

PI
4-16-18

CONTRACT

This contract is made and entered into this 21st day of ^{April}~~March~~, 2018, by and between Kaysun Corporation (hereinafter "Kaysun"), a Wisconsin corporation with principal offices at 5500 West Drive, Manitowoc, WI 54220, and the City of Manitowoc (hereinafter "City"), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, Lower Henry Schuette Park, located within tax parcel 824-401-010 at 3800 Broadway Street in the City of Manitowoc, is comprised of 65.17 acres along the Manitowoc River and provides for recreational opportunities for Manitowoc residents and tourists; and,

WHEREAS, Kaysun Corporation wishes to donate outdoor exercise equipment to the City of Manitowoc, to be installed between the Shelter Picnic Area and hiking trail, to improve the recreational opportunities for the general public available at Lower Henry Schuette Park; and,

WHEREAS, the City will install the exercise equipment at their sole expense using vendors of their selection.

NOW, THEREFORE, the undersigned parties agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Equipment. The exercise equipment provided shall be as outlined on the attached Exhibit A, to include various outdoor weightlifting equipment.
3. Costs. The City agrees to pay all costs associated with constructing a concrete pad upon which the donated equipment will be located and for all costs associated with installing the donated equipment.
4. Ownership and Maintenance. The City shall assume ownership of the equipment as of its delivery at the City of Manitowoc Parks Shop and bears sole responsibility for ongoing maintenance and repairs of the equipment. The City may remove the equipment at any time at their sole expense.
5. Schedule. The donated equipment will be delivered to the City of Manitowoc Parks Shop, 1105 Fleetwood Drive, Manitowoc, Wisconsin, no later than May 31, 2018.
6. Insurance. The City of Manitowoc will be responsible for insuring the equipment after its delivery to the Parks Shop.
7. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
8. Disclaimer and Limitation of Liability. Kaysun provides all donated equipment to the City on an as-is basis, but will transfer any warranties from the manufacturer to the City of Manitowoc. The City acknowledges that Kaysun will not be liable for any action in contract and tort related to the donated equipment unless the action arises as a result of negligence on the part of Kaysun or their contractors.

9. **Notice and Demands.** A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

Kaysun:
Kaysun Corporation
5500 West Drive
Manitowoc, WI 54220

CITY:
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

10. **Severability.** If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
11. **Amendments.** This Contract can only be amended or modified in writing and signed by the parties involved.
12. **Integration.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
13. **Survival of Provisions.** All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
14. **Choice of Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
15. **Heading.** The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
16. **Remedies Cumulative.** All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.

17. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

City of Manitowoc

By: _____
Mayor Justin M. Nickels

Kaysun Corporation



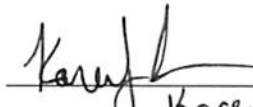
Ben Harrison, CEO

By: _____
City Clerk Deborah A. Neuser

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 21st day of March, 2018, he above named Ben Harrison and acknowledge he executed the foregoing instrument.





Karen J. Schoenborn
Notary Public Manitowoc County, WI
My commission (expires)(is) December 28th 2018

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of March, 2018 the above signed Justin M. Nickels, Mayor, and Deborah Neuser, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

This agreement was drafted by Attorney Elizabeth Majerus, City of Manitowoc

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second line of faint, illegible text.

Third line of faint, illegible text.

Fourth line of faint, illegible text.

Handwritten signature or initials on the left side of the page.

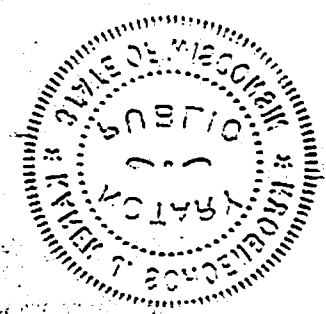
Horizontal line with faint text below it.

Second horizontal line with faint text below it.

Text block on the right side, possibly a date or reference number.

Text block in the middle of the page, possibly a body paragraph.

Handwritten signature or initials on the left side, below the first one.



Text block at the bottom of the page, possibly a footer or concluding paragraph.

Final line of text on the left side, possibly a signature or date.

Final line of text at the bottom of the page.

EXHIBIT A



2817 West Woodland Drive, Anaheim, CA 92801 USA
 T: 866.315.9037 F: 866.308.9719 Info@Greenfieldfitness.com

Customer Quotation

Date	Quote #
2/1/2018	Q009827

Sold To	
Kaysun Corporation Ben Harrison 5500 West Drive, Manitowoc, WI 54220	
Tel: 920-686-5820	Fax:
E-mail: BHarrison@kaysun.com	

Ship To
City of Manitowoc 1105 Fleetwood Drive Manitowoc, WI 54220

Project Name	Terms	Quote Valid Until	Rep
Manitowoc - Lower Schuette Park	Pre-paid	6/30/2018	SM

Item	Description	Color	Qt	Rate	Total
SGR2005-1-22	4-Person Pendulum, Abs & Dip Station (surface mount)	Green/ Tan	1	3,945.00	3,945.00T
SGR2005-1-42	2-Person Back & Arms Combo (surface mount)	Green/ Tan	1	4,245.00	4,245.00T
SGR2005-1-48A-W	2-Person Wheelchair Accessible Chest Press (surface mount)	Green/ Tan	1	5,145.00	5,145.00T
SGR2005-1-48C	2-Person Lat Pull-Down & Vertical Press COMBO (surface mount)	Green/ Tan	1	4,245.00	4,245.00T
SGR2005-1-71	3-Person Static Combo - Sit-up, Pull-up, Dip Station (surface mount)	Green/ Tan	1	3,745.00	3,745.00T
SGR2005-1-91	Single Rowing Machine (surface mount)	Green/ Tan	1	2,245.00	2,245.00T
SGR2005-1-104N	4-Person Leg Press (surface mount)	Green/ Tan	1	5,245.00	5,245.00T
SGR2005-1-105	Custom Printed Announcement Board (surface mount)	Green	1	1,700.00	1,700.00T
SHP2009-7-24	3-Person Plyometrics - set of 3 (surface mount)	Green	1	2,645.00	2,645.00T
	Subtotal				33,160.00
Shipping	Ships in large crates - forklift is needed to unload All units are Surface Mount installation method			2,500.00	2,500.00
Donation	Donation to the City of Manitowoc & Kaysun Corp			-11000.00	-11,000.00

Additional Terms and Conditions of Sale

1. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Greenfields Outdoor Fitness, Inc. ("Greenfields") objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Greenfields to ship the Equipment and agrees to pay Greenfields the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Greenfields. Payment terms are specified on Quote and all charges are due and payable in full to Greenfields Outdoor Fitness Inc, 2817 West Woodland Drive, Anaheim, CA 92801 unless notified otherwise by Greenfields in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Greenfields, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at customers own expense. Purchase orders and payments should be made to the order of Greenfields Outdoor Fitness, Inc.

2. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment as recommended by Greenfields.

3. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Greenfields shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the uniform Commercial Code. Customer agrees to assist and cooperate with Greenfields to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Greenfields of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Greenfields in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Greenfields as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Greenfields within ten (10) days after the date on which due.

CUSTOMER APPROVAL I hereby approve this order, the Item selection, color selection and overall Terms & Conditions of this order. Name: <u>Ben Harrison</u> Date: <u>3/12/18</u> Signature: <u>Ben Harrison</u> PLEASE SIGN & FAX BACK TO: 866-308-9719	Subtotal	\$24,660.00
	Sales Tax (0.0%)	\$0.00
	Total	\$24,660.00

Kaysun Corporation
 5500 West Dr.
 Manitowoc WI 54220
 (920) 686-5800 Fax: (920) 682-8713

PURCHASE ORDER	
1913-04	3/13/2018

TO: **BILL TO:** **SHIP TO:**

GREENFIELDS OUTDOOR FITNESS
 2617 WEST WOODLAND DRIVE
 ANAHEIM CA 92801
 UNITED STATES

KAYSUN CORPORATION
 5500 WEST DRIVE
 MANITOWOC WI 54220
 USA

CITY OF MANITOWOC
 ATTN JIM MUENZENMEYER
 1105 FLEETWOOD DRIVE
 MANITOWOC, WI 54220

Buyer	Confirm To	Requested By	Ship Via	FOB	Terms
STUCKER		HARRISON			E = UPON RECEIPT

Item Number	Description	Quantity	Unit Cost	Ext. Cost
Misc. Item ABS & DIP STATION GREENTAN SURFACE MOUNT	SGR2005-1-22 FOUR-PERSON PENDULUM	1.00	3,945.00000	3,945.00
Misc. Item GREENTAN SURFACE MOUNT	SGR2005-1-42 TWO-PERSON BACK & ARMS COM	1.00	4,245.00000	4,245.00
Misc. Item ACCESSIBLE CHEST PRESS GREENTAN SURFACE MOUNT	SGR2005-1-48A-W TWO-PERSON WHEELCHAIR	1.00	5,145.00000	5,145.00
Misc. Item VERTICAL PRESS COMBO GREENTAN SURFACE MOUNT	SGR2005-1-48C TWO-PERSON LAT PULL DWN &	1.00	4,245.00000	4,245.00
Misc. Item SIT-UP, PULL-UP,DIP STATION GREENTAN SURFACE MOUNT	SGR2005-1-71 THREE-PERSON STATIC COMBO-	1.00	3,745.00000	3,745.00
Misc. Item GREENTAN SURFACE MOUNT	SGR2005-1-91 SINGLE ROWING MACHINE	1.00	2,245.00000	2,245.00
Misc. Item GREENTAN SURFACE MOUNT	SGR2005-1-104N FOUR-PERSON LEG PRESS	1.00	5,245.00000	5,245.00

Kaysun Corporation
 5500 West Dr.
 Manitowoc WI 54220
 (920) 686-5800 Fax: (920) 682-8713

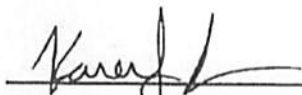
PURCHASE ORDER	
1913-04	3/13/2018

TO:	BILL TO:	SHIP TO:
GREENFIELDS OUTDOOR FITNESS 2617 WEST WOODLAND DRIVE ANAHEIM CA 92801 UNITED STATES	KAYSUN CORPORATION 5500 WEST DRIVE MANITOWOC WI 54220 USA	CITY OF MANITOWOC ATTN JIM MUENZENMEYER 1105 FLEETWOOD DRIVE MANITOWOC, WI 54220

Buyer	Confirm To	Requested By	Ship Via	FOB	Terms
STUCKER		HARRISON			E = UPON RECEIPT

Item Number	Description	Quantity	Unit Cost	Ext. Cost
Misc. Item ANNOUNCEMENT BOARD GREEN SURFACE MOUNT	SGR2005-1-105 CUSTOM PRINTED ANNOUNCEMI	1.00	1,700.00000	1,700.00
Misc. Item SET OF 3 GREEN SURFACE MOUNT	SHP2009-7-24 THREE-PERSON PLYOMETRICS	1.00	2,645.00000	2,645.00
Misc. Item FORKLIFT IS NEEDED TO UNLOAD ALL UNITS ARE SURFACE MOUNT INSTALLATION METHOD	SHIPPING-IN LARGE CRATES	1.00	2,500.00000	2,500.00
Misc. Item	DONATION TO CITY OF MTWC & KAYSUN	1.00	-11,000.00000	-11,000.00

*****All Costs Are Shown In United States Dollars*****

Comment: Authorized Signature: 	SubTotal	24,660.00
	Tax	0.00
	Grand Total	24,660.00

When applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.