

TO: Board of Commissioners  
 FROM: Michelle Artis, Parks Plus Fitness Manager  
 Daniel Novak, Superintendent of Special Facilities  
 THROUGH: Andy Bendy, Director of Special Facilities  
 RE: Fitness Equipment Purchase  
 DATE: June 25, 2019



**SUMMARY:**

Parks Plus Fitness Center equipment inventory includes four (4) Precor Ellipticals purchased in or before 2006. The ellipticals have an average life/usage expectancy of 6-8 years. Our current elliptical inventory is extremely outdated, and parts for repair are no longer available. In an effort to meet fitness trends and to serve our members at high level, we are looking to purchase four new ellipticals featuring touch screens and interactive console. Pricing quotes for the elliptical purchase were received from Johnson Health Tech (Matrix), Foundation Fitness (Precor), and Director Fitness (True).

Company (Equipment Brand)	Unit Price	Quantity	Shipping Cost	Installation	Warranty	Total
Johnson Health Tech (Matrix)+ / *	\$4,674.00	4	\$1,271.00	N/A	3 years Parts & Labor	\$19,967.00
Foundation Fitness (Precor)	\$5,127.14	4	\$450.00	\$1,200	2 years Parts & 1 Year Labor	\$22,158.56
Direct Fitness (True)	\$5,795.00	4	N/A	N/A	3 Years Parts & Labor	\$23,180.00

+ Johnson Health Tech is offering a buy back option on our current 2006 Precor Ellipticals at \$250.00 per unit. Staff has researched online and this is very comparable to what used models of this type are being sold on Ebay and other auction sites. At this point very minimal inventory exists of this model and most are being scraped for parts. Price above reflects the \$1,000 credit.

\* Staff and clients favor the Matrix Ascent A7XE-06 (Johnson Health Tech) following a demo at Parks Plus Fitness Center that was met with positive reviews.

**REVENUE OR FUNDING IMPLICATIONS:**

The 2019 operating budget for Park Plus Fitness Center includes \$40,000 for equipment replacement and repairs. We have currently spent \$5,000 on a purchase of a Stairmaster, \$35,000 remains in the budget.

**ATTACHMENTS:**

Pricing quotes from Johnson Health Tech, Foundation Fitness, and Direct Fitness.

**RECOMMENDATION:**

Staff recommends the purchase of four (4) Matrix Ascent A7XE-06 ellipticals with touch screen capability for a total price of \$19,967.00.

# QUOTE

# MATRIX

**Date:** 06/27/2019  
**Quote #:** QUO-64523-W0B8K5  
**Expires On:** 07/27/2019

**Primary Sales Contact**  
 Seth Kok  
 P: 608-630-3670 F:  
 seth.kok@matrixfitness.com

**Alternate Sales Contact**  
 Brenda Wesa  
 P: 608-839-6065 F: 608-839-6066  
 Brenda.Wesa@johnsonfit.com

**Bill To:**  
 Wheaton Park District - Parks Plus  
 1777 S Blanchard St  
 Wheaton, IL 60189-8236  
 US

**Ship To:**  
 Wheaton Park District - Parks Plus  
 1777 S Blanchard St  
 Wheaton, IL 60189-8236  
 US

<b>Comments:</b>
Matrix warranty: 3 years for parts & labor.
Trade-in discount is for (4) used Precor ellipticals.
<b>Shipping Notes:</b>
Freight rate includes delivery & installation.

Qty	Model Number	Description	List Price	Net Unit Price	Ext. Price
4	A7XE-06 WVA	Matrix Ascent, A7XE-06 WVA	\$13,280.00	\$5,299.00	\$21,196.00
4		Asset Management Data Fee	\$69.00	\$0.00	\$0.00

List Price Total	\$53,396.00	Equipment Sales Price	\$21,196.00
Customer Savings	\$32,200.00	FRT/ASM/DEL	\$1,271.00
		Used Equipment Trade In Discount	(\$1,000.00)
		Matrix Partnership Discount	(\$1,500.00)

<b>Customer Subtotal (before tax)</b>	<b>\$19,967.00</b>
<b>Tax (Estimated,subject to change)</b>	<b>\$0.00</b>
<b>Total Amount Due (USD)(including tax)</b>	<b>\$19,967.00</b>

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:  
**Johnson Health Tech North America Inc**

**USPS only**  
Johnson Health Tech NA Inc  
27829 Network Place  
Chicago, IL 60673-1278

**Fed-Ex, UPS, etc**  
JPMorgan Chase  
c/o Johnson Health Tech NA Inc. L BX # 27829  
131 S. Dearborn, 6th Floor  
Chicago, IL 60603

**Quote #:** QUO-64523-W0B8K5

**Quote Amount:** \$19,967.00

**Payment Terms:** 100% PTS

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Facility Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Please initial that you have received a full copy of the 'Terms and Conditions', and that you accept those terms.

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

## JHTNA TERMS AND CONDITIONS OF SALE

1. **Acceptance and Governing Provisions.** This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation ("JHTNA"), to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Order and the attached JHTNA Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirements (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires 30 days from its date or upon JHTNA's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

2. **Payment.** 100% of the purchase price is due and must be received by JHTNA before shipment of the Goods, unless Purchaser has been approved for open credit. To apply for open credit, Purchaser must complete the JHTNA Credit Application and submit to [accounts\\_receivable@johnsonfit.com](mailto:accounts_receivable@johnsonfit.com) for review and approval. JHTNA will determine credit based on D&B and Credit Safe Reports in addition to reference checking and review of complete Financials of Purchaser if credit reports and references are incomplete. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within 30 days of Purchaser's receipt of JHTNA's invoice shall be past due. Interest shall be payable at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on all amounts past due. In the event JHTNA's invoice is not paid according to the terms herein or in the invoice, Purchaser agrees to pay all costs of collection before and after judgment, including actual attorneys' fees. If in JHTNA's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open account, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. **Taxes and Other Charges.** Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between JHTNA and Purchaser shall be paid by Purchaser in addition to the prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

4. **Delivery, Claims and Force Majeure.** Delivery of products to a carrier at JHTNA's facility or other loading point designated by JHTNA shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within 5 business days after Purchaser's receipt of shipment; and Purchaser's failure to give such written notice to JHTNA shall constitute the unqualified acceptance of, and a waiver of all such claims by, Purchaser. Claims for loss or damage to Goods in transit shall be made to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and 30 days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause beyond JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Purchaser's exclusive remedy for such delays and for JHTNA's inability to deliver for any reason shall be rescission of the affected order by Purchaser providing written notice to JHTNA of Purchaser's decision to rescind the order prior to delivery of the Goods.

5. **Cancellation or Modification.** Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. In no event shall Purchaser cancel or modify its order after delivery of the Goods. Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, out-of-pocket expenses and loss of profit and allocable overhead. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. **Changes.** JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, nonavailability or shortages of materials from suppliers or price changes.

7. **Warranties.** JHTNA warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship, under normal use and service, for a time period in accordance with JHTNA's published warranty for the product then in effect at the time the order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option. Such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy hereunder and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within 10 days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

### **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. **Returns.** Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

9. **Patents, Trademarks and Copyrights.** JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products, (ii) modify the products to render them noninfringing, (iii) replace the products with noninfringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any products furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of products sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

10. **Consequential Damages and Other Liability; Indemnity.** JHTNA's liability hereunder and with respect to the Goods sold hereunder shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

**JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.**

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such damages. Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in connection with the Goods sold hereunder and based on product or service defects not proven to have been caused solely by JHTNA's negligence.

11. **Security Agreement.** This Agreement constitutes a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom without any liability for suit, action, or other proceeding. Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

12. **Landlord's Liens.** If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

13. **Technical Information.** Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

14. **Spacing Behind Treadmills.** Per industry safety standards (ASTM F2115 and EN ISO 20957-6), JHTNA hereby notifies Purchaser of the need to locate treadmills with a 2 meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although JHTNA is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from JHTNA, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release JHTNA and its affiliated companies, including Johnson Health Tech Co., Ltd, and all of their officers, shareholders, employees, insurers and representatives (collectively, "the JHTNA Parties") from, and indemnify the JHTNA Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

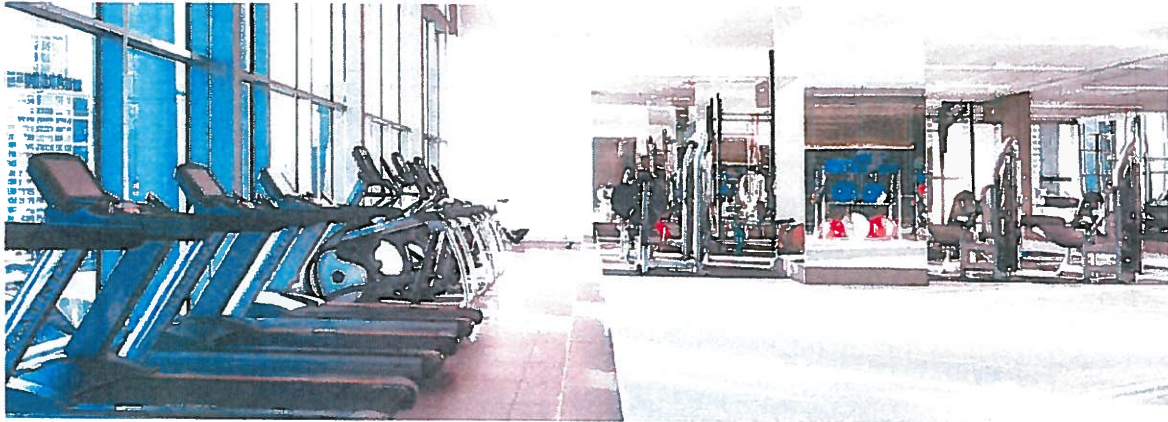
15. **Purchaser's Property.** Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

16. **Governing Law and Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims.

17. **Remedies Cumulative.** Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

18. **Confidentiality.** Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

19. **Entire Agreement.** This Agreement, including JHTNA's Order and JHTNA's Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirement which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser.



**Version 1**

**QUOTE #FF4461**

**Bill To:** Parks Plus  
 1777 s Blanchard  
 Wheaton IL 60189  
 United States

**Ship To:** Parks Plus  
 1777 s Blanchard  
 Wheaton IL 60189  
 United States



**Prepared By:**

**Contact:**  
[martis@wheatonparks.org](mailto:martis@wheatonparks.org)

Jeremy Bloom  
[jbloom@foundationfitness.net](mailto:jbloom@foundationfitness.net)

**Date:** 6/21/2019  
**Expires:** 10/19/2019

## Product

	Description	Qty	List Price	Unit Price	Extended Price
TR-XS1000 	True Fitness Spectrum (Must add console)	4	\$7,299.00	\$4,748.57	\$18,994.28
TR-CUI16 	True Fitness Envision Console - Capacitive Touchscreen	4	\$2,400.00	\$378.57	\$1,514.28
***	Warranty Type Commercial Frame Lifetime Parts 3 Years Labor 3 Years				

**Total Product** **\$20,508.56**

## Quote Summary

Description	
Product Subtotal	\$20,508.56
Installation	\$1,200.00
Shipping	\$450.00
Terms	50% Down 50% upon Installation
Estimated Sales Tax	\$0.00
Total Savings	\$18,287.44
<b>Total</b>	<b>\$22,158.56</b>

Remit check payments to: 606 SW 9th Avenue, Portland, OR 97214. For credit card payments, please call 855-505-9538 or request a credit card authorization form from your Sales Representative. A 2% fee will be assessed on all credit card payments. For additional payment options please contact accounting @foundationfitness.net.

Acceptance of Goods and Returns: All orders are subject to acceptance by Foundation Fitness. Acceptance of orders, is based on the express condition that Buyer agrees to all terms and conditions herein. Acceptance of delivery by buyer will constitute Buyer's assent to these terms and conditions. Buyer agrees to pay Foundation Fitness LLC. (a) restocking fee of 20% of the sales price of the return items, and (b) all shipping charges, including return shipping costs.

Entire Agreement: The provisions contained within this document constitute this entire agreement between the parties listed above and supersede all previous communications representations and agreements, either verbal or written between the parties, with respect to the subject matter contained above.

Prices/Payments: Prices listed are valid for 30 days and are for standard options on strength/cardio equipment unless otherwise specified. Price based on cash or check in advance. Payment for the order is 50% at the time of ordering so that stock may be allocated accordingly, and the remaining 50% due upon delivery of goods, unless specified. This also applies to goods ordered but not in stock at the time of ordering. The total purchase price, includes delivery charges if applicable.

Taxes: All taxes and excises of any nature whatsoever now or hereafter levied by any governmental authority, whether federal, state or local, either directly or indirectly, upon the sale, use or transportation of any goods sold hereunder shall be paid or borne by Buyer.

Security: If Buyer fails to make payment in accordance with the terms of this agreement or any collateral agreement, or fails to comply with any provision hereof, Foundation Fitness LLC reserves the right but is not limited to, execution by Buyer of an installment note, security agreement, financing statement and/or personal guaranty. Buyer is to remain liable for all unpaid accounts.

## Acceptance

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Payment Contact: \_\_\_\_\_

Contact Phone: \_\_\_\_\_





600 Tower Road . Mundelein . IL 60060  
 Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

**SALES PROPOSAL**

Quote: 00026133  
 Date: 6/28/2019  
 Expires: 7/28/2019

**Customer Information**

**Sold To:**

Wheaton Park District  
 102 E. Wesley Attn: Vanessa  
 Peca  
 Wheaton, Illinois 60187

**Ship To:**

Wheaton Park District  
 Parks Plus Fitness Center (Community  
 Center-Lower Level) 1777 S Blanchard St.

**Direct Fitness Sales Team:**

Tim Brennan- Managing Partner  
 Ph: (847) 668-2537  
 Fax: (847) 278-4588  
 tbrennan@directfitnesssolutions.com

**Billing Point of Contact:**

Michelle Artis  
 Ph: (630) 510-5135  
 martis@wheatonparks.org

**Delivery Point of Contact:**

Michelle Artis  
 Ph:(630) 510-5135  
 martis@wheatonparks.org

Andrew Miller- Inside Sales  
 Ph: (847) 680-9300  
 Fax: (847) 278-4588  
 salesorders@directfitnesssolutions.com

**CARDIO**

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
4.00	PRE EFX 665.P62.Media (BP)	PRECOR 665 BP Elliptical w/Adjustable CrossRamp & Moving Arms - P62 Console w/Media Adapter - 10" Touchscreen / TV / USB / Audio (PHRCE665B4660EN)	Price includes freight & Installation	\$ 8,595.00	\$ 5,795.00	\$ 23,180.00

<b>SubTotal</b>	\$ 23,180.00
<b>Estimated Tax</b>	
<b>Grand Total</b>	\$ 23,180.00

**Notes**



600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

**SALES PROPOSAL**

Quote: 00026133

Date: 6/28/2019

Expires: 7/28/2019

**Terms & Conditions**

**PAYMENT TERMS:**

*PAYMENT IS DUE IN ADVANCE.* Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

**ESTIMATED DELIVERY DATE:**

4-6 Weeks from Receipt of Signed Proposal.

**DISCLAIMER:**

No representation or statements and no warranties, expressed or implied, other than Manufacturers Warranty, Arises apart from this quote concerning the above items except as stated in writing on this quote. All quotes are valid for 30 days.

**TERMS AND CONDITIONS OF SALE:**

Customer is responsible for the following on Entertainment, Cardio & Strength products: TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation. Installation is not included unless specified. XTV receivers require a CSafe port for power or 110 VAC outlet per piece Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

Please note: Unless product is defective or the return is a direct result of a Direct Fitness Solutions error, a 10% restocking fee for all orders and a 20% restocking fee on all custom orders will be charged. All shipping and installation costs are nonrefundable.

**Quote Acceptance:**

These prices, specifications and conditions are satisfactory and are hereby accepted.

Payment Terms: Net:30

Account Name: Wheaton Park District

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Email or Fax Signed Proposal To:**

Andrew Miller  
 Inside Sales  
 Phone: (847) 680-9300  
 Fax: (847) 278-4588  
 salesorders@directfitnesssolutions.com

*\*\*Please include all applicable purchasing documents. If tax exempt please include exemption certificate.*



**SOLUTIONS**

600 Tower Road . Mundelein . IL 60060

Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

**SALES PROPOSAL**

Quote: 00026133

Date: 6/28/2019

Expires: 7/28/2019

Delivery Information	
Requested Delivery Date: 7/31/2019	Payment Type:
Hours Available to Accept Delivery: asap	Purchase Order #:
Ship Via: DFS Truck	Site Survey Date: 6/21/2019
Ship Via Other:	Floor Plan Included: No
Delivery Point of Contact Name: Michelle Artis	Dimensions of Access Ways: 36
Delivery Point of Contact Phone: (630) 510-5135	Stairs: Yes
Delivery Point of Contact Email: martis@wheatonparks.org	Elevator: Yes
Multiple Delivery Locations: No	Color of Upholstery:
Locations:	Color of Frames:
Possible Delays in Delivery Time? No	Trade-In's? Yes
Delay Reasons:	Third Party Involved? No
	Third Party Purchase Order #: