TURF TANK



Sub-Rental Agreement

~	Company Name Campbell County School	District #1						Country United States		Phone Number		
CUSTOMER	Billing Address 109 N. Gurley Ave				City Gilette	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		State WY	Zip 82716	Rental Order Requis	sition N	umber
3	PALLET DELIVERY Address	s (Estimated Weig	ht: Up to 400	lbs.)	City		\$	State	Zip	Send Invoice to Atte	ntion o	f:
LZ	Equipment Description	Model Number	Serial Nun	nber	Quantity	Description	on (Attach Separa	ate Schedule A If	Necessary)		New	Used
EQUIPMENT INFORMATION	Turf Tank ONE Robot	PRO			1	GPS Line	e Marking Robot				✓	
EQU												
PAYMENT INFORMATION	Payment Frequency Quarter Annual Other	Number of Payments 6 +	Rental Payment \$15,000	Applicabl Sales Tax +		al Rental ment 0,000	Currency Term (Months)	USD 72	Installation F 1st period Pa (After Install Other	ayment + \$15,0		
Z		+		+	=		Total Payment Term	\$91,500	Total Payme Enclosed	ent = \$16,5	00	

TERMS AND CONDITIONS

- 1. Sub-Rental Agreement: Campbell County Schene 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"). Tank ApS (the "Owner") holds full and unconditional tille to the Equipment (see Section 2 below). The Owner has prior to this Sub-Rental Agreement rented the Equipment to the Terms and Conditions stipulated in this Sub-Rental Agreement tented 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 encreased 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 are due upon receipt of invoices is 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.
- 2. <u>Title</u>: The Owner, Turf Tank ApS, a Danish private limited company validly incorporated under the laws of Denmark with company registration no. 35722436 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.
- 3. 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 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.
- 4. <u>Assignment</u>: 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.

- 5. <u>Risk of Loss</u>: 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.
- 7. <u>Default and Remedies</u>: 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 immidately 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 or 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 Agream yill out 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.
- 8. 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 adl 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 WY and shall be governed in accordance with the laws of WY. Any action arising out of this Agreement shall be adjudicated in a court of competent judication 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 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

≥	You agree that this is a non-cancella	able Sub-Rental Agreement.		
CUSTOMER GUARANTY & SIGNATURE	Full Legal Name	Title	Date	Signature
щ				
LESSEE ACCEPTANCE	Full Legal Name	Title	Date	Signature
ACC				
NC	TURF TANK			
:880	Turf Tank, 3330 Cobb Parkway NW, Suite	324-380, Acworth, GA 30101, USA.		
SUB-LESSOR	Rental Agreement Commencement	Rental Agreement Number Date	Accepted b	y
٠,				



[WY] Campbell County School District #1 - New Deal

Quote created: February 1, 2023 Reference: 20230201-155443367

[WY] Campbell County School District #1

1000 West 8th Street Gillette, WY 82716 United States **Sean Mathes**

smathes@ccsd.kl2.wy.us 3076822750

Comments

Daniella Vargas - Regional Territory Manager - Colorado, Wyoming, Utah Turf Tank



Products & Services

US - Turf Tank Pro Package - Upfront Implementation Cost

1 x \$1,500.00

Includes:

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

US - Turf Tank Pro Package - Subscription

1 x \$15,000.00 / 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)

Total \$16.	.500.00
One-time subtotal	51,500.00
Annual subtotal \$15	5,000.00

Signature	
Signature	Date
Printed name	
Countersignature	
Countersignature	Date
Printed name	

This quote expires on February 28, 2023

Purchase terms

You will have the option to pay your subscription on a monthly, quarterly (3-month), semi-annual (6-month) or annual basis (12-month). Our contract guarantees our prices will not increase for at least 6 years from the time you sign your contract. The implementation fee is a one-time cost that covers shipping, training and production costs. Please note, your lease and f rst invoice will not off cially start until AFTER you have received your tank and successfully completed installation/training with our Operations Engineer. Buyout options are also available at your request.

Questions? Contact me



Daniella Vargas

Regional Territory Manager - Colorado, Wyoming, Utah daniella.vargas@turftank.com +19085104536

Turf Tank

3330 Cobb Parkway NW Suite 324-380
Acworth GA 30101
United States

Intelligent Marking USA, Inc.



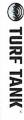
dba Turf Tank

Date:

33330 Cobb Parkway NW, Suite 324-380, Acworth, GA 30101 Phone: 877-396-4094 | billing@turftank.com

BUSINESS CONTACT INFORMATION

Company Name					
DBA (if different)					
Accounts Payable Contact					
AP Phone	Fax		AP Email		
Address					
City			State	ZIP Code	
Are you sales tax exempt?	Yes	No	Tax Exempt #		
Purchase order Required?	Yes	No			
		Pay	ment Options		
ACH automatic draft?	Yes	No, if yes .	signed form required		
Credit card auto monthly?	Yes	No, if yes	signed form required		
 All invoices are to be paid 30 days f If tax exempt certificate required. If automatic payments are desired a 					
Signature:					
Printed Name:					



-								
				<			Safety Bumper - Rear	
				<			Safety Bumper - Front	_
				<			Actuator	
				۷			Main Breaker 30 amp	
۷			Courtesy robot (If necessary)	٧	<	<	Battery Box	
ح			Robot Battery	<	<	ح	Wheel Motors	
۷			Wheels	۷	<	۷	Robot Chassis	
<			Disc	۷	۷	۷	Tablet	
<			Deflector	۷	۷	۷	Base Station	
ح			Hoses	۷	۷	۷	Rover	_
۷			Suction rod	۷	۷	<	Harness	1
<			Pump	<	<	۷	Front Console	
٧			Solenoid	٧	٧	٧	Control Unit	
Pro	Plus	Basic	Parts	Pro	Plus	Basic	Parts	
rparts	Vear and tea	onent List - V	Service Component List - Wear and tear parts		Component List - Warranty parts	nent List - Wa	Compo	
	ık Service Agreement	ank Service	Turf Tan		rranty	Turf Tank Warranty	7	

All components are only covered in year 1 of the warranty, coverage of components in followings

Basic warranty depending on subscription duration • Plus warranty depending on subscription

duration • Pro warranty depending on subscription duration years shown in above table. owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and

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.

Basic & Plus Service Agreement: No service components covered

Service Kit: Includes 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set. Available for seperate

will be covered.

puchase as well at discounted rate.

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

improper storage.

Above Warranty does not cover breakdowns and general repairs directly caused by the