



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between JOHNSON FITNESS & WELLNESS ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BUYBOARD Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** 764-25, as amended, (the "Agreement") with an expiration date of 03/31/2028.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

REPLACEMENT FITNESS EQUIPMENT FOR THE BURLESON RECREATION CENTER (BRICK) AS OUTLINED IN ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of NINETY THOUSAND, FOUR HUNDRED NINETY-EIGHT AND 60/100 DOLLARS (\$90,498.60) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☒ **Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract**- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on _____.

This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 19TH day of MAY 20 2025 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR: JOHNSON FITNESS & WELLNESS

Digitally signed by

By: James Yukawa

62BA3FF90E4C42F...

Name: James Yukawa

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 350-005453

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
4	VFR60-04	Vision Fitness R60-04 Recumbent Bike	Deliver	<input type="checkbox"/>	\$3,399.00	\$2,067.12	\$8,268.48
2	VFU60-04	Vision Fitness U60-04 Upright Bike	Deliver	<input type="checkbox"/>	\$2,599.00	\$1,563.01	\$3,126.02
2	MD-CC-SC-TC	Muscle D Fitness Stair Climber - Touch Console	Deliver	<input type="checkbox"/>	\$6,995.00	\$6,091.37	\$12,182.74
				<input type="checkbox"/>			
		Strength Equipment		<input type="checkbox"/>			
1	HF-MB-CF-3170-A	Hoist MB CF Flat Olympic Bench With Storage	Deliver	<input type="checkbox"/>	\$1,399.00	\$1,117.29	\$1,117.29
1	HF-MB-CF-3172-A	Hoist MB CF Incline Olympic Bench With Storage	Deliver	<input type="checkbox"/>	\$1,649.00	\$1,316.95	\$1,316.95
1	HF-MB-CF-3177-A	Hoist MB CF Decline Olympic Bench With Storage	Deliver	<input type="checkbox"/>	\$1,649.00	\$1,316.95	\$1,316.95
1	LG3103	Legend 3103 3-Way Utility Bench	Deliver	<input type="checkbox"/>	\$959.00	\$907.53	\$907.53
1	LG3122	Legend Fitness Angled Leg Press	Deliver	<input type="checkbox"/>	\$4,029.00	\$3,811.64	\$3,811.64
1	LG3123	Legend Fitness Hack Squat	Deliver	<input type="checkbox"/>	\$4,409.00	\$3,938.36	\$3,938.36
1	LG3133	Legend 3133 Performance Series Power Cage	Deliver	<input type="checkbox"/>	\$2,529.00	\$2,395.89	\$2,395.89
1	LG3195-R	Legend 3195-R Rubber 8'x6' Lifting Platform	Deliver	<input type="checkbox"/>	\$3,359.00	\$3,176.37	\$3,176.37
1	LG3161	Legend Fitness Ab Crunch Bench	Deliver	<input type="checkbox"/>	\$1,019.00	\$916.44	\$916.44
1	LG3173	Legend 3173 Plate holder/Organizer	Deliver	<input type="checkbox"/>	\$439.00	\$394.52	\$394.52
1	LG3129	Legend Squat Machine	Deliver	<input type="checkbox"/>	\$4,029.00	\$3,595.89	\$3,595.89
1	LG3136-L	Legend Lat Pulldown plate loaded	Deliver	<input type="checkbox"/>	\$1,839.00	\$1,643.84	\$1,643.84
1	LG6004	Legend Fitness LeverEDGE Seated Vertical Row	Deliver	<input type="checkbox"/>	\$3,759.00	\$3,557.53	\$3,557.53
1	LG6001	Legend Fitness LeverEDGE Shoulder Press	Deliver	<input type="checkbox"/>	\$3,549.00	\$3,358.60	\$3,358.60
1	LG6002	Legend Fitness LevelEDGE Incline Chest Press	Deliver	<input type="checkbox"/>	\$2,549.00	\$3,561.64	\$3,561.64
1	LG6007	Legend Fitness LeverEDGE Seated Bicep Curl	Deliver	<input type="checkbox"/>	\$3,989.00	\$3,989.00	\$3,989.00
		<u>***All Strength Ordered in Black Frame/Uph</u>		<input type="checkbox"/>			
		<u>***Legend Strength 12-16 week Lead Time</u>		<input type="checkbox"/>			
				<input type="checkbox"/>			
		Strength Accessories		<input type="checkbox"/>			
1	AOB-2000B	Troy 7' Black Power Bar, 28Mm Dia., 1500Lb.	Deliver	<input type="checkbox"/>	\$450.00	\$317.81	\$317.81
4	TKO-813OB-86MB	TKO Middle Weight Power Bar	Deliver	<input type="checkbox"/>	\$360.00	\$261.37	\$1,045.48

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
1	TROY-TOZ-47	Troy Oly 47" E-Z Curl Bar- chrome	Deliver	<input type="checkbox"/>	\$129.98	\$92.59	\$92.59
1	TROY-AOT-56	Troy Int'l Hex Bar, Dual Grip AOT-56	Deliver	<input type="checkbox"/>	\$287.40	\$219.64	\$219.64
1	TROY-G-MGB	Troy USA Multi-Grip Oly Bar G-MGB	Deliver	<input type="checkbox"/>	\$346.10	\$264.51	\$264.51
1	VTX-SBCB-47	Troy VTX Supra Curl Bar 47 inch	Deliver	<input type="checkbox"/>	\$200.26	\$142.66	\$142.66
3	TKO-256BR-1.5-30	TKO Battle Rope 1.5"-30 feet long, Nylon Covered	Deliver	<input type="checkbox"/>	\$130.00	\$94.38	\$283.14
1	ABS3022	Abs Company Battle Rope	Deliver	<input type="checkbox"/>	\$249.00	\$242.98	\$242.98
1	TKO-260PLB	TKO Plyy Box 12-36 inch	Deliver	<input type="checkbox"/>	\$1,144.00	\$783.56	\$783.56
8	VFW-RGP-5	Vision* Fitness Rubber Grip Plate 5 lb (Each)	Deliver	<input type="checkbox"/>	\$10.00	\$8.22	\$65.76
8	VFW-RGP-10	Vision* Fitness Rubber Grip Plate 10lb (Each)	Deliver	<input type="checkbox"/>	\$20.00	\$16.44	\$131.52
12	VFW-RGP-25	Vision* Fitness Rubber Grip Plate 25 lb (Each)	Deliver	<input type="checkbox"/>	\$50.00	\$41.09	\$493.08
12	VFW-RGP-45	Vision* Fitness Rubber Grip Plate 45 lb (Each)	Deliver	<input type="checkbox"/>	\$90.00	\$73.97	\$887.64
2	VFW-UHX-120	Vision Fitness 120lb Urethane Hex DB (Each)	Deliver	<input type="checkbox"/>	\$480.00	\$287.67	\$575.34
2	VFW-UHX-35	Vision Fitness 35lb Urethane Hex DB (Each)	Deliver	<input type="checkbox"/>	\$140.00	\$83.90	\$167.80
1	HVBG-80	Apollo 80 lb heavy bag	Deliver	<input type="checkbox"/>	\$74.50	\$102.05	\$102.05
1	TKO-522CHBS	TKO Commercial Grade Heavy Bag Stand	Deliver	<input type="checkbox"/>	\$650.00	\$471.92	\$471.92
				<input type="checkbox"/>			
		All Ability Equipment		<input type="checkbox"/>			
1	RB8MAX	NuStep RB8 Recumbent Bike	Deliver	<input type="checkbox"/>	\$5,195.00	\$4,972.10	\$4,972.10
1	NS52421	NuStep RB8 Lap Belt	Deliver	<input type="checkbox"/>	\$125.00	\$117.33	\$117.33
1	NS51056	NuStep RB8 Leg Stabilizer Strap - Large	Deliver	<input type="checkbox"/>	\$55.00	\$52.00	\$52.00
1	T5XR	Nustep T5XR Recumbent Cross Trainer	Deliver	<input type="checkbox"/>	\$6,995.00	\$6,754.45	\$6,754.45
1	51714-TE	Nustep Accessory Essentials Bundle	Deliver	<input type="checkbox"/>	\$1,040.00	\$1,024.66	\$1,024.66
		-Well Grip		<input type="checkbox"/>			
		-Bilateral Leg Stabilizers		<input type="checkbox"/>			
		-Seat Belt		<input type="checkbox"/>			
1	NS20001	NuStep UE8 Pro Upper Body Ergometer	Deliver	<input type="checkbox"/>	\$7,045.00	\$6,654.90	\$6,654.90
1	NS20010	Nustep Accessory Essentials Bundle	Deliver	<input type="checkbox"/>	\$600.00	\$560.00	\$560.00
		-Well Grip Set		<input type="checkbox"/>			
		-Hip Belt		<input type="checkbox"/>			
		-Torso Belt		<input type="checkbox"/>			
		-Floor Mat, Transporter, Accessory Bag		<input type="checkbox"/>			
		First time Johnson Customer Discount		<input type="checkbox"/>			
1		Sales Discount	Deliver	<input type="checkbox"/>	\$8,000.00	\$8,000.00	\$8,000.00
				<input type="checkbox"/>			
1		Install Labor	Deliver	<input type="checkbox"/>	\$9,550.00	\$9,500.00	\$9,500.00
1		Factory Freight		<input type="checkbox"/>	\$0.00	\$0.00	\$0.00

Special Instructions:

BUYBOARD and OMNIA QUOTE
Omnia Cooperative Members 157521
BuyBoard # 764-25

Item Total:

Tax:

TOTAL:

\$90,498.60

\$0.00

\$90,498.60

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