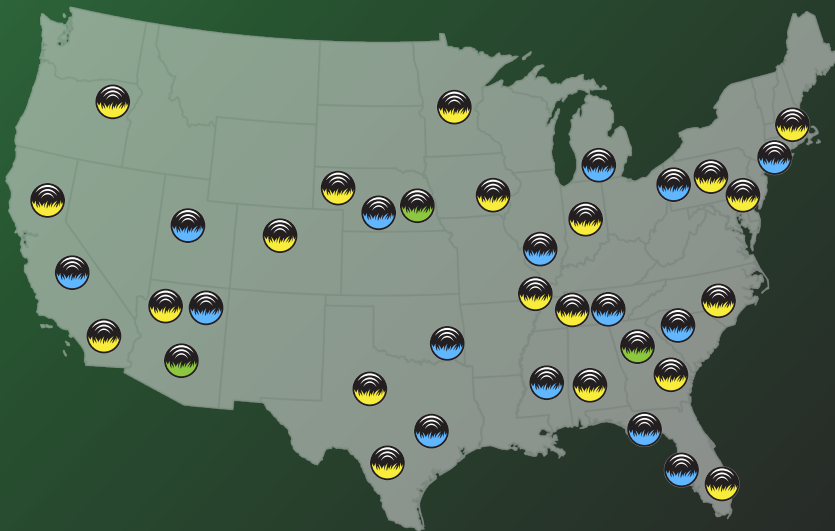




TURF TANK®

ACCURATE. CONSISTENT. EFFICIENT.



Office



Support



Sales

We've got your back



1.500+
Customers Worldwide



140+
Employees Globally



World's 1st 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



Turf Tank USA Inc.



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:



Turf Tank

Sub-Rental Agreement

CUSTOMER	Company Name Brookings Parks and Recreation			Country United States		Phone Number	
	Billing Address 520 3rd Street Suite		City Brookings	State South Dakota	Zip 57006	Rental Order Requisition Number 12279037535	
	PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.) 713 2nd Street South		City Brookings	State South Dakota	Zip 57006	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 TWO Robot	PRO		1	GPS Line Marking Robot	<input checked="" type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

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

TERMS AND CONDITIONS

1. **Sub-Rental Agreement:** Brookings Parks and Recreation (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.

2. **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.

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 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.

4. **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.
5. **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.

6. **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. **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 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 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.

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 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.

9. **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 SD and shall be governed in accordance with the laws of SD. 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-cancellable Sub-Rental Agreement with the exception of Appendix A.			
	Full Legal Name	Title	Date	Signature

LESSEE ACCEPTANCE	Full Legal Name	Title	Date	Signature
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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 **TWO** WARRANTY

COMPONENT LIST - WARRANTY PARTS

	Basic	Plus	Pro
Control Unit	✓	✓	✓
Control Panel	✓	✓	✓
Harness	✓	✓	✓
Base Station	✓	✓	✓
Tablet	✓	✓	✓
Robot Chassis	✓	✓	✓
Sprayer Module	✓	✓	✓
Hub Motors	✓	✓	✓
Battery Box	✓	✓	✓
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 **TWO** SERVICE AGREEMENT

SERVICE COMPONENT LIST - WEAR AND TEAR PARTS

	Basic	Plus	Pro
Solenoid	✗	✗	✓
Pump	✗	✗	✓
Suction rod	✗	✗	✓
Hoses	✗	✗	✓
Disc	✗	✗	✓
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.





[SD] Brookings Parks and Recreation – Pro Subscription

[SD] Brookings Parks and Recreation
520 3rd Street
Brookings, SD 57006
United States

Reference: 20230316-080753754
Quote created: March 16, 2023
Quote expires: March 31, 2024
Quote created by: Luke Sellers
Regional Territory Manager
luke.sellers@turftank.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Pro Package - Upfront Implementation Cost		1	\$1,700.00	\$1,700.00
Includes:				
- Configuration & Shipping of Robot				
- Secure Inventory & Lock in Installation Date				
- Product Training & Online Resources				

Item & Description	SKU	Quantity	Unit Price	Total
US – Turf Tank Pro Package – Subscription		1	\$16,000.00	\$16,000.00 / year
Includes:			/ year	for 6 years
<div><div>- GPS Paint Robot + GPS Package (Includes Android Tablet)</div><div>- Continuous Software Improvements</div><div>- Free Form Text Creation</div><div>- Customized Logo Creation (Available Late 2022)</div><div>- Standard Geometry Package</div><div>- Extended Geometry Package</div><div>- Paint: \$3,000 Allotment of Paint (White)</div><div>- (3) Robot Batteries</div><div>- Customer Support: 24/7 Monday-Sunday</div><div>- Hardware Warranty Program: Full (Includes Consumables)</div><div>- (1) Paint System Service Kit/per year: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1-tubing set.)</div><div>- (2) 5.5 Gallon Paint Container for Robot</div><div>- (2) 2.5 Gallon Empty Paint Containers</div><div>- Customized Robot Wrapping</div><div>- (2) Maintenance & Training Visits/Per Year</div><div>- Courtesy Robot (If necessary)</div></div>				
Annual subtotal				\$16,000.00
One-time subtotal				\$1,700.00
Total				\$17,700.00

Purchase terms & Comments

Invoice Type	Invoice Details
Implementation Fee Invoice	Implementation Fee Invoice must be paid prior to the shipment and installation of the robot. The invoice for Implementation Fee should be available within 24 hours after the contract has been signed and returned. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .
First Invoice	First Invoice will be emailed and made available within 24 hours after the robot has been shipped. Payment will be due at the installation and training of the robot. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .

***Sales Tax is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

Signature

Signature

Date

Printed name

Questions? Contact me



Luke Sellers
Regional Territory Manager
luke.sellers@turftank.com

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

**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: _____

Date: _____