



AGREEMENT FOR EVALUATION OF BARBER SAND CLEANER

This Agreement for one time evaluation of sand cleaning equipment, ("Agreement") is made and effective this TBD day of TBD, 2023.

BETWEEN: **Pokegama Golf Course** ("Client"), with its head office located at: 420 North Pokegama Avenue 3910 Golf Course Road Grand Rapids, MN 55744-2662

AND: H. Barber and Sons, Inc. ("The Company"), a manufacturing corporation organized and existing under the laws of the State of Connecticut, with its head office located at: 15 Raytkwich Drive, Naugatuck, CT 06770

WHEREAS, Client considers that as a manufacturer of sand cleaning equipment, the Company is willing to provide the Barber RADIUS to the Client for a period hereinafter described in accordance with the provisions of this document; and

WHEREAS, Client finds that the Company is qualified to provide equipment for demonstration and evaluation of **bunker, beach, sand cleaning**, all relevant factors considered, and that such performance will complete this contract.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree that:

1. SERVICES TO CLIENT

The Company shall provide the sand cleaning equipment to Client as listed below:

The Company will provide One (1) Barber RADIUS, to the Client for a two (2) week period. Dependent upon shipping, it is anticipated this period will commence TBD, 2023 and end on TBD, 2023. The Official trucker Bill of Lading will validate delivery. The evaluation period will commence the day following delivery. The equipment is to be used at the **Pokegama Golf Course** for **sand cleaning of its bunkers, beach, volleyball court**. The purpose of this contract is for use and evaluation of the Barber RADIUS by the Client in the application of Client's specific sand cleaning. Other than the fact that the Barber RADIUS is successfully used to clean golf course bunkers, beaches, and volleyball courts of its current clients, the Company makes no claims relating to performance, capacity of cleaning or actual cost savings in relation to this evaluation as Client is responsible for operation, maintenance and evaluation of the equipment during the evaluation period. Company makes no representation as to knowledge with laws and regulations relating to such use at Client's location. Client acknowledges that company will arrange shipping of the sand cleaning equipment and that Client is responsible for the proper unloading and loading of the equipment from the shipping vehicle.

2. PAYMENT AND INVOICING

Payment for Services

The Company will be paid as follows: \$1,500.00 plus round-trip shipping (\$1,614.04) for use of the sand cleaning equipment payable in advance by credit

card. This amount is exclusive of state and local taxes, reporting and payment of which are the



responsibility of the Client. If the Barber RADIUS is not returned following the two (2) week evaluation period (having allowed for appropriate return shipping), the Company will charge the Client with an additional \$1,500.00 for each subsequent two (2) week period and will continue to charge the client accordingly until the Barber RADIUS is returned or until the Client has paid the purchase price in full. If the sand cleaning equipment performs to the expectations of the Client and the Client purchases the Barber RADIUS immediately following the evaluation, the Company will apply the evaluation fee and half of the round trip shipping paid as a credit toward the cost of the unit, reducing the purchase price **\$11,951.98** from the 2023 factory direct price of **\$14,259.00** quoted to **Pokegama Golf Course**. If the client purchases the unit within one year of the Evaluation, the Company will credit 50% of the evaluation fee towards the purchase price of the machine to be quoted at that time.

3. STANDARD OF CARE

The Client warrants that its use of sand cleaning equipment will be performed by personnel possessing competency consistent with applicable industry standards and in compliance with the written procedures as set forth in the Operator's Manual for the sand cleaning equipment. The Client will be solely responsible to insuring the proper use and operation by its personnel and incur any and all responsibility for loss or injury relating to their use. The Client agrees to follow guidelines set forth by the Company above.

The Client agrees that it is legally entitled to contract with the Company for sand cleaning equipment at the stated location, within the stated boundaries, at the time and dates indicated on this Contract.

The Company agrees to supply sand cleaning equipment per this Contract and is not responsible for errors and omissions made by the Client. The Client will not hold the Company responsible for errors and omissions regarding the dates and time of Contract, access to the location, conditions of litter collection/disposal, injury or loss relating to improper use by personnel or other information that may or may not be represented to the Company by the Client.

Signed on this, the _____ day of _____ 2023.

For "The Company", H. Barber and Sons, Inc., Title

For "The Client", _____, Title

Credit Card#: _____ Exp. Date: _____ / Security Code _____
MASTER CARD / VISA / AMERICAN EXPRESS (3 or 4 digit)

Cardholder's Signature: _____

Cardholder's Printed Name: _____

Credit Card Billing Address: _____