



Purchasing

VENDOR AGREEMENT CITY OF BURLESON, TEXAS

This Vendor Agreement (the “Agreement”) is hereby entered into by and between **JOHNSON FITNESS & WELLNESS** (the “Vendor”), and the City of Burleson, a Texas home-rule municipality (the “City”), for the purchase of purchase of new fitness equipment and related services.

WHEREAS, the City has identified several pieces of fitness equipment at the Burleson Recreation Center (BRiCk) that are at the end of life and require replacement; and

WHEREAS, the City recognizes an additional need for new inclusive equipment and accessories to best serve BRiCk members; and

WHEREAS, the City has determined Johnson Fitness & Wellness offers the best value for new and replacement fitness equipment; and

NOW, THEREFORE, the City and Vendor agree that the recitals above are true and correct, and further agree mutually agree as follows:

1. Vendor agrees to furnish and deliver to the City, the goods or services requested by the City as further detailed in Vendor’s bid/proposal attached to this Agreement as **Exhibit A**.
2. The City agrees to pay Vendor for the goods or services at the prices shown on Exhibit A, which are incorporated into this Agreement by reference as if fully set forth herein.
3. Payments under this Agreement shall be in the amount of **EIGHTEEN THOUSAND, FIVE HUNDRED SIXTY-EIGHT AND 79/100 DOLLARS (\$18,568.79)**.
4. The term of this Agreement shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Agreement shall be for the purchase of good or services as specified and quoted by the Vendor subject to appropriation of funds by the City.
5. The City shall make payment for goods or services in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor.
6. This Agreement is made and shall be construed according to the laws of the State of Texas, without regard for conflicts of law principles. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Johnson County, Texas. This Agreement is made and is to be performed in Johnson County, Texas.
7. All written notices shall be deemed to have been duly served if delivered in person to an individual, officer, legal representative, or member of the party for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the person giving the notice.
8. **INDEMNIFICATION.** THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY (THE “CITY INDEMNIFIED PARTY”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES

(INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE GOODS OR SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "INDEMNIFIED CLAIMS"), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM THE WRONGFUL ACT OR OMISSION OR NEGLIGENCE OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

9. Governmental Functions/Immunities. The parties hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including, but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.
10. Warranty: All products' and manufacture's warranties and guarantees under the bid/proposal or Vendor guarantees or warranties shall be assigned to the City upon acceptance of delivery.

MISCELLANEOUS

The terms and conditions of any exculpatory or indemnity provisions in the Agreement shall construed in favor of the party being protected and shall survive the termination and completion of the Agreement. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement.

Vendor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the City for any purpose whatsoever, including, but not limited to, entitlement to City employee benefits. Vendor hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder.

The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

This Agreement is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

This Agreement may be executed in counterparts, each of which shall be deemed an original and constitute one and the same instrument.

This Agreement, together with all exhibits referenced herein, embody the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have accepted the terms of this Agreement and caused this Agreement, including the exhibits attached hereto and incorporated herein by reference for all purposes, to be executed as of the dates set forth below.

CITY OF BURLESON, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____

JOHNSON FITNESS & WELLNESS:

DocuSigned by:
By: James Yukawa
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James Yukawa
Name: _____

Title: Regional Commercial Manager

5/12/2025
Date: _____



Johnson Fitness & Wellness

McKenzie Childress (4375)

1600 Landmark Dr.

Cottage Grove , WI 53527

Phone: (972) 632-6089

Fax: () -

Email: McKenzie.Childress@johnsonfit.com

Quote

Quote Order 350-005454

Date 04/29/25

Ship To Information

City of Burleson - BRiCK

Allison Smith

550 NW Summercrest Blvd

Burleson, TX 76028

Work: (817) 426-9629

Email: asmith@burlesontx.com

Bill To Information

City of Burleson - BRiCK

Allison Smith

550 NW Summercrest Blvd

Burleson, TX 76028

Work: (817) 426-9629

Email: asmith@burlesontx.com

Expiration Date: 6/18/2025

Terms: Net 30 Days

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
Cardio Equipment							
1	GO-U2	Expresso GO Upright	Deliver	<input type="checkbox"/>	\$7,295.00	\$5,472.60	\$5,472.60
1	Basic - 3	Expresso GO 3 year sub	Deliver	<input type="checkbox"/>	\$1,795.00	\$2,089.04	\$2,089.04
All Ability Equipment							
1	SA-T635M	SportsArt* T635M Medical Treadmill	Deliver	<input type="checkbox"/>	\$7,195.00	\$6,840.00	\$6,840.00
		*Includes Medical Rail		<input type="checkbox"/>			
1	A370566	Performa Power Mat Platform - Dove Grety 5x7	Deliver	<input type="checkbox"/>	\$4,167.15	\$4,167.15	\$4,167.15
First time Johnson Customer Discount							
1		Install Labor	Deliver	<input type="checkbox"/>	\$9,550.00	\$0.00	\$0.00
1		Factory Freight		<input type="checkbox"/>	\$0.00	\$0.00	\$0.00

Special Instructions:

NON-COOP QUOTE

Omnia Cooperative Members 157521

Item Total: \$18,568.79

Tax: \$0.00

TOTAL: \$18,568.79

Standard Terms and Conditions

- 1. All orders must be prepaid before shipment without approved credit.
- 2. These prices are subject to change after 30 days from document date.
- 3. There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- 4. Any changes on orders must be made within 7 days after the order is accepted.
- 5. Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
- 6. Buyer agrees to promptly file claim for all goods damaged in transit.
- 7. There will be a 25-35% restocking charge on merchandise ordered but not accepted. Special orders are not refundable. Delivery, Set-Up and Freight charges will not be refunded.
- 8. A Preventative Maintenance Agreement is available for all equipment.
- 9. Equipment lease is available with approved credit.
- 10. All unit prices are F.O.B. manufacturer.
- 11. Products purchased without commercial warranties that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Please send check payments to:
DBA Johnson Fitness & Wellness
1600 Landmark Drive
Cottage Grove, WI 53527

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.
I am authorized to order the listed equipment with full understanding
of the payment terms.

Authorized Signature: _____
Print Name: _____
P.O. Number: _____
Date of Acceptance: _____

www.johnsonfit.com/commercial