

CONTRACT

FOR

PURCHASE

(New Equipment, Safety Surfaces, and Accessibility Upgrades for City Playground)

This Contract is entered into this 21st day of October, 2025, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and VersaSport, LLC., whose principal office is at 4957 North Ridge Road, Wichita, Kansas 67205, Telephone Number (316) 396-0112, (hereinafter called “Vendor”).

WHEREAS, the City’s desires to install new playground equipment, safety surfaces and accessible sidewalks at the playground north of the Recreation Center; and

WHEREAS, Vendor has submitted a quote beneficial to City and is ready, willing, and able to provide the goods, commodities and/or services required by City.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Vendor shall provide new playground equipment and components, demolition, removal, installation, clean up, and supervision as described and quoted in Exhibit A. All equipment shall be delivered at the Vendor’s expense to the requested City job site within 12-14 weeks from the time of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Vendor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The Vendor warrants the equipment as described in Exhibit B, beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff.

To the extent assignable, Vendor assigns to City all warranties made by manufacturers and suppliers.

The parties agree that the additional information in Exhibit A (Vendor Proposal and Estimate VS-2960 dated 09/18/25, 13 pages) and Exhibit B (Warranty Information, 6 pages) are incorporated herein. The parties further agree that all provisions of Exhibits C (5 pages) and Exhibit D (2 pages) are effective between them and govern this Contract.

2. Compensation. City agrees to pay Vendor \$97,341.18 for the delivery, equipment, installation, and all other items described and quoted in Exhibit A. The Contract price is approved by the Governing Body on October 21, 2025.
3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.

4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of October, 2025.

SIGNED by the Mayor on the _____ day of October, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

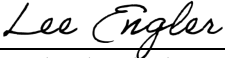
Maria A. Schrock, City Attorney

(Exhibits A, B, C, and D are attached.)

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SIGNED by the Vendor on the 15th day of October, 2025.

VERSASPORT, LLC.



(Authorized Signature: Name, Title)
Lee Engler, Designer/Project Manager

(Exhibits A, B, C, and D are attached.)

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EXHIBIT A (VENDOR QUOTE & DESCRIPTION)



Date: September 18, 2025

RE: PROPOSAL FOR – City of Bel Aire – Recreation Center Playground Improvements

Thank you for the opportunity to provide our proposal for Recreation Center Playground Improvements. Included is a playground design, product information, estimated price for the improvements outlined in the Request for Proposal and information about our company and experience.

We know that the neighboring community is looking forward to the improvements and a timely installation is important.

- Lead time on acquiring play equipment from the manufacturer is commonly 12-14 weeks from the time of ordering.
- We estimate that it will take 2 to 3 weeks to do demo and improvement on the presented plan. This is dependent on weather and material availability.
- Installation is not seasonal dependent. Once materials are acquired work can begin.

Safety is very important. The work area will be surrounded by security fencing and waste materials disposed of.

Progression

- Site secured
- Demo and removal
- Subsurface drainage installed
- Install equipment
- Install safety surface and fencing
- Sidewalk Installation
- Dispose of all waste materials and clean up
- punch list

Construction Staff – Project Supervisors and Foremen

Lee Engler – Project Manager
Brandon Culp – Construction Manager
Morgan Kessler – Construction Foreman or
Matt Allen – Construction Foreman or
Brent Carleton – Construction Foreman

VersaSport LLC will be your equipment representative, acquire construction materials, be construction manager and installer on this project. Winter Concrete will be used as subcontractor. 3% Performance Bond expense is included as an additional line item in the Proposal Submission Form. Certificate of Insurance will be provided.

We have designed and installed many playground projects and appreciate the opportunity to present this design and proposal. If you should have any questions or would like further clarification of our proposal, please do not hesitate to contact me directly.

Thank you.

Lee Engler
Project Manager
VersaSport LLC
lee@versasportks.com
316.259.8974

c: 316.259.8974 p: 316.396.0112 www.versasportks.com
4957 N. Ridge Road. Wichita, Kansas 67205

Versasport LLC
4957 N. Ridge Rd
Wichita, KS 67205
(316) 3960112
sales@versasportks.com

**ADDRESS**

Brian Hayes
City of Bel Aire Recreation
5251 East 48th Street North
Bel Aire, Kansas 67220

SHIP TO

Brian Hayes
City of Bel Aire Recreation
5251 East 48th St N, Bel Aire, KS
67220
316-744-2700

Estimate VS-2960**DATE** 09/18/2025**EXPIRATION DATE** 11/18/2025**P.O. NUMBER**

Bel Aire RecCenter Playground

SALES REP

Lee Engler

PHONE NUMBER

316-259-8974

DESCRIPTION	QTY	RATE	AMOUNT
Demo - Remove existing play set, swing frame, benches, fencing, borders and gravel safety surfacing.	1	7,920.00	7,920.00
Shady Pines - WP-350005N3-1 Playset for 2-12 yrs	1	21,511.00	21,511.00
5" Single Post Swing Frame with Cantilever Arm (1) Bucket Seat & (2) Belt Seats	1	1,946.00	1,946.00
6' Perforated Steel Bench with Back Inground mounted	2	660.00	1,320.00
Equipment Freight	1	2,000.00	2,000.00
Play Equipment Installation	1	6,100.00	6,100.00
Concrete Border. Size: 12"wx 8"d LF: 200	1	7,000.00	7,000.00
Safety Surfacing/Synthetic Turf- SF: 2316 for upto 8' fall height. Includes geotextile separation fabric, gravel base, sub surface drainage, foam pad, AST Ameriplay Certified synthetic turf, Envirofill infill, freight and installation	1	35,354.00	35,354.00
4' Black Chainlink Fence 195 LF plus 5' gate. Pull up latch opener.	1	6,043.00	6,043.00

Please make checks payable to Versasport LLC

DESCRIPTION	QTY	RATE	AMOUNT
4" Concrete Sidewalk 5'x125' 625 sqft Reinforced Finish - light brush, Saw cut joints @ 15' centers Includes sidewalk demo at parking lot for connection.	1	5,312.00	5,312.00
3% Bonding	1	2,835.18	2,835.18

Estimate per drawing dated: 9-18-25

SUBTOTAL

97,341.18

Organization must provide Sales Tax Exemption Certificate and Project Exemption Certificate at time of project acceptance. If not available, applicable sales tax will be added to estimate/invoice.

TAX

0.00

Public utilities will be located by local 811 One-Call before excavation. Private utilities and irrigation system lines are to be located by and responsibility of Owner. Additional cost may incur if unforeseen conditions, such as roots, buried rubble, bed rock or concrete hinders normal excavation.

Approve this estimate and return to VersaSport LLC to make order. An invoice will be sent by QuickBooks to customer for online or other payment option.

TOTAL

\$97,341.18

Accepted By

Accepted Date

Please make checks payable to Versasport LLC

VS Layout RecCenter

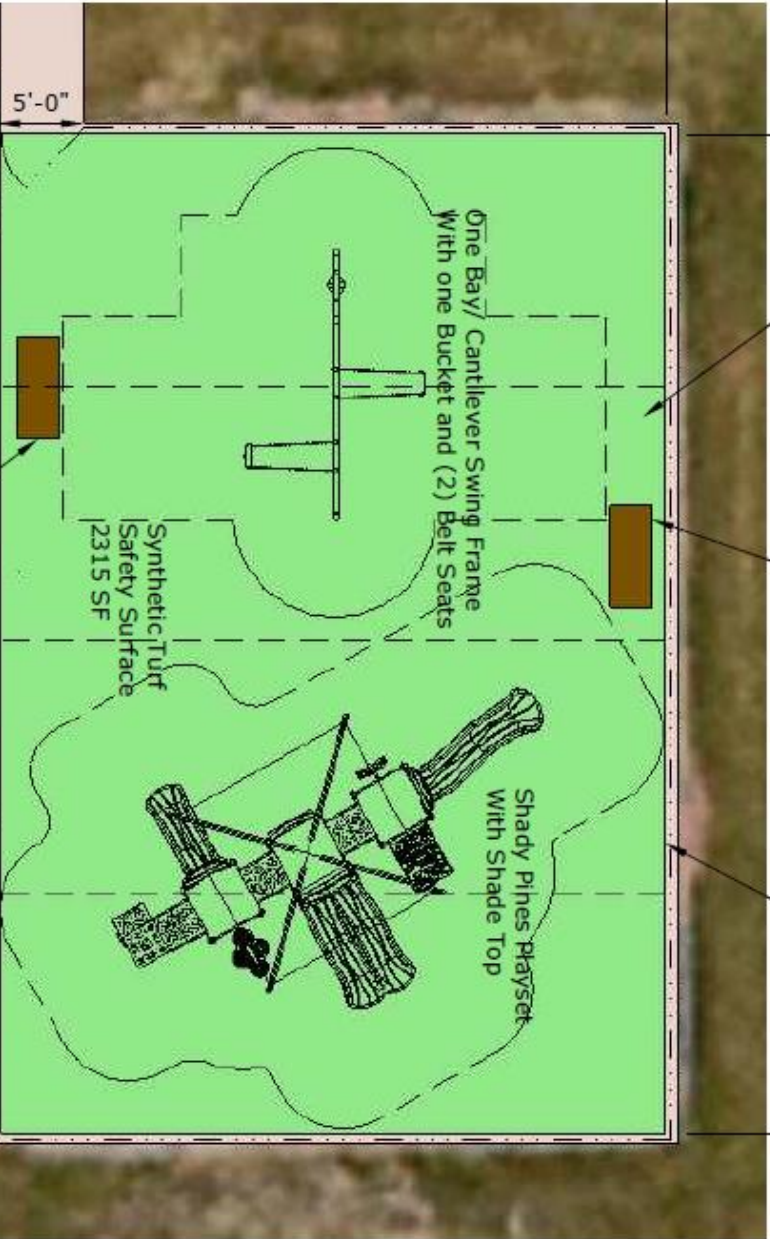
Existing Playset, Swing Set,
Benches, Gravel Safety Surface,
Wood Border and Fence
to be Removed

6' Plastic Coated
Bench w/ Back

12" w x 8" Concrete Border
@ Fence Line

Inside Dimension
58'-10"

39'-4"
Inside Dimension



4" x 5' Wide
Sidewalk to
Parking Lot
125' Length

5' Gate with Latch

6' Plastic Coated
Bench w/ Back

4' Ht. Black Chain
Link Fence

Bel Aire Recreation Center

City of Bel Aire
5251 East 48th St N, Bel Aire, KS 67220
Brian Hayes - (316) 744-2700

Playground Plan
Drawn By: Lee Engler Date: September 18, 2025



VERSASPORT
design build - play
VersaSport LLC
316.259.8974



VS Layout RecCenter

Existing Playset, Swing Set,
Benches, Gravel Safety Surface,
Wood Border and Fence
to be Removed

6' Plastic Coated
Bench w/ Back

12" w x 8" Concrete Border
@ Fence Line

58'-10"
Inside Dimension

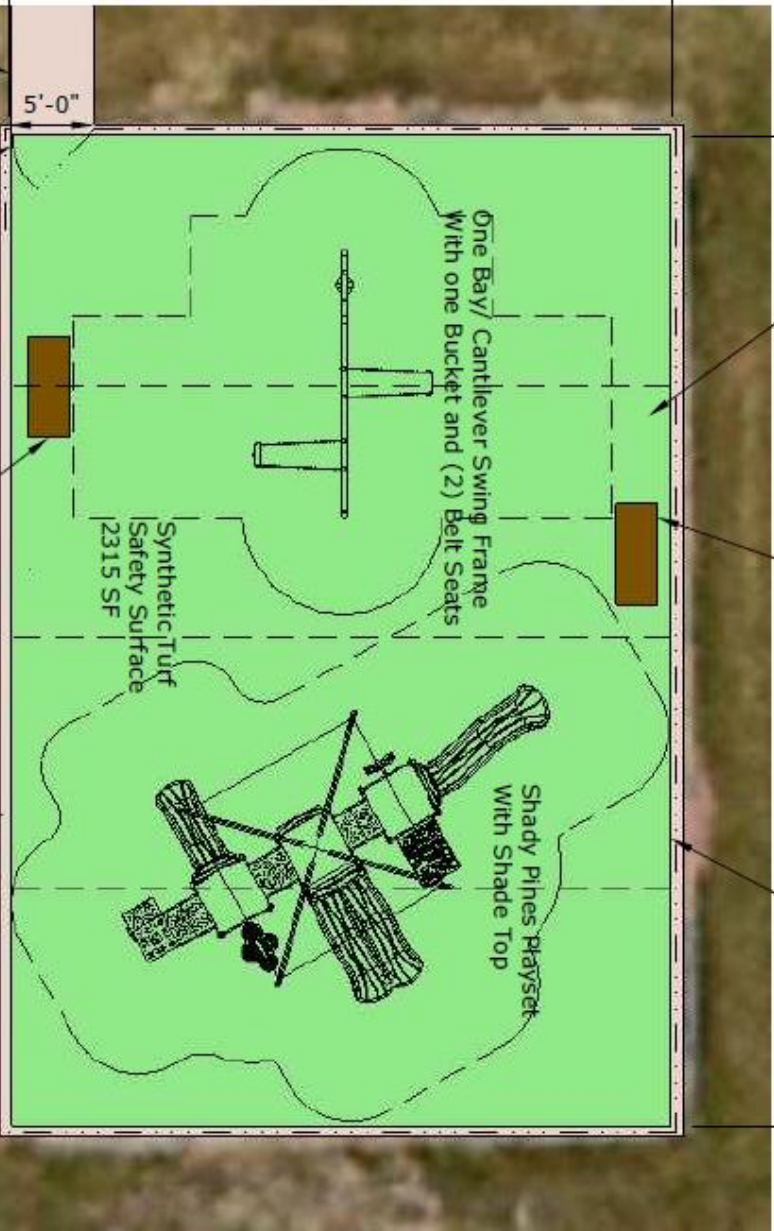
39'-4"
Inside Dimension

4" x 5' Wide
Sidewalk to
Parking Lot
125' Length

5' Gate with Latch

6' Plastic Coated
Bench w/ Back

4' Ht. Black Chain
Link Fence



Bel Aire Recreation Center

City of Bel Aire
5251 East 48th St N, Bel Aire, KS 67220
Brian Hayes - (316) 744-2700

Playground Plan

Drawn By: Lee Engler Date: September 18, 2025



VERSASPORT
design · build · play
VersaSport LLC
316.259.8974





Shady Pines



Description

Activities

Rock Climber
4' Double Slide
Trunk Climber
3' Single Slide
World Map Panel
Saddle Seat
Wing Climber
Counter Panel
5' Single Slide

Structure Info

Age Range: 5-12
Capacity: 38-42
Safety Zone: 28'-3" x 40'-6"
Fall Height: 5'
Total Activities: 9

Component Info

Post Size: 3.5"
Steel elements: Polyester Powder Coated



5" Single Post Swing Frame With Arm SPF-80266

Quick Ship



Description

This single post swing with an accessory arm is a great way to add a bucket swing to the swing frame. The bucket swing for the accessory arm will be included. You can choose the swing accessories you would like for each swing bay.

1 Bay Info

Safety Zone: 30' x 33'

Equipment Dimensions: 16'-11" x 0'-6" x H 8'-10"

2 Bay Info

Safety Zone: 42' x 33'

Equipment Dimensions: 28'-4" x 0'-6" x H 8'-10"

3 Bay Info

Safety Zone: 53' x 33'

Equipment Dimensions: 39'-9" x 0'-6" x H 8'-10"

4 Bay Info

Safety Zone: 65' x 33'

Equipment Dimensions: 51'-2" x 0'-6" x H 8'-10"

Component Info

Post Type: Single Post

Support Post Size: 5"

Top Rail Size: 3.5"



6' Perforated Bench with Back

PAC-28604

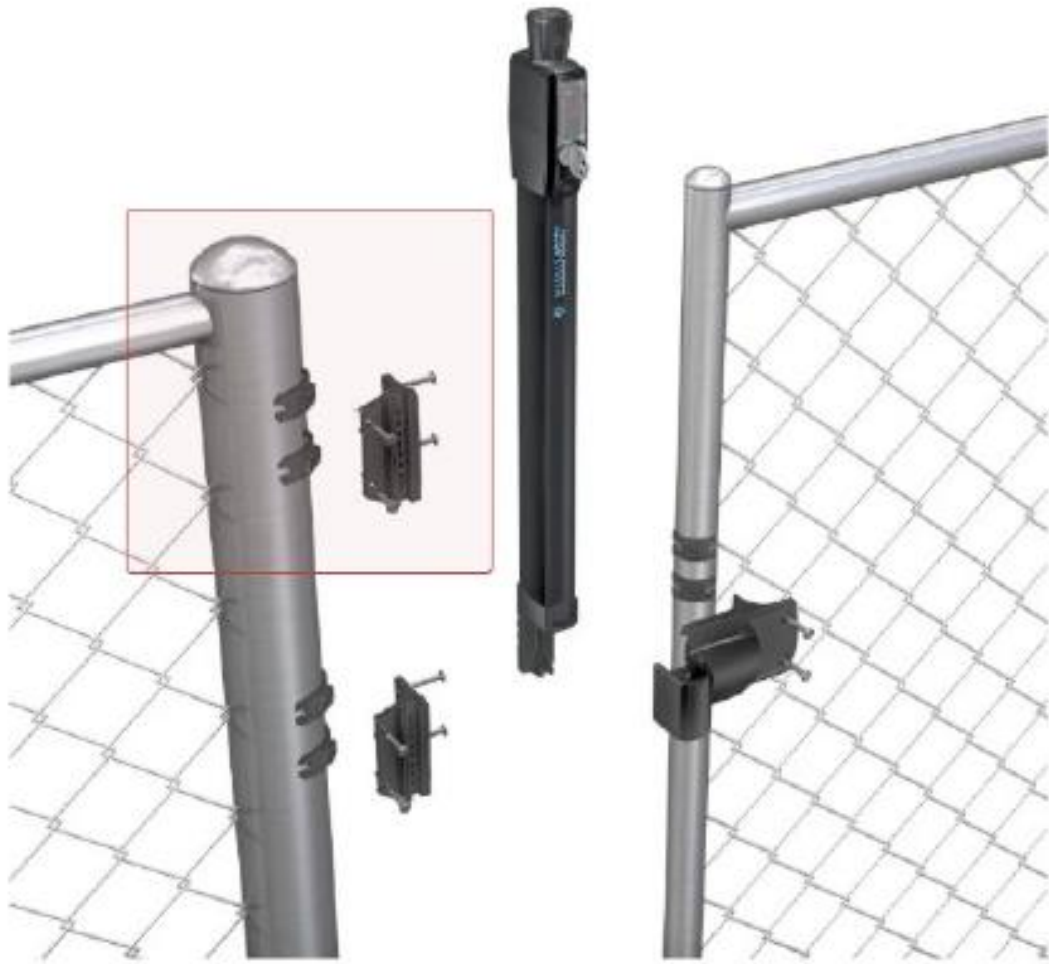


Description

Structure Info

Capacity: 3

Equipment Dimensions: 6'-1" x 1'-9" x H 2'-11"





AMERICAN SYN-TURF

BEST ARTIFICIAL GRASS

MADE IN THE USA

Ameriplay



USES

- ▶ General Landscape
- ▶ Lawns
- ▶ Pet Areas
- ▶ Roof Decks
- ▶ Medians
- ▶ Multi-Use Activity Areas
- ▶ Commercial or Residential



PFAS COMPLIANT



LEAD FREE

U-BLADE



SPECIFICATIONS

Pile Height: 1.125"

Turf Gauge: 3/8"

Face Weight: 55 oz./yd²

Backing Weight: 26 oz./yd²

Total Weight: 81 oz./yd²

Stitch Rate: 18.5/10cm

Stitches/M²: 19425

Material/Dtex: PE & PP 10000

Color: Field and Apple Face Fiber With Green and Tan Thatch

Type Of Fiber: PE Monofilament and PP Curled Thatch

Infill Amount: 1.0 lb./psf.

Primary Backing: Premium AST Backing

Tuft Bind: 9+ lb./force (ASTM D1335)

Blade Type: U-Blade

Permeability: 180.3 inches/hr. (ASTM F1551)

Melting Point: 176 °F (ASTM D2859)

Grab Tear MD: >200 lb./force (ASTM D5034)

Grab Tear CMD: >200 lb./force (ASTM D5034)

Roll Width: 15 lf

Roll Length: 100 lf

Sq. Ft. Per Roll: 1500

Total Roll Weight: 927 lbs



5960 Inglewood Drive, Ste.150, Pleasanton, 94588, USA
Toll Free: (800) 617-1453 | www.americansynturf.com



**TÜV SÜD America Inc.**

Product Safety Services

1755 Atlantic Blvd.

Auburn Hills, MI 48326

Phone: (616) 546-4600

IPEMA IMPACT ATTENUATION REPORT – ASTM F1292-22

Participant: American Syn-Turf, LLC
 Main Office Address: 5960 Inglewood Drive Ste 150
 Pleasanton, CA 94588
 Phone: 510-305-0872
 Manufacturing Location ID: Pleasanton, CA
 Commercial Name of product: Ameriplay (2.25in. Pad over Stone)
 Date of Manufacture: Unknown
 No. of samples submitted: See Comments

TUV Report No.: 72187844-4a
 Report Date: 3/20/2023
 Test Date: 3/17/2023
 Selection: ☐ Initial: ☒
 Follow up: ☐ Ref Job:
 Sample Receipt Date: 3/1/2023
 Ambient Air Temperature: 23.6 °C
 Humidity: 26 %

Test Equipment:

Alpha Automation, Triax, TUV System 5: ☐ Environmental Chamber No.: PLYP00069
 Alpha Automation, Triax, TUV System 7: ☒ Calibration Due Date: 8/31/2023
 Accelerometer ID: PLYP00226 Environmental Chamber No.: AE-029
 Accelerometer Calibration Date: 7/18/2022 Calibration Due Date: 8/31/2023

Loose Fill Material Sample Description:

Engineered Wood Fiber: ☐ Un-compacted Depth: _____ Inches
 Loose Fill Wood: ☐
 Rubber Nuggets: ☐
 Rubber Buffings: ☐
 Sand: ☐ Compacted Depth: _____ Inches
 Gravel: ☐
 Other: ☐

Unitary Sample Description:

Tiles: ☐ Total Thickness: _____
 Poured in Place: ☐ Top Layer: _____
 Other: ☐ Base Layer: _____

Turf System Sample Description:

Turf: ☒ Turf Pile Height: 1.125in. Inches
 Pad: ☒ Pad Thickness: 2.25in. Inches
 Aggregate: ☐ Aggregate: 3.0 Inches
 Infill: ☒ Infill Amount: 2 Lbs./Sq. Ft.
 Infill Type: silica sand

Comments:

1.) Samples submitted (18in. x 18in.): 44 whole pieces and 44 seamed pieces of turf; 20 whole pieces, 20 seam pieces and 20 intersection pieces of 2.25in. pad; 200lbs Infill.
 2.) System description: AmeriPlay 55oz. turf (1.125in. pile), over 2.25in. pad, Infilled with 2lbs./sq. ft. silica sand Infill, tested over 3.0in. compacted stone Total system thickness/depth 6.375in.
 3.) Test performed at Center of Turf/Center of Pad location, as determined in report 72187844-4b.

The maximum critical fall height of the above described sample was determined to be: 8 Ft.

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.

Sample in compliance with ASTM F1292-22 at the temperature and rating specified?

Yes ☒No ☐Signature: Timothy Szechler

Title: Project Engineering Technician

Date: 3/20/2023

Reviewed by: [Signature]

Title: Regional Manager

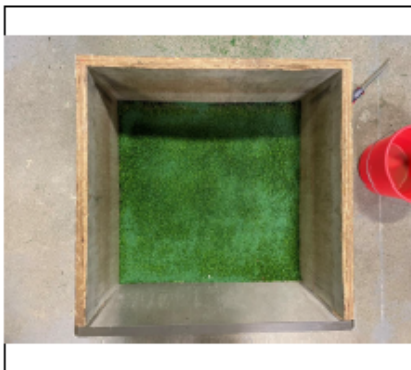
Date: 3/20/2023

Participant: American Syn-Turf, LLCTUV Report No: 72187844-4aManufacturing Location ID: Pleasanton, CATest Date: 3/17/2023

Drop	Critical Fall Height (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)				
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	
1	8	141	901	22.7	8.01	134	815	22.7	8.01	115	661	22.7	8.01	
2	8	151	987	22.7	8.01	137	840	22.7	8.01	120	692	22.8	8.08	
3	8	147	956	22.7	8.01	131	794	22.7	8.01	127	739	22.7	8.01	
Average		149.0	971.5			134.0	817.0			123.5	715.5			
Measured Surface Temperature		-2°C	Max. Change from reference + 5°C, (5°F)				23°C	Max. Change from reference + 3°C, (5°F)				46°C	Max. Change from reference -3°C, (-5°F)	
Sample Condition:		Dry				Dry				Dry				

Drop	One foot over (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)				
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	
1	9	157	1097	24.1	9.03	131	831	24.0	8.95	135	887	24.1	9.03	
2	9	157	1093	24.1	9.03	136	883	24.1	9.03	130	835	24.1	9.03	
3	9	171	1198	24.2	9.10	146	962	24.1	9.03	145	952	24.2	9.10	
Average		164.0	1145.5			141.0	922.5			137.5	893.5			
Measured Surface Temperature		-2°C	Max. Change from reference + 5°C, (5°F)				23°C	Max. Change from reference + 3°C, (5°F)				47°C	Max. Change from reference -3°C, (-5°F)	
Sample Condition:		Dry				Dry				Dry				

Drop	One foot under (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)				
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	
1	7	127	791	21.2	6.99	108	618	21.3	7.05	103	564	21.2	6.99	
2	7	134	805	21.2	6.99	116	643	21.3	7.05	108	572	21.3	7.05	
3	7	134	791	21.2	6.99	116	623	21.2	6.99	110	574	21.3	7.05	
Average		134.0	798.0			116.0	633.0			109.0	573.0			
Measured Surface Temperature		-3°C	Max. Change from reference + 5°C, (5°F)				22°C	Max. Change from reference + 3°C, (5°F)				46°C	Max. Change from reference -3°C, (-5°F)	
Sample Condition:		Dry				Dry				Dry				





A different kind of infill. Envirofill® is composed of naturally occurring silica sand found only in the Hickory Formation in central Texas. Its highly rounded quartz core resists compression so it doesn't continue to compact over the life of your lawn.

It's cool. Envirofill's natural heat reducing properties have been proven to lower synthetic lawn surface temperatures as much as 25%. And it resists changes brought on by even the harshest weather conditions, so your lawn is always a beautiful surface to relax or play.

It's cleaner. Microban® antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria, mold, and mildew that can cause stains, odors, and product deterioration.

It's reusable. With its inherent durability and reusability, Envirofill has the potential to be reused as infill long after the turf wears out.

PRODUCT DATA ENVIROFILL® 12-20			
Physical properties	Measure	Test Method	Value
Dimensions	98.6% Retained 12-20 mesh sieves		
Materials	99.6% Silicon Dioxide, Pigment and Acrylic		
Hardness	Mohs Scale		6-8
Roundness	Krumbein Shape	ISO13503-2/API RP19C	0.7+
Density	lbs/cf	ASTM F-1815-06	110
Flammability		ASTM E648	Non-flammable
Dust			Negligible
Angle of Repose		ASTM C1444	±30 degrees
TCLP Metals Content	mg/kg	ASTM 6010	<Min Detectable Levels
Abrasiveness	Index	ASTM F 1015	26+/-2
Coefficient of Friction	Direct	ASTM F 1551	0.80 dynamic
Packaging	50lb bags or 3000lb Super Sacks		

Envirofill's exclusive partnership with Microban® provides an added level of antimicrobial protection for the lifetime of your lawn.

For more information visit www.xgrass.com or call 877-881-8477

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envirofill
HIGH PERFORMANCE INFILL

Microban
antimicrobial protection

EXHIBIT B (WARRANTY INFORMATION)



Polygreen Foam Warranty

POLYGREEN FOAM warrants to the first owner ("Owner") of the facility at which Polygreen Foam Pad recycled closed cell-foam playground or sportsfield underlayment panels (Panels) have been installed that the Panels are warranted against, cracking, shattering, or deteriorating under normal and proper use and shall be free from defects in material and workmanship for a period of eight (8) years after date of installation ("Warranty Period"). POLYGREEN FOAM also warrants that the Panels will not compress by more than fifteen percent (15%) during the Warranty Period as long as they are not subjected to stress loads in excess of those that ordinarily occur during use for athletic performance [35 pounds per square inch].

This Limited Warranty shall be effective only if the Owner gives POLYGREEN FOAM reasonable notice of any claim under this Limited Warranty and an opportunity to inspect the Panels with respect to which the claim is made. If POLYGREEN FOAM determines that any Panels do not conform to the Limited Warranty, POLYGREEN FOAM shall replace the non-conforming Panels. Any damage or defect resulting in whole or in part from fire or natural disaster, improper handling, improper use, improper installation, expansion, subsidence, shifting, compression or erosion of, or other defect in, the subsurface or excessive load stress is NOT the responsibility of POLYGREEN FOAM and is NOT covered by this Limited Warranty.

THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE.

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE PANELS FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL POLYGREEN FOAM BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ANY PANELS.

Administrative Offices
205 Boring Drive
Dalton, GA 30721
877-302-8625
Fax 417-681-0366

Manufacturing Facility
325 Jay Street
Coldwater, Michigan
877-302-8625
Fax 417-681-0366

POLYGREEN FOAM
325 JAY STREET COLDWATER, MI 49036
P: 1-877-302-8625 F: 417-681-0366
WWW.POLYGREENFOAM.COM



WISDOM PLAYGROUND

Limited Lifetime Warranty

Wisdom Playgrounds Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below

LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

Basic Clause:

Lifetime Limited Warranty on all aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts against structural failure due to material or manufacturing defects.

Lifetime Warranty

Wisdom Playgrounds offers a lifetime warranty on all hot-dipped galvanized or stainless steel parts and high-density polyethylene (HDPE) panels.

15-Year Limited Warranty

On all steel arches, robinia and erythrophleum wood parts, high-pressure laminate (HPL) parts, all plastic components (including edging), all aluminum and steel components not covered above, climbers, outdoor musical instruments, decks and coatings (except Wiggle Ladders, Chain Ladders, and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence. Pre-galvanized posts with painted top layer, painted surface on galvanized or aluminum metal parts, electro-galvanized metal, molded PP decks, solid or hollow plastic parts, transparent polycarbonate types, (PC) parts, wood-plastic composite (WPC) parts, larch, pine and other wood types, rope and net constructions.

8-Year Limited Warranty

On climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty

Cable Connections, cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects, and PVC coating against cracking or peeling. Resin-coated plywood parts, springs and ball-bearing assemblies, graphic print on PC panels, concrete parts. Does not cover damage that may be associated with the natural characteristics of bamboo aging, including but not limited to; discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

Our 5-year warranty on shades encompasses protection against any manufacturer defect or malfunctions that may arise during the specified period including shade structure moving parts, cables and materials not specifically listed elsewhere.

3-Year Limited Warranty

On all moving parts i.e.: all swing seats and hangers, mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, trolleys and bumpers, Coil Spring, including gliders, belting material, resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

2-Year limited Warranty

On all moving plastic or metal parts, rubber membranes, sunshade or sail solutions not falling into the category above.



WISDOM PLAYGROUND

Special Clause:

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the play structures and/or equipment are erected to conform with the Wisdom Playgrounds installation instruction and maintained according to the maintenance procedures furnished by Wisdom Playgrounds Inc.

Natural Wood Items:

Please note that all natural wooden components of our playgrounds, except those explicitly described above, are not covered under this warranty. Wood is a natural material, and as such, it is subject to natural behaviors such as twisting, cracking, splintering, and other changes in appearance or structure due to varying environmental conditions, including dryness and moisture. These changes are part of the uncontrollable nature of wood and do not affect the integrity or safety of the structure. Therefore, such occurrences are not considered defects and are excluded from coverage under this warranty.

Please be advised that all natural wood components of our playground structures, unless explicitly stated in this document, are excluded from warranty coverage. Wood, as a natural material, is inherently susceptible to a range of environmental factors that may cause alterations in its physical properties. These alterations may include, but are not limited to, twisting, cracking, splintering, and changes in appearance or structure resulting from exposure to moisture, dryness, and other atmospheric conditions. These natural processes are not indicative of material defects and do not compromise the overall structural integrity or safety of the equipment.

It is important to note that these inherent characteristics of wood are uncontrollable and cannot be mitigated by standard manufacturing practices. As such, these conditions shall not be deemed as defects or faults, and

therefore are excluded from warranty coverage.

For a comprehensive explanation of warranty coverage, including the treatment of wood materials in conjunction with steel components, please refer to our full warranty documentation. The warranty for items incorporating both wood and steel may differ and is subject to additional terms and conditions specific to each material's interaction.

Buyer Remedy:

If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Wisdom Playgrounds Inc. in writing at 2140 S Dupont Highway, Camden City, Kent, Delaware 19934. Wisdom Playgrounds Inc. may elect to inspect the alleged defect at the Buyer site or at the Wisdom Playgrounds facility. Buyer shall not return products to Wisdom Playgrounds Inc. unless authorized by Wisdom Playgrounds Inc. to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer expense. Upon verification of warranty coverage, Wisdom Playgrounds Inc. may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Wisdom Playgrounds Inc.'s limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in the State of Delaware.

Limitations:

All warranty periods begin on the date of Wisdom Playgrounds Inc. invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Wisdom Playgrounds Inc. or a Wisdom Playgrounds Inc. authorized reseller, and are not transferable. Warranties apply only to Wisdom Playgrounds Inc. products that are erected and installed in conformance with Wisdom Playgrounds Inc. installation instructions, and that are maintained and inspected in conformance with Wisdom Playgrounds Inc.



WISDOM PLAYGROUND

maintenance and operational instructions.

Warranties specifically do not cover Wisdom Playgrounds Inc. products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non- Wisdom Playgrounds Inc. parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Wisdom Playgrounds Inc. does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLERS' PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH

THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PART



PRODUCT WARRANTY

One Hundred (100) Year Limited Warranty

- On all aluminum and steel upright posts, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship
- On hardware against structural failure due to deterioration, corrosion, or workmanship

Fifteen (15) Year Limited Warranty

- On all rails, rungs, rigid climbers, loops, and decks against structural failure due to deterioration, corrosion, or workmanship
- On all HDPE and roto-molded plastic components against structural failure due to materials or workmanship

Three (3) Year Limited Warranty

- On all blow-molded plastic components against structural failure due to materials or workmanship

One Year (1) Limited Warranty

- On all moving parts against structural failure due to materials or workmanship
- KidsTale warrants to its original customer for as long as the original customer owns the product and uses the product with normal use and installation in accordance with published specifications to be free from defects in materials and workmanship
- This warranty does not cover damages from misuse, vandalism, modified parts, or damages such as dents, scratches, fading/weathering, and normal wear and tear
- Warranty claims must be filed within the applicable warranty period. Warranty parts will be shipped free of charge to the original destination. Warranty does not include the cost of labor for the part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part



6419-K Toledo St | Houston, TX 77008 | 1+(844) KidsTale

Warranty on Construction

VersaSport LLC extends a 12 month warranty on construction of improvements in the contract. That time period starts at acceptance of the project.

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EXHIBIT C

CITY OF BEL AIRE, KANSAS MANDATORY TERMS AND CONDITIONS

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Contractor/Consultant/Vendor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted, such acceptance to occur upon delivery, as conforming goods or services by an authorized City official, the City will approve payment to the Contractor net thirty (30) days from the date of Contractor's undisputed invoice, of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished to Contractor.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute

requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.). Contractor agrees to indemnify, hold harmless and defend City against any third party claims for personal injury, death or tangible property damage resulting from Contractor's negligence, reduced to the extent of any other party's negligence, provided Contractor is provided reasonable notice regarding such claim and has the sole right to select and direct counsel and settle the claim; City shall consent to the settlement, such consent shall not be unreasonably withheld, delayed, or conditioned.
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. Subject to the limitations herein, the Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised. Contractor shall maintain the following insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City, such consent shall not be unreasonably withheld, delayed, or conditioned.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Either Contractor or City shall be in default of this Contract in the event that either Contractor or City (i) applies for or consents to the appointment of a receiver, trustee or

liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by either Contractor or City for the purpose of accomplishing any of the above actions.

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence; is a result of a force majeure event, or is mutually approved between the Contractor and City. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. Neither Contractor or City shall be liable for damages caused by delay in performance and the remedies of the parties set forth in this agreement are exclusive. The parties agree that neither party shall be subject to incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.
20. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction,

alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
- d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
- e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall

be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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EXHIBIT D

CITY OF BEL AIRE, KANSAS MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor/Consultant/Vendor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and

complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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