



## Quote

Q.000010787

Corporate Office:	Quote Provided by:	Quote Date:	7/6/2022
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY 14850-1576 Phone: (607)-257-2107 Fax: (607)-257-2221	John Marcotte jsmarcotte@advantagefitness.com Phone: 919-943-1699 Fax: 919-882-1864	Valid Until:	8/5/2022
		Quote Amount:	\$52,244.50

## This quote was produced for:

## Ship To:

Smyrna Recreation Center  
200 Village Green Cir SE  
Smyrna, GA 30080

## Bill To:

Smyrna Recreation Center  
200 Village Green Cir SE  
Smyrna, GA 30080

## Richard Garland

Phone: 678.631.5397  
Email: rgarland@smyrnaga.gov

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QTY	Product Number	Product Description	MSRP	Discount Price/Unit	Extended Price
		<b>TOTAL EQUIPMENT REPLACEMENT PROPOSAL</b>			
		<b>CARDIOVASCULAR PRODUCTS</b>			
		<i>8 Total Products</i>			
		<b>TREADMILLS</b>			
3	PRE-BP-TRM631P31/120	Precor NEW BG TRM631 P31 Tread/120V 120V / 20 AMP Dedicated Circuit 5-20R NEMA Receptacle	\$6,295.00	\$4,092.00	\$12,276.00
		<b>ELLIPTICALS</b>			
2	PRE-BP-EFX635P31	Precor NEW BG EFX635 P31 TB Elliptical Self Powered	\$6,495.00	\$4,222.00	\$8,444.00
		<b>RECUMBENT CYCLE</b>			
1	PRE-BP-RBK635P31	Precor NEW BG RBK635 P31 Recumbent Bike Self Powered	\$3,095.00	\$2,012.00	\$2,012.00
		<b>SPIN BIKE</b>			
1	PRE-SBK823	Precor Spinner Ride Bike-Belt	\$1,695.00	\$1,187.00	\$1,187.00
1	PRE-S10	Pre Spinner Studio Console Self Powered	\$199.00	\$139.00	\$139.00
		<b>RECUMBENT STEPPER</b>			
1	SCI-SONE3	SF StepOne RecumStepperw/AdjSS Self Powered	\$6,939.00	\$4,451.00	\$4,451.00
		<b>SAFWARE PROTECTION PROGRAM</b>			
		<i>FMV / Municipal Lease</i>			
6	SAFE-STD55/5K	Safeware 5&5 Protection Plan	\$799.00	\$0.00	
1	SAFE-STD55/3K	Safeware 5&5 Protection Plan Extends Warranty To: 5 Years Parts & Labor Warranty Coverage Through Lease Term (5 Yrs) *Covers Precor & Sci-Fit Products*	\$499.00	\$0.00	
		<b>STRENGTH PRODUCTS</b>			

VITALITY DUAL STATIONS					
<i>Lower Body</i>					
1	PRE-C010BP	Precor BP Vitality Leg Press/Calf Extension	\$4,200.00	\$2,940.00	\$2,940.00
1	PRE-C005BP	Precor BP Vitality Leg Extension	\$3,450.00	\$2,415.00	\$2,415.00
1	PRE-C008BP	Precor BP Vitality Inner/Outer Thigh	\$3,800.00	\$2,660.00	\$2,660.00
<i>Upper Body</i>					
1	PRE-C024BP	Precor BP Vitality Multi Press	\$3,900.00	\$2,730.00	\$2,730.00
1	PRE-C026BP	Precor BP Vitality Pulldown/Row	\$3,800.00	\$2,660.00	\$2,660.00
1	PRE-C025BP	Precor BP Vitality Bicep/Tricep	\$3,800.00	\$2,660.00	\$2,660.00
<i>Core</i>					
1	PRE-C014BP	Precor BP Vitality Abdominal	\$3,450.00	\$2,415.00	\$2,415.00
<i>Functional Trainer</i>					
1	PRE-FTSBP	Precor BP FTS Glide	\$4,395.00	\$3,077.00	\$3,077.00
1	HAR-373100	Harbinger Tri Rope- 26in	\$31.99	FREE	
1	YORK-6827	York Steel Curl Bar 28in	\$45.90	FREE	
1	YORK-6828	York Steel Tricep Pressdown Bar 10in	\$33.90	FREE	
<b>Strength Colors</b>					
Frame: Black Pearl					
Upholstery: Black					
<b>TRADE-IN EQUIPMENT</b>					
<b>Cardiovascular Products:</b>					
3	\TRADE-IN	Matrix Treadmill	(\$350.00)	(\$350.00)	(\$1,050.00)
2	\TRADE-IN	Matrix Elliptical	(\$350.00)	(\$350.00)	(\$700.00)
1	\TRADE-IN	Life Fitness Stepper	(\$100.00)	(\$100.00)	(\$100.00)
1	\TRADE-IN	Life Fitness Recumbent Bike	\$100.00	\$100.00	\$100.00
1	\TRADE-IN	Octane Recumbent Elliptical XR6000	(\$600.00)	(\$600.00)	(\$600.00)
<b>Strength Products</b>					
7	\TRADE-IN	Life Fitness Selectorized Strength Station	(\$300.00)	(\$300.00)	(\$2,100.00)
1	\TRADE-IN	Life Fitness Ab Crunch Bench	(\$100.00)	(\$100.00)	(\$100.00)
<b>Sourcewell Cooperative Purchasing Contract</b>					
<i>Contract Pricing Extended</i>					
<b>Precor Contract #: 081120-PCR</b>					
<b>City of Smyrna Member ID #: 18956</b>					

NOTE: Quote valid until: 8/5/2022

Estimated Delivery Date: 10-12 weeks from receipt of order confirmation

**Total Discount Applied:** (\$29,936.79)

**Payment Terms:**

As per Approved Purchase Order

<b>Product Total After Discount:</b>	\$45,516.00
<b>Inbound Freight:</b>	\$3,957.50
<b>Delivery &amp; Installation:</b>	\$2,771.00
<b>Est. Tax:</b>	\$0.00
<b>TOTAL AMOUNT:</b>	<b>\$52,244.50</b>

Customer Acceptance of Quote

Quote #: Q.000010787

Grand Total: \$52,244.50

Signature

Print Name

DEREK NORTON, MAYOR

Date

JULY 18, 2022

ATTEST:



Heather K. Peacon-Corn, City Clerk



**APPROVED**

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

**SCANNED**  
BY: HC Date: 7/19/22

Date: July 18, 2022



**ADVANTAGE SPORT & FITNESS, INC.**  
**STANDARD TERMS & CONDITIONS**  
[www.advantagefitness.com/terms](http://www.advantagefitness.com/terms)

**ACCEPTANCE** - Buyer accepts these terms and conditions by paying any portion of the sales price.

**ENTIRE AGREEMENT** - This document, together with the Advantage Sport & Fitness, Inc. quotation signed by the Buyer and accepted by Advantage Sport & Fitness, Inc. (i.e. the "Quotation"), and any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course at variance with these terms and conditions will bind Advantage Sport & Fitness, Inc. This document may only be amended in writing signed by both parties. In the case that these terms conflict with the Quotation, the Quotation shall apply, except that Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation at any time.

**PRICE PROTECTION** - Prices quoted are guaranteed for 30 days from the date quoted in writing unless stated otherwise. This applies to all quotes. Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation prices at any time.

**DELIVERY OF EQUIPMENT** All equipment ordered from Advantage Sport & Fitness, Inc. or its vendors is shipped F.O.B. Buyer's "ship to" address.

Buyer must guarantee Advantage Sport & Fitness, Inc. access to the "ship to" address on the delivery date in order to ensure proper delivery and installation.

**TERMS** - Unless otherwise stated, Buyer will pay a minimum non refundable deposit of 50% of the sale price. The outstanding sales balance will be due at delivery. All payments must be made by cash, cashiers check, or wire transfer. Advantage Sport & Fitness, Inc. or its agents will not accept a personal or business check unless so noted in writing on the Quotation.

**DELAY IN PERFORMANCE** - Advantage Sport & Fitness, Inc. will exercise its best efforts to deliver the equipment in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and Advantage Sport & Fitness, Inc. shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. Advantage Sport & Fitness, Inc. is not responsible for any delay, failure or omission due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

**INSPECTION** - Buyer must inspect the equipment upon delivery and provide Advantage Sport & Fitness, Inc. with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the equipment.

**CLEARED AREA/DEBRIS** Buyer agrees to clear an area where the equipment is to be delivered and installed. The installation area shall be clean and free of all debris, construction dust, etc. prior to the delivery date. Advantage Sport & Fitness, Inc. will not deliver into an area undergoing construction, e.g. "hard-hat" area.

**INSTALLATION AREA** - The equipment is designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause equipment malfunctions. Advantage Sport & Fitness, Inc. will not be liable for any damage associated with an unlevelled surface or structural movement.

**MECHANICAL/ELECTRICAL/NETWORKING/VIDEO REQUIREMENTS** - Unless otherwise stated, Buyer is responsible for all utility service such as electrical connections, computer and/or Internet networking connections, video connections, etc., and must secure all necessary tradesmen required for the installation of such connections. Such services must be ready prior to the fitness equipment delivery date.

**PERMITS** - Buyer is responsible for obtaining all permits for the installation or operation of the equipment, for any such permits required by state, local or other lawful authorities.

**TAXES** - Federal, state and local taxes, (unless otherwise shown on the quotation), are not included and are Buyer's responsibility. Advantage Sport & Fitness, Inc. may bill Buyer separately at any time for any such charge as Advantage Sport & Fitness, Inc. may be requested to collect or pay.

**ADDITIONAL CHARGES** - In addition to the open balance of the sales price, Buyer agrees to pay the following prior to delivery.

- Any actual costs Advantage Sport & Fitness, Inc. incurs transporting or storing the equipment if the Buyer fails to pay the outstanding balance upon delivery or the equipment cannot be delivered for any reason outside the control of Advantage Sport & Fitness, Inc., its agents or subcontractors.
- Any actual costs Advantage Sport & Fitness, Inc. incurs if the equipment cannot be delivered due to Buyer's error, omission or lack of preparation of the installation area.
- A commercially reasonable charge for deliveries requested outside the normal business hours (Monday-Friday), (8:00 A.M. - 5:00 P.M.) or requiring a specific start or stop time, provided that Advantage Sport & Fitness, Inc. has agreed to perform a delivery at such a time.
- A commercially reasonable charge for deliveries or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available.

**NEW EQUIPMENT PURCHASES** - Limited Warranty: There is no warranty of merchantability or warranty that the equipment will be fit for a particular purpose. Buyer agrees that all warranties are manufacturers warranties only, and are subject to all manufacturers limitations and exclusions. No materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc.; only manufacturers warranties apply to all sales. Warranties extend only to the buyer and automatically terminate upon transfer of business or equipment. Equipment manufacturers warranty policies, terms, and limitations only will govern warranty issues. All decisions made by the equipment manufacturers are made at the discretion of the manufacturer, not Advantage Sport & Fitness, Inc.

All claims for warranty work must be submitted in accordance with the manufacturer's warranty claims process.

**Waiver of Warranty** - All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors without first obtaining written approval from the manufacturer as to scope of work and price.

**Buyer's Remedy** - Buyer's sole remedy is application of manufacturers' warranties and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**ADVANTAGE SPORT & FITNESS, INC. CERTIFIED PRE-OWNED EQUIPMENT PURCHASES** - Equipment parts covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: all parts except entertainment.

Equipment parts not covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: PVS, headphone jack, USB connector, iPod connector.

The 90 day warranty period begins the day the equipment is delivered to your facility. The warranty is offered directly through Advantage Sport & Fitness, Inc. There is no manufacturer's warranty implied or expressed when purchasing Certified Pre-Owned equipment. The warranty covers parts and labor costs for equipment examined and certified through our Certified Pre-Owned inspection process. Any warranty claim must be submitted within the 90 day Certified Pre-Owned warranty window. Any claim or service request submitted after the close of the 90 day window will be subject to normal service repair charges. Certified pre-owned warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

**Waiver of Warranty** - All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors.

**Buyer's Remedy** - Buyer's sole remedy is application of Advantage Sport & Fitness, Inc. Certified Pre-Owned warranty and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**As Available** We sell equipment we have in stock, have examined and certify that the equipment meets our standards. In some situations we may not have an item in stock and cannot guarantee delivery until our stock is replenished. Certified Pre-Owned equipment will be included in a sales order that contains new equipment when the equipment is available. In the event that Certified Pre-Owned equipment is not in stock the Certified Pre-Owned equipment will be listed on a separate sales order. Customer is responsible for paying for all equipment that has been delivered. The payment for new equipment cannot be held while waiting on Certified Pre-Owned equipment, or vice versa.

**Certified Pre-Owned Means** - The equipment is free of major cosmetic wear or damage. The equipment is in full working condition. Our Service Technicians have completed a Certified Pre-Owned examination of the equipment. All "wear" parts have been checked and tested for defects and are in good working condition. The function and reliability of the equipment is covered under our 90 day Certified Pre-Owned Parts & Labor Warranty. Treadmills will have a new deck surface and new running belt.

**"AS IS" EQUIPMENT PURCHASES** - No "as is" materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**GOVERNING LAW** - New York law shall govern any dispute between the parties pertaining to this document and the equipment.

**JURISDICTION** Any dispute between the parties involving this document or the equipment shall be filed in Monroe County, New York.

**ADVANTAGE SPORT & FITNESS, INC. DAMAGES** - Advantage Sport & Fitness, Inc. shall receive actual, consequential and incidental damages, costs, interest and attorney fees if buyer violates these terms and conditions.

**CANCELLATIONS** - Buyer agrees to pay 25% of sales price as a re-stocking fee on all orders, plus freight charges, if any order is cancelled.

**SUBROGATION CLAUSE** - Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insured loss, and Buyer also agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insurance even if Advantage Sport & Fitness, Inc.'s workmanship may have caused or contributed to the loss.

**ADVANTAGE SPORT & FITNESS, INC. INSTALLATIONS** - When Advantage Sport & Fitness, Inc. has been contracted to do partial or full installation, only the portion of installation contracted to be performed by Advantage Sport & Fitness, Inc. is subject to labor warranty. Such labor warranty shall be in accordance with the manufacturer's labor warranty, or in the event that no such manufacturer's warranty is applicable, then the labor shall be covered by a limited 30 day labor warranty. Problems that may arise from aspects of the installation not performed by Advantage Sport & Fitness, Inc. are not covered by Advantage Sport & Fitness, Inc. for any labor charges that may be incurred.

**THIRD PARTY CONTRACTORS** - Advantage Sport & Fitness, Inc. may subcontract its delivery and installation obligations shown on any quotation and these terms and conditions shall apply with respect to the third party as an agent of Advantage Sport & Fitness, Inc.





# MACROLEASE

185 Express Street, Suite 100, Plainview, NY 11803  
Tel: 800-645-3535 Fax: 516-576-1100  
www.macrolease.com

**ORIGINAL**

July 7, 2022

Prepared by:

Stephanie Taylor  
p. 561-450-8454  
c. 561-901-5261  
staylor@macrolease.com

Lease quote prepared for:

Smyrna Recreation Center  
200 Village Green Cir SE  
Smyrna GA 30080  
Attn: Richard Garland 678-631-5397

In cooperation with John Marcotte and Advantage Fitness, we are pleased to provide you with our lease proposal. The terms and conditions are as follows:

**ONE DOLLAR - LEASE PROPOSAL (STRENGTH)**

EQUIPMENT:	Quote #10787
EQUIPMENT COST:	\$23,735.50 (pre-tax)
TERM:	5 Years
ANNUAL PAYMENT:	\$5,932*
ADVANCE RENTAL:	First Year
PURCHASE OPTION:	One Dollar

*At the end of the lease term, Lessee may own the equipment for \$1.*

**FAIR MARKET VALUE - LEASE PROPOSAL (CARDIO)**

EQUIPMENT:	Quote #10787
EQUIPMENT COST:	\$28,509 (pre-tax)
TERM:	5 Years
ANNUAL PAYMENT:	\$6,757*
ADVANCE RENTAL:	First Year
PURCHASE OPTION:	Fair Market Value

*At the end of the lease term, Lessee may (1) return the lease equipment with no further obligation, (2) return the leased equipment & acquire new equipment under a new operating lease, (3) purchase the equipment for the then Fair Market Value, or (4) finance the Fair Market Value purchase option for an additional term.*

*\*Payments are net of applicable sales tax.*

The above proposal is based on today's cost of funds and is subject to change accordingly. This proposal is subject to final credit acceptance and will be valid for 30 days.

If you are interested in applying for a lease, please complete the attached lease application and send it to [STaylor@macrolease.com](mailto:STaylor@macrolease.com).

If you have any questions or would like additional information, please contact me at 561-450-8454.

Accepted:

\_\_\_\_\_  
Derek Norton, Mayor

ATTEST:

\_\_\_\_\_  
Heather K. Peacon-Corn, City Clerk



Thank you.

*Stephanie Taylor*

Stephanie Taylor

**APPROVED**

Per the City of Smyrna  
Mayor and Council

Official Meeting Minutes

**SCANNED**  
BY: HC Date: 7/18/22

Date: July 18, 2022