



TURF TANK™

TURF TANK

Sub-Rental Agreement

CUSTOMER	Company Name Madison Parks and Recreation		Country United States		Phone Number
	Billing Address 100 Hughes Rd	City Madison	State AL	Zip 35758	Rental Order Requisition Number 11825379645
	PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.) 8324 Old Madison Pike		City Madison	State AL	Zip 35758

EQUIPMENT INFORMATION	Equipment Description	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)	New	Used
	Turf Tank ONE Robot	PRO		1	GPS Line Marking Robot	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PAYMENT INFORMATION	Payment Frequency	Number of Payments	Rental Payment	Applicable Sales Tax	Total Rental Payment	Currency	USD	Installation Fee	+ \$1,700
	Quarter Annual Other	6	+ \$16,000	+	= \$96,000	Term (Months)	72	1 st period Payment (After Install)	+ \$16,000
	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		+	+	=	Total Payment Term	\$97,700	Other	+
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		+	+	=			Total Payment Enclosed	= \$17,000

TERMS AND CONDITIONS

- Sub-Rental Agreement:** Madison Parks and R. (name of Customer) (the "Customer" or "You") agree to rent from us (the "Sub-lessor") the equipment listed above and, on any schedule, attached to this Sub-Rental Agreement (the "Equipment"). Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment (see Section 2 below). The Owner has prior to this Sub-Rental Agreement rented the Equipment to the Sub-lessor on a separate rental agreement under which the Sub-lessor is entitled to sublease the Equipment on the Terms and Conditions stipulated in this Sub-Rental Agreement. This Sub-Rental Agreement is effective on the date that it is accepted and signed by us, and the term of this Sub-Rental Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. This agreement shall automatically renew for a term of twelve (12) months (an "Extended Term") unless either party notifies the other party that it wishes to terminate the agreement at least thirty (30) days prior to the expiration of the original term, and thirty (30) days prior to the expiration of any Extended Term. With each additional term, the existing warranty will remain in effect, and the parties agree that the payment hereunder shall be increased by three percent (3%) during each Extended Term. Payments are due upon receipt of invoices issued by Sub-lessor. If the Equipment is delivered prior to the Commencement Date, you agree to pay a prorated amount calculated as a per day rate utilizing the monthly amount hereunder divided by thirty (30). Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. In addition to rental payments, Customer agrees to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment, unless Customer is exempt from paying such taxes and charges by law. Any such applicable charges will be reflected on invoices issued by Sub-lessor.
- Title:** The Owner, Turf Tank ApS, a Danish private limited company validly incorporated under the laws of Denmark with company registration no. 38722436 and its registered address at Lansen 15 DK9230 Svenstrup J, has full and unconditional title to the Equipment. If this Sub-Rental Agreement is deemed to be a security agreement, you grant Sub-lessor – and ultimately the Owner – a security interest in the Equipment and any proceeds therefrom. By signing this Agreement, Customer authorizes Sub-lessor to sign and file Uniform Commercial Code ("UCC") financing statements on the Equipment.
- Equipment Use, Maintenance, Warranties and Data Access:** Sub-lessor hereby transfers to you any manufacturer warranties provided to us and/or the Owner. Said warranty coverage is set forth on Appendix B to this Agreement. Aside from items covered by the warranty, Customer is required at Customer's cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Rental Payments include the cost of maintenance and/or service provided by a third party, Customer agrees that neither Sub-lessor nor the Owner are responsible to provide the maintenance or service and Customer will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact Customer's obligation to pay all the Rental Payments when due. Customer hereby acknowledges and consents to the acquisition by Sub-Lessor of certain data utilized to operate the equipment. Customer agrees that Sub-Lessor may access such data and Sub-Lessor agrees that it will keep all such data strictly confidential and that it will only be used to maintain, repair, or service the Equipment.
- Assignment:** Customer agrees not to transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Sub-Rental Agreement without Sub-lessor's prior written consent. Customer agrees that Sub-lessor may sell, assign, or transfer this Sub-Rental Agreement and the new owner of this Agreement shall have the same rights and benefits Sub-lessor now has and shall not be required to perform any of Sub-lessor's obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.
- Risk of Loss:** Customer is responsible for all risks of loss or damage to the Equipment and if any loss occurs, Customer shall be required to satisfy all of its obligations under this Sub-Rental Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment, and you will reimburse us and/or the Owner and defend us and/or The Owner against any such claims.
- End of Sub-Rental Agreement:** At the end of the rental term, Customer shall return to Sub-lessor or the Owner, as directed by Sub-lessor, the Equipment in good working condition at Customer's cost.
- Default and Remedies:** Customer shall be deemed in default on this Sub-Rental Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under this Sub-Rental Agreement or any other (Rental or Sub-Rental) Agreement with us. If you are in default, we may: a) declare the entire balance of unpaid Rental Payments for the full term under the Sub-Rental Agreement immediately due and payable to us; b) sue you for and receive the total amount due under the Sub-Rental Agreement plus the Equipment's anticipated end of Sub-Rental Agreement fair market value (the "Residual") with future Rental Payments and the Residual discounted to the date of default at the lesser of (i) per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Sub-Rental Agreement, all as reasonably determined by us, or (ii) 3%, plus reasonable collection and legal cost; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of this Sub-Rental Agreement. If the Equipment is returned or repossessed, Sub-lessor shall take reasonable steps to mitigate losses caused by Customer's default. Such steps may include the sale or re-rent of the Equipment, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. Customer shall remain liable for any deficiency with any excess being retained by Sub-lessor.
- Default by the Sub-lessor – subrogation by the Owner:** Should the Sub-lessor default on the rental agreement with the Owner of the Equipment, you accept that the Owner will have the right to subrogate into the Sub-lessor's legal position under this Sub-Rental Agreement and thus become a party (the new lessor) to this Sub-Rental Agreement assuming the same rights and obligations under the Sub-Rental Agreement as the Sub-lessor prior to its default. The Owner will give you a prompt notice of the Sub-lessor's default and that any and all payments pending or due under this Sub-Rental Agreement by you at the time of the Sub-lessor's default can only be made in full discharge to the Owner of the Equipment.
- Attorney Fees and Miscellaneous:** Customer agrees that this Sub-Rental Agreement is a "Finance Lease" as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Owner and agree that you may have rights under this contract with the Owner and you may contact the Owner for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Sub-Rental Agreement was made in Georgia (GA), is to be performed in AL and shall be governed in accordance with the laws of AL. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Cobb County, Georgia. Customer agrees that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location or a location under the control of Customer, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the term of this Sub-Rental Agreement. You agree that a facsimile or electronic mail copy of this Sub-Rental Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Sub-Rental Agreement. In the event that legal action is required due to a breach of this Agreement, the parties hereby agree that the prevailing party in such action shall be entitled to an award of reasonable attorney fees and costs associated with the same.

CUSTOMER GUARANTY & SIGNATURE	<input type="checkbox"/> You agree that this is a non-cancelable Sub-Rental Agreement.			
	Full Legal Name Paul Finley	Title Mayor	Date	Signature

LESSEE ACCEPTANCE	Full Legal Name	Title	Date	Signature

SUB-LESSOR	TURF TANK			
	Turf Tank, 3330 Cobb Parkway NW, Suite 324-380, Acworth, GA 30101, USA.			
	Rental Agreement Commencement	Rental Agreement Number	Date	Accepted by



TURF TANK®

[AL] Madison Parks and Recreation - Pro Subscription - Robot #2

Quote created: January 24, 2023 Reference: 20230124-084735145

[AL] Madison Parks and Recreation

8324 Madison Pike
Madison, AL 35758
United States

Randy D'herde

randy.d'herde@madisonal.gov
+13617288447

Kory Alfred

kory.alfred@madisonal.gov
(256) 772-2553

Comments

We appreciate your continued business!

Hunter Pratt - Gulf Coast Regional Territory Manager Turf Tank



Products & Services

US - Turf Tank Pro Package - Subscription

1 x \$16,000.00 / year
for 6 years

Includes:

- GPS Paint Robot + GPS Package (Includes Android Tablet)
- Continuous Software Improvements
- Free Form Text Creation
- Customized Logo Creation (Available Late 2022)
- Standard Geometry Package
- Extended Geometry Package
- Paint: \$3,000 Allotment of Paint (White)
- (3) Robot Batteries
- Customer Support: 24/7 Monday-Sunday
- Hardware Warranty Program: Full (Includes Consumables)
- (1) Paint System Service Kit/per year: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set.)
- (2) 5.5 Gallon Paint Container for Robot
- (2) 2.5 Gallon Empty Paint Containers
- Customized Robot Wrapping
- (2) Maintenance & Training Visits/Per Year
- Courtesy Robot (If necessary)

US - Turf Tank Pro Package - Upfront Implementation Cost

1 x \$1,700.00

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

Annual subtotal	\$16,000.00
One-time subtotal	\$1,700.00
Total	\$17,700.00

Signature

Signature

Date

Paul Finley, Mayor

Printed name

This quote expires on April 24, 2023

Purchase terms

Questions? Contact me



Hunter Pratt

Gulf Coast Regional Territory Manager

hunter.pratt@turftank.com

+12254089450

Turf Tank

3330 Cobb Parkway NW Suite 324-380

Acworth GA 30101

United States



Turf Tank Warranty

Component List - Warranty parts

Parts	Basic	Plus	Pro
Control Unit	√	√	√
Front Console	√	√	√
Harness	√	√	√
Rover	√	√	√
Base Station	√	√	√
Tablet	√	√	√
Robot Chassis	√	√	√
Wheel Motors	√	√	√
Battery Box	√	√	√
Main Breaker 30 amp			√
Actuator			√
Safety Bumper - Front			√
Safety Bumper - Rear			√

Above Warranty does not cover breakdowns and general repairs directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.

All components are only covered in year 1 of the warranty, coverage of components in followings years shown in above table.

- Basic warranty depending on subscription duration
- Plus warranty depending on subscription duration
- Pro warranty depending on subscription duration

Turf Tank Service Agreement

Service Component List - Wear and tear parts

Parts	Basic	Plus	Pro
Solenoid			√
Pump			√
Suction rod			√
Hoses			√
Deflector			√
Disc			√
Wheels			√
Robot Battery			√
Courtesy robot (If necessary)			√

Basic & Plus Service Agreement: No service components covered

Basic & Plus Service Agreement: All extra wear and tear parts listed above will have 20% discount to listed price within 30 days of install date. Labor costs for changing the components will not be covered by the service agreement.

Pro Service Agreement: Customer will receive 1 "Service Kit" in the start of the subscription and will also receive 1 "Service Kit" listed below one time per year. Labor costs for changing the components will be covered.

Service Kit: Includes 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set. Available for separate purchase as well at discounted rate.



Intelligent Marking USA, Inc. dba Turf Tank

8790 F Street, Suite 830, Omaha, NE 68127

Phone: 877-396-4094 | billing@turftank.com

BUSINESS CONTACT INFORMATION

Company Name			
DBA (if different)			
Invoice/AP Contact			
Invoice/AP Phone	Fax	Invoice/AP Email	
Address			
City	State	ZIP Code	
Are you sales tax exempt? ____ Yes ____ No		Tax Exempt #	
Purchase order Required? ____ Yes (Please attach) ____ No Purchase Order Number: _____			
Payment Options			
ACH Payment or Credit Card (Preferred Payment Method)	____ Yes ____ No <i>Option available via emailed invoice.</i>		*If ACH/CC is selected, you will be automatically enrolled in recurring auto payments after the first payment unless you opt out. Opt Out: ____ Yes ____ No
Check	____ Yes ____ No		<i>Send checks to address provided above</i>

1. All invoices are to be paid 30 days from the date of the invoice.

2. If tax exempt certificate required.

Signature: _____

Printed Name: **Paul Finley, Mayor**

Date: _____

TURF TANK® SHIPMENT CONFIRMATION



LTL DELIVERY

TYPES OF ITEM:

- ☐ Turf Tank Robot
☐ Full Pallet of Paint



LTL Shipping Address:

Org. Name:

Address:

City, State, Zip:



SMALL PARCEL DELIVERY

TYPES OF ITEM:

- ☐ Battery
☐ Pump

Small Parcel Delivery Address:

Org. Name:

Address:

City, State, Zip: