



# TURF TANK®

WWW.TURFTANK.COM

10/1/2021

To whom it may concern –


Please accept this letter as our assurance and validation that:

**Sole Source Statement:**

Turf Tank is the exclusive sole distributor in North America for the Intelligent One Field Marking Robot manufactured by Intelligent Marking. In addition, this product is considered a "sole source" provided product in that only the ION Robot incorporates the integration of an on-site ground base station, eliminating the reliance of a 3rd party network provider to operate. Additionally, this product is designed as a 4-wheeled autonomous GPS robot, creating the highest level of accuracy and stability for the consumer.

Additionally, Turf Tank is the sole source of providing the warranty, service, support and upgrades which is built into the Customer Care Plan that is billed annually to the customer.

Sincerely,

  
\_\_\_\_\_  
**Jason Aldridge**

President of U.S. Operations

Turf Tank

877-396-4094 (Office)

[Jason@TurfTank.com](mailto:Jason@TurfTank.com) | [www.TurfTank.com](http://www.TurfTank.com)



Signed in presence of  
**NOTARY PUBLIC**

This 18 day of November 2021

Taylor Waldrip



**Turf Tank USA Inc.**



**TURF TANK™**

**Sub-Rental Agreement**

**Appendix to Sub-Rental Agreement on Turf Tank One autonomous line marking robot**

**Appendix (A) – Annual Appropriation Clause**

You believe that funds can and will be obtained in amounts sufficient to make all Rental Payments during the Rental term in each fiscal year. If your official governing body does not allow you funds for the succeeding fiscal year to continue such payments under the Sub-Rental Agreement, you may terminate the Sub-Rental Agreement at end of the current fiscal year, by giving (90) days prior written notice to us. Upon termination of the Sub-Rental Agreement, you will be responsible for the payment due prior to the end of the 90-day notice period referred to above. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in the Sub-Rental Agreement.

**For the Customer:**

**For the Sublessor, Turf Tank USA Inc.**

Title:

Sub-Rental Agreement Commencement Date

\_\_\_\_\_

\_\_\_\_\_

Full Legal Name:

Sub-Rental Agreement Number

\_\_\_\_\_

\_\_\_\_\_

Accepted by and Date:

Accepted by and Date:

\_\_\_\_\_

\_\_\_\_\_

Customer Signature:

Sublessor Signature:

\_\_\_\_\_

\_\_\_\_\_



# [AZ] Prescott Valley Parks and Recreation - Pro Subscription

## [AZ] Prescott Valley Parks and Recreation

7501 Civic Drive  
Prescott Valley, AZ 86314  
United States

Nick Groblewski  
Community Services Parks  
Manager  
ngroblewski@prescottvalley-az.gov  
928-759-3117

Reference: 20221007-080708952

Quote created: October 7, 2022

Quote expires: December 31, 2022

Quote created by: Erik Laudenschlager  
Regional Territory Manager  
erik.laudenschlager@turftank.com  
+1 (602) 819-0302

### Comments from Erik Laudenschlager

There is an upfront \$1500 implementation fee to secure a robot. The fee includes shipping the robot/paint to Prescott Valley, building/installing all the sports fields at the parks in Prescott Valley to the Turf Tank software, and in-person training from Turf Tank to insure staff can successfully set-up, operate, clean, and maintain the robot.

## Products & Services

Item & Description	Quantity	Unit Price	Total
US - Turf Tank Pro Package - Subscription Includes:	1	\$15,000.00 / year	\$13,500.00 / year after \$1,500.00 discount
- GPS Paint Robot + GPS Package			for 6 years
- 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	1	\$1,500.00	\$500.00
Implementation Cost			after \$1,000.00 discount
Includes:			

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

Pallet of Paint	1	\$2,000.00	\$0.00
200-240 Gallons of Paint, Any Color			after \$2,000.00 discount

### Subtotals

Annual subtotal	\$13,500.00
	after \$1,500.00 discount

One-time subtotal	\$500.00
	after \$3,000.00 discount

**Total    \$14,000.00**

### Purchase Terms

Turf Tank offers flexible payment plans, including annual (no fee), semi-annual (\$250 fee), quarterly (\$500 fee), and monthly payments (\$50mo fee) options.

### Questions? Contact me

Erik Laudenschlager  
Regional Territory Manager  
erik.laudenschlager@turf tank.com  
+1 (602) 819-0302

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

## TURF TANK



## Sub-Rental Agreement

CUSTOMER	Company Name Prescott Valley Parks and Recreation		Country United States		Phone Number
	Billing Address 8434 E. Long Mesa Drive	City Prescott Valley	State AZ	Zip 86314	Rental Order Requisition Number 10487548499
	Equipment Location (if not same as above)	City	State	Zip	Send Invoice to Attention of:

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 Quarter Annual Other			Number of Payments	Rental Payment	Applicable Sales Tax	Total Rental Payment	Currency	USD	Installation Fee	+ \$500
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6	+ \$13,500	+	= \$81,000	Term (Months)	72	1 <sup>st</sup> period Payment (After Install)	+ \$13,500
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		+	+	=			Other	+
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		+	+	=	Total Payment Term	\$81,500	Total Payment Enclosed	= \$14,000

## TERMS AND CONDITIONS

- Sub-Rental Agreement:** Prescott Valley Parks (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. 36722436 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 payment 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 AZ and shall be governed in accordance with the laws of AZ. 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.
- The Pro Subscription includes a custom wrap for the robot. Customer will swap the custom wrap for an additional pallet of paint.

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



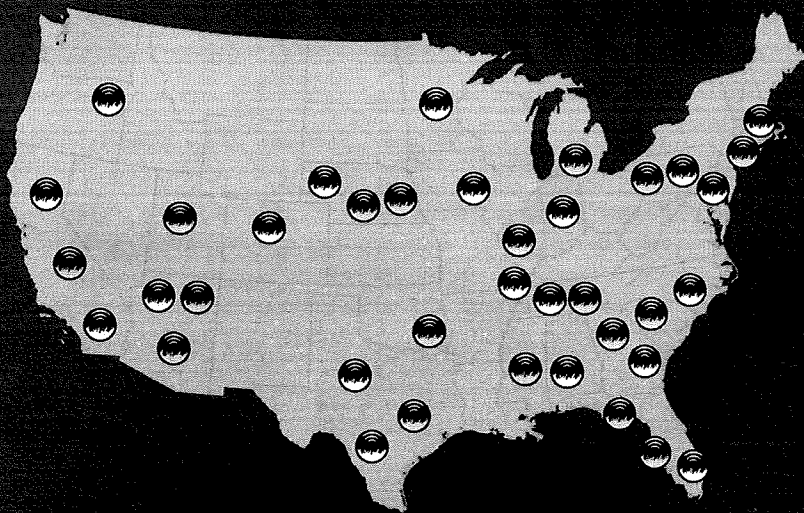
Turf Tank Warranty				
Component List - Warranty parts				
Parts	Basic	Plus	Pro	
Control Unit	✓	✓	✓	
Front Console	✓	✓	✓	
Harness	✓	✓	✓	
Rover	✓	✓	✓	
Base Station	✓	✓	✓	
Tablet	✓	✓	✓	
Robot Chassis	✓	✓	✓	
Wheel Motors	✓	✓	✓	
Battery Box	✓	✓	✓	
Main Breaker 30 amp			✓	
Actuator			✓	
Safety Bumper - Front			✓	
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)			✓	
<b>Basic &amp; Plus Service Agreement:</b> No service components covered <b>Basic &amp; Plus Service Agreement:</b> 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. <b>Pro Service Agreement:</b> 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. <b>Service Kit:</b> Includes 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set. Available for separate purchase as well at discounted rate.				



# TURF TANK®

ACCURACY. CONSISTENCY. EFFICIENCY.



Office



Support



Sales

## We've got your back



**1.000+**

Customers Worldwide



**120+**

Employees Globally



## World's 1<sup>st</sup> autonomous line marking robot



50% savings on paint



90% savings on labor



100% accurate lines



Official Supplier Of



Official Partner Of



**SPORTS FIELD**  
MANAGEMENT ASSOCIATION  
WHERE THE GAME BEGINS