

Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

7. DELIVERIES

(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN

reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or KOMPAN's vehicles or damage to property belonging to the Customer or to any third party attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer

will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

8. RETURNS

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

9. LIMITED WARRANTY

KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.

10. DISCLAIMER OF LIABILITY

The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

11. NOTICE OF CLAIMS

The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows, (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product, (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of

KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one (1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

12. EXCLUSIVE REMEDY

It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the re-performance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and

exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

13. TITLE AND RISK OF LOSS

(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

14. SERVICES; INSTALLATION AND ASSEMBLY

(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages

as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rockledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

15. SPECIFICATIONS

KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned.

While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color of any sample or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.

17. INDEMNIFICATION AND ATTORNEY FEES.

The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

18. TERMINATION

(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;

(ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.

(b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

19. FORCE MAJEURE

A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly. In case the Force Majeure situation continues for more than three months each party shall be free to withdraw from the Contract without liability.

(b) For the purposes of these General Terms of Conditions Force Majeure means extraordinary events or circumstances which cannot be foreseen nor prevented, including but not limited to acts such as natural calamities, earthquake, war, revolution, riot, civil insurrection, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, hyperinflation, labor disputes of whatever nature, general shortage or lack of raw materials causing either curtailment or production stop, increase in raw materials cost where any increase in raw material costs increase the total unit price for a product by [5] percent ([five]%) or more, authorities not respecting legal deadlines or not acting in a reasonably foreseeable manner, civics associations, and/or NGOs groups, legal entities or individuals filing objections within administrative procedures and other circumstances beyond the parties' reasonable control.

20. APPLICABLE LAW; JURISDICTION

This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on

Contracts for the International Sale of Goods will not

21. ASSIGNMENT

Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

22. GENERAL

(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Warranty

KOMPAN
Let's play



Lifetime* Warranty

- Hot-Dip galvanized parts
- Stainless steel parts
- EcoCore™ and other high-density polyethylene (HDPE) parts

* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.



15-Year Warranty

- High-pressure laminate (HPL) parts
- Aluminum parts



10-Year Warranty

- TextMade™ posts
- Pre-galvanized posts with painted top layer
- Painted surface on galvanized or aluminum metal parts
- Electrogalvanized metal parts
- Molded PP decks
- Solid plastic parts
- Hollow plastic parts
- Transparent Poly Carbonate (PC) parts
- Wood-plastic composite (WPC) parts
- Robinia, Siberian larch, pine, and other wood types
- Stainless Steel Slides
- Rope and net constructions



5-Year Warranty

- Resin coated plywood parts
- Springs and ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy Connection Balls



2-Year Warranty

- Moveable plastic & metal part
- Rubber membranes
- Screens and electronic parts
- Sunshades & sail solutions

Warranty coverage

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

Proper installation and maintenance

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. All warranty claims shall be accompanied by full documentation for proper installation and maintenance. The warranty for the ICON electrical components is dependent on those products being installed by an ICON-trained and approved installer.

Warranty exclusions

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces, and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

Near water installations

Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion. Specially designed products (handled via department for customized products), provided they have been upgraded to corrosion class C4 prior to delivery, installed within 650 feet from the shore (and not in direct contact with saltwater/spray of saltwater or chlorinated water(e.g. waterparks)) shall, subject to the applicable warranty period for each product type set out in the general warranty, be covered only against

structural failure caused by corrosion (excluding moving parts) and under circumstances for any period longer than 5 years.

Third-party supplied products & services

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers. This general KOMPAN warranty not apply to such non-KOMPAN branded products and installation service may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

Freight and warehousing

Global transport and logistics arranged by Kompan appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.

Safety Standards

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TUV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org.





**Creating happy, healthy communities, and keeping
maintenance teams sane!**

How do we save your **team time, money, and resources?**

Help designing your project

- Kompan can work with your Landscape Architect
- Kompan design team can design your project
- Ensure ADA compliance and inclusion

Simplify the purchasing process

- Buying agreements
 - Faster process
 - Flexibility
 - Cost savings
- Omnia
- Greenbush

Deliver a turnkey project

- Kompan project manager
- Certified installers
- Site work

Post installation

- Will send installation instructions for any future repairs
- Offer the service labor for repairs if owner does not have the resources
- Make the “what do I need” process easy with information donut caps (see illustration)



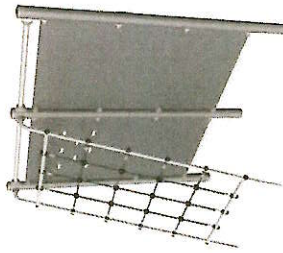
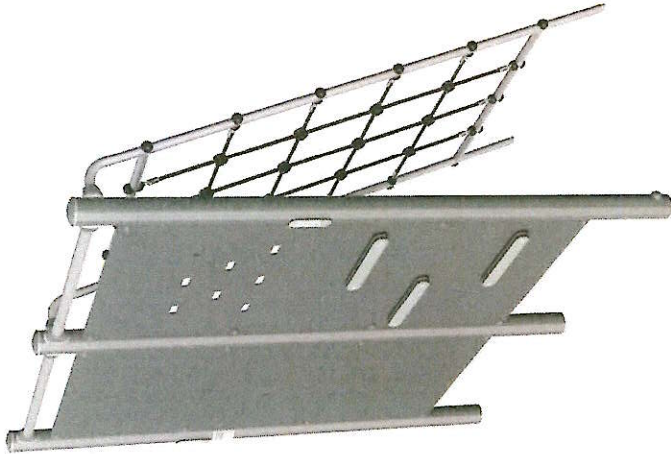
Vertical Net and Wall

FSW216

Item no. FSW21600-0900

General Product Information

Dimensions LxWxH
7'6"x3'6"
Age group
Play capacity (users)
Color options



The wall consists of two segments. The left side is a flat wall of almost 7' 8" high which can be conquered by the fittest. The right side has three steps to assist the feet and eight handles to help you get over the wall. The scalable Wall makes it fun for everyone to play or train together. The fit ones develop muscle strength and bone density when jumping over. Others

develop their self-esteem if they dare to climb up. The Wall is standard available in Orange, RAL2010 and Grey, RAL7012. All other RAL colors are available on request. It will always be possible to match the surroundings or color theme!



Vertical Net and Wall

FSW216



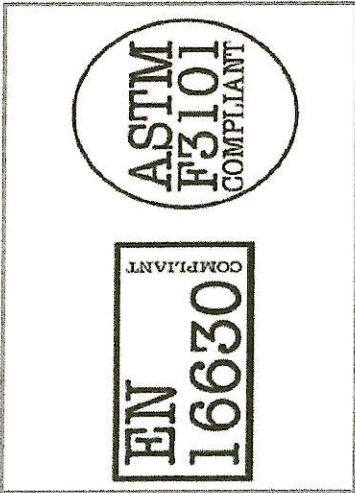
Post are made of 101.6 x 2mm, pre-galvanized carbon steel and powder coated, a great protection to all conditions.



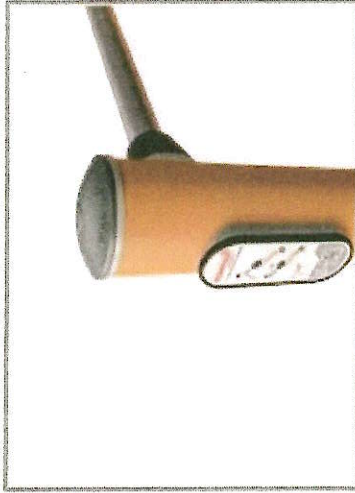
The connectors are made of die-cast aluminium, specially alloyed for the outdoor environments and heavy usage. The screws attaching the connectors are stainless steel and protected by zinc washers.



The wall surface are made of 17.8mm thick High Pressure Laminate (HPL) panels to ensure optimal strength and durability.



All KOMPAN fitness products are compliant with the ASTM F3101 & EN16630 Outdoor Fitness Standards. Load tests are performed as a static test by adding dynamic factors as well as safety factors to the specified load of 78kg per user. A product intended for 1 user is loaded with 420kg.



The information sign is made of a PA6 (Polyamide) and shows the most relevant exercise and a QR code. When scanned the QR code will link to an animated illustration of the exercise and offers the possibility of downloading the KOMPAN sport & fitness App, which will provide a large amount of exercises and workouts.



The ropes are made of UV-stabilised PES with inner steel cable reinforcement. The rope is induction treated in order to create a strong connection between steel and rope which leads to good wear resistance.

Item no. FSW21600-0900

Installation Information

Max. fall height
Safety surfacing area
Number of installers
Total installation time
Excavation volume
Concrete volume
Footings depth (standard)
Shipment weight
Anchoring options

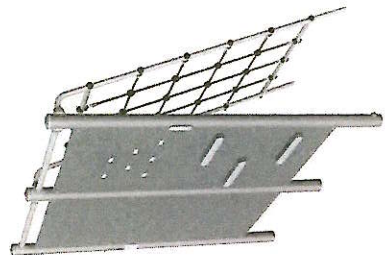
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In-ground
Surface

Warranty Information

HPL panel
Post
Hot dip galvanized steel
Ropes & nets
Spare parts guaranteed

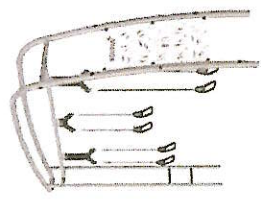
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Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark



Validation of CO₂ calculation of:
Fitness



Data version no. 2021-09-27

The CO₂ calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category "Fitness" represented by item no.: FA210100-0900 (Scope 3 emissions include emission sources in the upstream and downstream value chain).

Cradle to Gate A1-A3

Total CO ₂ emission	CO ₂ e/kg		Recycled materials	
	kg CO ₂ e	kg CO ₂ e/kg	%	
FSW21600-0900	477.50	2.73	22.90	

Date: 15. October 2021 | Valid until: 15. October 2023

Validated by:

Peter Bendtsen

Bente Hvid, Senior Consultant

Peter Bendtsen

Peter Bendtsen, Senior Consultant

Validation based on report: Validation of CO₂ calculation of 8 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Bente Hvid and Peter Bendtsen.

Publication date: 15. October 2021



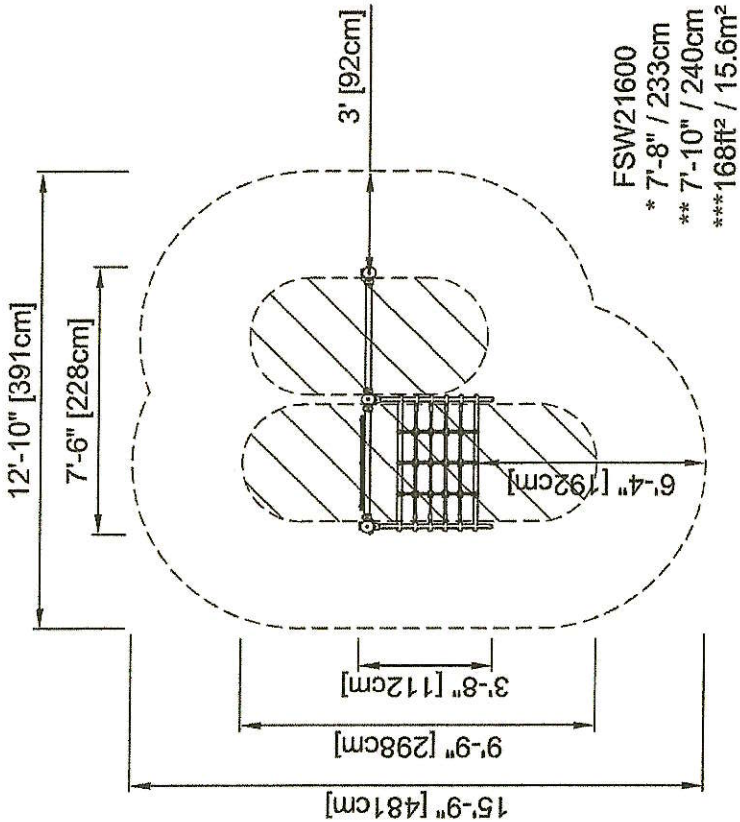
The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Vertical Net and Wall

FSW216

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



[Click to see TOP VIEW](#)

[Click to see SIDE VIEW](#)