



## Congratulations!

**Miami Township, OH has been selected as a 2024 Fitness Court Campaign Grant Recipient!**

Dear Steve,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Miami Township, OH has been selected as a grant eligible partner in the 2024 Fitness Court Campaign! This notification letter confirms eligibility for one (1) 2024 NFC Grant of \$30,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$30,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Jack Linehan – as your dedicated partner and champion in support of this partnership. Over the coming months, Jack will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2024 Fitness Court Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2024 Fitness Court Campaign, and we look forward to making world-class fitness free in Miami Township, OH!

Best in Fitness,

Mitch Menaged, Founder



## Miami Township, OH - National Fitness Campaign

### 2024 Funding Cycle Grant Program Requirements (G.P.R.)

**Important:** Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

#### MILESTONE 1: ADOPTION

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **COMPLETED**

#### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O)). Refer to Official Quote and Funding Requirements Summary for details.
  - **Remaining Funding Requirement: \$165,000**
- **Deadline: 6/27/2024**

#### MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- **Deadline: 6/28/2024 to 7/19/2024**

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#### MILESTONE 4: PLANNING AND DESIGN

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- **Deadline: August, 2024**

#### MILESTONE 5: CONCRETE SLAB INSTALLATION

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 28 days before Fitness Court® installation)
  - **Estimated Funding Requirement: \$0-\$40,000 (Pending Standard or Studio Configuration)**
- **Deadline: August, 2024 - pending weather**

#### MILESTONE 6: FITNESS COURT® ASSEMBLY

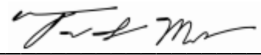
Summary: Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
  - **Estimated Funding Requirement: \$25,000-\$34,500 (Pending Standard or Studio Configuration)**
- **Deadline: September, 2024 - pending weather**

#### MILESTONE 7: PRESS LAUNCH CEREMONY

Summary: Hold Fitness Court® press launch event & ribbon cutting (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline: September, 2024 - pending weather**

G.P.R. Authorized by:  Trent Matthias - Campaign Director



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

Created Date 6/20/2024  
Expiration Date 6/27/2024  
Quote Number 00001301  
Bill To Name Miami Township, OH  
Bill To 6101 Meijer Drive  
Milford, OH 45150

Description	Quantity	Total Price
2024 - Fitness Court® and National Campaign Resources	1.00	\$160,000.00
Fitness Court® Studio Add-On	1.00	\$35,000.00
NFC National Grant Funding Award	1.00	-\$30,000.00
Tax %	0.0000%	
Grand Total		\$165,000.00

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon shipment of the Fitness Court®. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties. Overdue Invoices will be subject to 2% interest charge per month.

### 2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

### 3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](http://nationalfitnesscampaign.com/warranty) for details.

### 4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court® that they are responsible for the following items concerning the purchase of the Fitness Court® which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court® with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court® installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court® Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court® until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court® by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court® shall not be held liable for any risk associated with the installation of or use of the Fitness Court®.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court® and all defects related to the installation of the Fitness Court® shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court®, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

### 5. LIMITS OF LIABILITY

NFC's total liability under this Agreement to Purchaser, its contractors, subcontractors, affiliates, partners, officers, directors, shareholders and



**National Fitness Campaign LP**

For all questions regarding this quote, contact: info@nfchq.com

Created Date 6/20/2024  
Expiration Date 6/27/2024  
Quote Number 00001301  
Bill To Name Miami Township, OH  
Bill To 6101 Meijer Drive  
Milford, OH 45150

# QUOTE

employees (hereinafter "Affiliates"), for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this agreement from any cause or causes except for NFC's intentional acts, is limited to the amount of money paid by Purchaser to NFC under this Agreement. Such causes include, but are not limited to, NFC's negligence, errors, omissions, strict liability, or breach of warranty.

**6. OWNERSHIP OF DOCUMENTS**

All designs, intellectual properties, and related Campaign Services pertaining to the Fitness Court® belong solely to the National Fitness Campaign. All construction data, materials, or documents specifically prepared or assembled by NFC may be used by the Purchaser to aid in the storage, installation, and maintenance of the Fitness Court® only.

**7. CHANGE ORDERS:**

Any changes in scope of work or Terms and Conditions shall be agreed upon in writing by both parties.

**8. PURCHASER ACKNOWLEDGMENTS**

Purchaser acknowledges and accepts upon receipt of Fitness Court® all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, Purchaser Obligations, Limits of Liability, Ownership of Documents, and Change Orders.

Approved by: Stephen Kelly, Miami Township Administrator

6/20/2024