

**COMMONWEALTH OF VIRGINIA AGENCY  
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: UNIVERSITY OF MARY WASHINGTON

CONTRACTOR NAME: MAM Funding 1 Corporation

TITLE OF CONTRACTOR'S FORM: Rental Agreement dated August 26, 2025

The University of Mary Washington ("UMW"), an Agency of the Commonwealth of Virginia (the "Commonwealth"), and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) (check the appropriate box):  individual proprietorship  association  partnership  corporation  governmental agency or authority authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by UMW for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Accounts Payable. The total cumulative liability of each party hereto, its respective officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of UMW or the Commonwealth.

**Section 1: Addendum Provisions**

The Contractor's form contract is, with the exceptions noted herein, acceptable to UMW and the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by UMW or the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against UMW or the Commonwealth:

1. Requiring UMW to maintain any type of insurance; either for UMW's benefit or for the contractor's benefit;
2. Requiring UMW not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission from the Contractor prior to disclosure of said record;
3. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
4. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
5. Requiring UMW to indemnify or to hold harmless the other party for any act or omission;
6. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through §2.2-4354,

**Prompt Payment;**

7. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
8. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
9. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of UMW before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. Limiting the liability of the Contractor for property damage or personal injury;
13. Permitting unilateral modification of this contract by the Contractor;
14. Binding UMW to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obligating UMW to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of UMW;
17. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of UMW.
18. Requiring UMW to agree to or be subject to any form or equitable relief not authorized by the Constitution or laws of Virginia.
19. Granting Supplier or an agent of Supplier the right to audit or examine, directly or indirectly, our/Customer's computers, networks, books, records, or accounts, whether stored electronically or on paper, for any Authorized User. This requirement may not be waived by any party unless agreed upon in writing by a duly authorized Officer of the Procurement Department.

**The Contractor shall observe the following:**

1. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
  - a. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - b. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
  - c. Nonvisual Access Technology shall be integrated into any networks used to share communications

- d. among employees, program participants or the public; and the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §2.2-3500 through 2.2- 3504 of the Code of Virginia.

3. The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Contractor to comply if Contractor is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Contractor from discriminating in employment and Va. Code §2.2-4312 obligating Contractor to provide a drug-free workplace.

The Agency does not discriminate against faith-based organizations.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties hereto.

This contract is subject to appropriations by the Virginia General Assembly.

**Signature Page Follows**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CONTRACTOR: MAM FUNDING 1 CORPORATION

AGENCY: UNIVERSITY OF MARY WASHINGTON

SIGNATURE: 

SIGNATURE: Lindsay Fare Digitally signed by Lindsay Fare  
Date: 2025.09.02 11:23:32  
-04'00'

PRINTED NAME: Paul E. Collings

PRINTED NAME: Lindsay Fare

TITLE: President

TITLE: Senior Contract Officer

DATE: 9/12/25

DATE: 9/2/2025

**RENTAL AGREEMENT**

**Renter:**  
University of Mary Washington  
1301 College Avenue  
Fredericksburg, VA 22401

**Owner:**  
MAM Funding 1 Corporation  
25288 Foothills Drive North  
Golden, CO 80401

**Federal ID #** 54-6001757

**Federal ID #** 83-3630777

**Dated as of August 26, 2025**

This Rental Agreement dated as of the date listed above is between Owner and Renter listed directly above. Owner desires to rent the Equipment described in Exhibit "A" to Renter and Renter desires to rent the Equipment from Owner subject to the terms and conditions of this Agreement which are set forth below.

**I. Definitions:**

**Section 1.01. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Rental Agreement and all Exhibits attached hereto.

"Budget Year" means the Renter's fiscal year.

"Commencement Date" is the date when Renter's obligation to pay rent begins.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.

"Owner" means the entity originally listed above as Owner or any of its assignees.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Renter.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Renter's Budget Year.

"Rental Payments" means the payments Renter is required to make under this Agreement as set forth on Exhibit "B".

"Rental Term" means the Original Term and all Renewal Terms.

"Renter" means the entity listed above as Renter and which is renting the Equipment from Owner under the provisions of this Agreement.

"State" means the Commonwealth of Virginia.

"Supplier" means the Supplier of the Equipment as defined on Exhibit A.

**II. Renter Warranties**

**Section 2.01. Renter represents, warrants and covenants as follows for the benefit of Owner or its assignees:**

- (a) Renter is authorized to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Renter has followed all proper procedures of its governing body in executing this Agreement. The Officer of Renter executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Renter in accordance with its terms.
- (b) Renter has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement.
- (c) Renter has never non-appropriated funds under an Agreement similar to this Agreement.
- (d) Renter presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Renter responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Renter reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

**III. Use of Equipment and Rental Payments**

**Section 3.01. Installation and Acceptance.** Renter shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Renter has selected or will select all of the Equipment and the manufacturer or supplier thereof (the "Supplier(s)") and therefore acknowledges that Owner has not selected, manufactured, supplied or provided any Equipment. In reliance upon Renter's execution of and compliance with this Agreement and assignment of Renter's purchase rights for the Equipment to Owner, Owner shall issue its purchase order to the Supplier(s) for the Equipment. As soon as practicable after the date on which the Equipment have been delivered and determined by Supplier(s) to be ready for use at Renter's location (the "Acceptance Date"), Renter will execute a Certificate of Acceptance in the form attached and dated as of the Acceptance Date. If (i) no Event of Default has occurred, (ii) Owner receives such executed Certificate of Acceptance, all other documents and information required under this Agreement, and (iii) Owner receives appropriate invoices and related documents from Supplier(s), Owner shall pay the Supplier(s) for the Equipment. Renter shall arrange with the Supplier(s) for delivery and installation of Equipment. All Equipment shall be shipped directly from Supplier(s) to Renter. Owner shall have no liability for any delay or failure by the Supplier(s) to deliver and install Equipment, or to perform any services, or with respect to the selection, installation, testing, performance, quality, maintenance or support of the Equipment. Renter, at its expense, will pay all transportation, packing, taxes, duties, insurance, installation, testing, maintenance and other charges in connection with the delivery, installation and use of the Equipment.

**Section 3.02. Rental Payments.** Renter shall pay Rental Payments exclusively to Owner or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Owner or its assignees. The Rental Payments shall constitute a current expense of the Renter and shall not constitute an indebtedness of the Renter. All Rental Payments shall be paid in accordance with the Commonwealth of Virginia prompt payment act 2.2-4347 through 2.2-4354. The Rental Payments will be payable without notice or demand. Renter shall pay any and all sales and use tax levied against or imposed upon the Equipment.

**Section 3.03. Rental Payments Unconditional.** Except as provided under Section 4.01, THE OBLIGATIONS OF RENTER TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

**Section 3.04. Rental Term.** The Rental Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B.

**Section 3.05. Disclaimers.**

- (a) OWNER, NOT BEING THE SUPPLIER OR THE AGENT OF ANY SUPPLIER, MAKES NO WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE EQUIPMENT COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION OR CONTRACT, PATENT OR COPYRIGHT INFRINGEMENT, OR LATENT DEFECTS. OWNER SHALL HAVE NO LIABILITY WHATSOEVER FOR THE BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY THE SUPPLIER(S). OWNER MAKES NO REPRESENTATION AS TO THE TREATMENT BY RENTER OF THIS AGREEMENT FOR FINANCIAL STATEMENT OR TAX PURPOSES. RENTER AGREES THE EQUIPMENT IS "AS IS." Renter agrees, regardless of cause, not to assert any claim whatsoever against Owner for any indirect, consequential, incidental or special damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service.
- (b) Renter shall look solely to the Supplier(s) for any and all claims related to the Equipment. RENTER UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER(S) NOR ANY SALESPERSON OR OTHER AGENT OF SUPPLIER(S) IS AN AGENT OF OWNER, NOR ARE ANY OF THEM AUTHORIZED TO WAIVE OR ALTER THIS AGREEMENT. No representation by Supplier(s) shall in any way affect Renter's duty to pay the Rental Payments and perform its obligations under this Agreement.

**Section 3.06 End of Rental Term Options.** Renter may, if no Event of Default then exists, (i) purchase all (but not less than all) of the Equipment by paying Owner the fair market value for the Equipment as determined by Owner, (ii) renew this Agreement on a monthly or annual basis at a mutually agreed upon Rental Payment amount, (iii) return Equipment to the Owner pursuant to Section 3.07. Renter must provide Owner written notice of the option selected not less than 90 days prior to the end of the Rental Term. If Renter elects to purchase Equipment, Renter shall, on the last day of the Rental Term, pay to Owner the purchase price for Equipment in cash; and upon receipt of such payment Owner shall transfer to Renter title to the Equipment, free and clear of any claim, lien or encumbrance (other than those held by parties claiming by, through or under Renter), but without recourse, representation or any other warranty, express or implied, "AS IS", in its then condition and location. Renter shall be responsible for all sales and use tax on the purchase of the Equipment.

**Section 3.07. Surrender.** Once Renter has made all of the Rental Payments set forth under Exhibit B, Renter shall allow original supplier to teardown, remove, and for the return of Equipment to Owner's storage facility. Owner and Renter shall inspect the Equipment upon their removal, and the results of such inspections shall be conclusive as to any damage to the Equipment above ordinary wear and tear. Renter shall be responsible for the prompt payment of any and all damages to or reduction in value of the Equipment.

#### **IV. Non-Appropriation**

**Section 4.01. Non-Appropriation.** If insufficient funds are available in Renter's budget for the next budget year to make the Rental Payments for the next Renewal Term then Renter shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. If Renter chooses this option, then all obligations of the Renter under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Renter. Renter shall immediately notify the Owner as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Renter shall deliver the Equipment to Owner as provided below in Section 9.04. Renter shall be liable for all damage to the equipment other than normal wear and tear. If Renter fails to deliver the Equipment to Owner, then Owner may enter the premises where the Equipment is located and take possession of the Equipment and charge Renter for costs incurred.

#### **V. Insurance, Damage, Insufficiency of Proceeds, Indemnification**

**Section 5.01. Insurance.** Renter shall maintain property and liability insurance at its own expense with respect to the Equipment. Renter shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Renter is required to make Rental Payments. Renter shall provide Owner with a Certificate of Insurance which lists the Owner and/or assigns as a loss payee on the policies with respect to the Equipment. Renter shall insure the Equipment against any loss or damage in an amount at least equal to the then applicable Stipulated Loss Value of the Equipment. Renter may self-insure against the casualty risks described above. If Renter chooses this option, Renter must furnish Owner with a certificate and/or other documents which evidences such self insurance. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Owner or its assignees. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term.

**Section 5.02. Damage to or Destruction of Equipment.** Renter assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Renter will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Owner, Renter shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Stipulated Loss Value. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03. Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Renter shall, at the option of Owner, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Stipulated Loss Value and pay the deficiency, if any, to the Owner.

#### **VI. Title and Security Interest**

**Section 6.01. Title.** Title to the Equipment shall vest in Owner upon execution of this Agreement. Title to the Equipment will remain with the Owner throughout the Rental Term. Renter agrees that Owner or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Renter which Owner deems necessary or appropriate to protect Owner's interest in the Equipment and in this Agreement.

**Section 6.02. Owner.** Renter acknowledges and agrees that Owner is sole and exclusive owner of the Equipment, and that by the execution of this Agreement, Renter shall not possess or obtain any ownership interest, legal or equitable, in the Equipment, except solely as Renter hereunder and subject to the terms hereof. The Equipment is and shall at all times be and remain, personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become in any manner affixed or attached to real property.

#### **VII. Assignment**

**Section 7.01. Assignment by Owner.** All of Owner's rights, title and/or interest in the Rental Payments may be assigned in whole or in part to one or more assignees or sub-assignees by Owner at any time without the consent of Renter. No such assignment shall be effective as against Renter until the assignor shall have filed with Renter written notice of assignment identifying the assignee. Renter shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Owner or the assignee named in the notice of assignment. Renter shall keep a complete and accurate record of all such assignments.

**Section 7.02. Assignment by Renter.** None of Renter's right, title and interest under this Agreement and in the Equipment may be assigned by Renter unless Owner approves of such assignment in writing before such assignment occurs.

#### **VIII. Maintenance of Equipment**

**Section 8.01.** Renter shall maintain the Equipment and comply with all laws related to the use, possession, and operation of the Equipment while it is in Renter's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Renter shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance to Supplier's recommendations. Supplier has agreed to provide an extended warranty and maintenance plan for the Equipment, the cost of which is included in the Rental Payment. Renter will be liable for all damage to the Equipment, other than normal wear and tear, caused by Renter, its employees or its agents. Renter shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Renter shall allow Owner to examine and inspect the Equipment at all reasonable times.

#### **IX. Default**

**Section 9.01. Events of Default defined.** The following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Renter to pay any Rental Payment listed on Exhibit "B" for thirty (30) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure by Renter to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Renter by Owner, unless Owner agrees in writing to an extension of time. Owner will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Renter. Subsection (b) does not apply to Rental Payments and other payments discussed above.

- (c) Any statement, material omission, representation or warranty made by Renter in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Renter's intent and which materially adversely affects the rights or security of Owner under this Agreement.
- (d) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Owner.
- (e) Renter admits in writing its inability to pay its obligations. Renter defaults on one or more of its other obligations. Renter applies or consents to the appointment of a receiver or a custodian to manage its affairs. Renter makes a general assignment for the benefit of Owners.

**Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Owner shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, Owner may declare all Rental Payments and other amounts payable by Renter hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Agreement, Renter shall allow the Owner or its designee to enter the premises where the Equipment is located and take possession of the Equipment as provided below in Section 9.04. Such removal shall take place within 15 days after the event of default occurs. Notwithstanding that Owner has taken possession of the Equipment, Renter shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Renter will be liable for any damage to the Equipment caused by Renter or its employees or agents.
- (c) Owner may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Renter shall be responsible to Owner for all costs incurred by Owner in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

**Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Owner is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04. Return of Equipment.**

- (a) **Surrender:** The Renter shall, at its own expense, surrender the Equipment to the Owner or its designee in the event of a default by allowing the Owner or its designee to take possession of the Equipment.
- (b) **Delivery:** Renter shall allow Owner or supplier to tear down, remove, and for the return of Equipment to Owner. The Renter shall deliver to the Owner the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Renter's possession relating to the maintenance and methods of operation of such Equipment.
- (c) **Condition:** When the Equipment is surrendered to the Owner it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Owner to sell or lease it to a third party and be free of all liens. If Owner reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Owner may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Renter shall promptly reimburse Owner for all amounts reasonably expended in connection with the foregoing.

## **X. Miscellaneous**

**Section 10.01. Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02. Binding Effect.** Renter acknowledges this Agreement is not binding upon the Owner or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Owner's satisfaction, and Owner has executed the Agreement. Thereafter, this Agreement shall inure to the benefit of and shall be binding upon Owner and Renter and their respective successors and assigns.

**Section 10.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04. Amendments, Addenda, Changes or Modifications.** This Agreement may be amended, added to, changed or modified by written agreement duly executed by Owner and Renter.

**Section 10.05. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06. Captions.** The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 10.07 ARTICLE 2A WAIVERS.** In the event that Article 2A of the Uniform Commercial Code is adopted under applicable state law and applies to this Agreement, then Renter, to the extent permitted by law, waives any and all rights and remedies conferred upon a Renter by Sections 2A-508 through 2A-522 of such Article 2A, including, but not limited to, Renter's rights to: (i) cancel or repudiate this Agreement; (ii) reject or revoke acceptance of the Equipment, Software or Services; (iii) claim, grant or permit a security interest in the Equipment in Renter's possession or control for any reason; (iv) deduct from Rental payments or other amounts due hereunder, all or any part of any claimed damages resulting from Owner's default, if any, under this Agreement; (v) accept partial delivery of the Equipment; (vi) "cover" by making any purchase or Agreement of or contract to purchase or Agreement equipment in substitution for Equipment designated in this Agreement; and (vii) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified to this Agreement. To the extent permitted by applicable law, Renter also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Owner to sell, Agreement or otherwise use any Equipment in mitigation of Owner's damages or which may otherwise limit or modify any of Owner's rights or remedies.

**Section 10.08. Master Rental.** This Agreement can be utilized as a Master Rental Agreement. This means that the Owner and the Renter may agree to the rental of the additional Equipment under this Agreement at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by Owner. For purposes of this section, the term "Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by the Owner all of which relate to the renting of additional Equipment. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Agreement shall govern to each Additional Schedule.

**Section 10.09. Entire Writing.** This Agreement constitutes the entire writing between Owner and Renter. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment rented hereunder. Any terms and conditions of any purchase order or other documents submitted by Renter in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Owner and will not apply to this Agreement.

**Section 10.10. Choice of Law.** This Agreement shall be governed according to the laws of the Commonwealth of Virginia.

Owner and Renter have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**UNIVERSITY OF MARY WASHINGTON**

**Lindsay Fare** Digitally signed by Lindsay Fare  
Date: 2025.09.02 11:23:54 -04'00'

Signature

Lindsay Fare; Senior Contract Officer

Typed Name and Title

**MAM FUNDING 1 CORPORATION**



Signature

Paul E. Collings, President

Typed Name and Title

## EXHIBIT A

## DESCRIPTION OF EQUIPMENT

**RE: Rental Agreement dated as of August 26, 2025, between MAM Funding 1 Corporation (Owner) and University of Mary Washington (Renter)**

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

<b>Qty</b>	<b>Model Number</b>	<b>Description</b>
12	T-PS-LED	Matrix Perf. LED Treadmill Graphite
11	E-PS-LED	Matrix Perf. LED Elliptical Graphite
4	C-PS-LED	Matrix Perf. LED Climbmill Graphite
4	R-PS-LED	Matrix Perf. LED Recumbent Graphite
3	ROWER-02	Matrix Rower
3	CXV	Matrix CXV Virtual Training Cycle
3	-	iFit Commercial Activation
1	CXM-04	Matrix Indoor Cycle CXM

Location of Equipment: 1301 College Avenue, Fredericksburg, VA 22401-5358

Supplier of Equipment: Matrix Fitness

## EXHIBIT B

## PAYMENT SCHEDULE

**RE: Rental Agreement dated as of August 26, 2025, between MAM Funding 1 Corporation (Owner) and University of Mary Washington (Renter)**

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Payment Dates. If Payment dates are not defined below, payments shall commence on the date of Acceptance per the Exhibit C Certificate of Acceptance, and shall continue annually on the same date for the three (3) year term.

End of Rental Term Equipment Return. Unless the Agreement is extended per the terms of the End or Rental Term Options of the Agreement, the Equipment shall be returned to Owner three (3) years from the date of Acceptance per the Exhibit C Certificate of Acceptance.

Acceptance Date: \_\_\_\_\_

Equipment Return Date: \_\_\_\_\_

Pmt #	Rental Payment	Stipulated Loss Value *
1	59,288.71	118,577.42
2	59,288.71	59,288.71
3	59,288.71	0.00

\*Stipulated Loss Value after the current Rental Payment has been made.

University of Mary Washington

**Lindsay Fare**

Digitally signed by Lindsay Fare  
Date: 2025.09.02 11:24:16 -04'00'

Signature

Lindsay Fare; Senior Contract Officer

Typed Name and Title

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

**RE: Rental Agreement dated as of August 26, 2025, between MAM Funding 1 Corporation (Owner) and University of Mary Washington (Renter)**

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I, the undersigned, hereby certify that I am a duly qualified representative of Renter and that I have been given the authority by the Governing Body of Renter to sign this Certificate of Acceptance with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Renter's specifications.
2. Renter has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

University of Mary Washington

**Lindsay Fare**

Digitally signed by Lindsay Fare  
Date: 2025.09.02 11:24:35 -04'00'

Signature

Lindsay Fare; Senior Contract Officer

Typed Name and Title

9/2/2025

Date

**EXHIBIT D**

**EVIDENCE OF AUTHORITY**

**[FY 2025 Signature Card to be attached]**

**EXHIBIT E**

**[Contract Form Addendum to be attached]**

## INVOICE INSTRUCTIONS

(This information enables us to invoice you correctly.)

### University of Mary Washington

**BILL TO ADDRESS:** University of Mary Washington  
Attn: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

### BILLING CONTACT:

Please choose your preferred method to receive invoices:  E-mail  Regular Mail

First, M.I. and Last Name: Lauren Bass  
Title: Accounts Payable Manager  
Phone Number: 540-654-1226  
Cell Phone Number:  
E-mail: lbass@umw.edu

Additional Billing Contact:  
First, M.I. and Last Name: Debra Cash  
Title: Accounts Payable Assistant Manager  
Phone Number: 540-654-1225  
Cell Phone Number:  
E-mail: dcash@umw.edu

### PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES  NO   
Purchase Order Number:

**FEDERAL TAX ID NUMBER:** 54-6001757

**EQUIPMENT LOCATION** (If different from Billing Address): UMW Fitness Center  
1301 College Avenue  
Fredericksburg, VA 22401

**ADDITIONAL INFORMATION NEEDED ON INVOICE:**

# MAM FUNDING 1 CORPORATION

25288 FOOTHILLS DRIVE NORTH  
GOLDEN, CO 80401  
PHONE: 303-273-9494  
FAX: 303-273-9505  
EMAIL: PECOLLINGS@MAMGT.COM

# INVOICE

INVOICE NO: 082620252M1  
DATE: August 26, 2025  
PO#: \_\_\_\_\_

To: University of Mary Washington  
Attn: Ken Manahan/Accounts Payable  
1125 Jeff Davis Highway, Suite 480  
Fredericksburg, VA 22401

TERMS
Due at acceptance

DESCRIPTION	AMOUNT
First Rental Payment for the Rental Agreement dated as of August 26, 2025 between MAM Funding 1 Corporation, Owner and University of Mary Washington, Renter.	\$59,288.71

SUBTOTAL	\$59,288.71
TOTAL DUE	\$59,288.71

Please make check payable to MAM Funding 1 Corporation and mail it to the following address:

MAM Funding 1 Corporation  
25288 Foothills Drive North  
Golden, CO 80401

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, CALL PAUL COLLINGS, 303-273-9494

**THANK YOU FOR YOUR BUSINESS!**



# FITNESS EQUIPMENT PROPOSAL

***PREPARED EXCLUSIVELY FOR***

University of Mary Washington -  
Michael Middleton  
July 21, 2025

***PREPARED BY***

Matrix Fitness  
Anthony Barnes  
1600 Landmark Dr  
Cottage Grove, WI 53527  
804-334-7844  
anthony.barnes@matrixfitness.com

***2025 Contract***

The image shows a close-up of a black Matrix Fitness piece of equipment, likely a treadmill or elliptical, with a yellow safety bar. The word "MATRIX" is printed in white on a black background in the upper left corner. The equipment has a textured black surface and a yellow safety bar with three white chevrons pointing right.

**MATRIX**

## **EXECUTIVE SUMMARY**

Matrix Fitness is the world's fastest-growing commercial fitness brand and a favorite choice of fitness facilities worldwide. We have grown to be one of the leading fitness equipment brands in the global commercial segment through new product development, continuous innovation, strategic partnerships, distribution excellence, superior customer tech support and forward-thinking business solutions for our customers. Matrix Fitness is excited to work with you by providing a turnkey solution that includes:

1. Industry-leading cardiovascular, strength and group exercise equipment
2. Competitive pricing, warranties, and customer support
3. Seamless installation
4. Dedicated account management
5. Extensive training and development on equipment

With all you do to serve your diverse community, you deserve a partner that's just as committed. Choose Matrix, and you'll get more than lasting-quality equipment, accessible technology and performance that delights your audience. From offering a uniform solution to installing the perfect mix of products to educating your staff, Matrix is committed to working with you in ways that make a difference.

Thank you,

A handwritten signature in black ink that reads "Mark Zabel".

Mark Zabel  
Global Chief Marketing Officer & President of U.S. Commercial Division  
Johnson Health Tech NA  
D.B.A. Matrix Fitness  
1600 Landmark Drive  
Cottage Grove, WI 53527  
Phone: (608) 839-1240

The top section of the image features a collage. On the left is a black rectangle with the word 'MATRIX' in white, bold, sans-serif font. To the right are three vertical panels: the top one shows a woman with blonde hair looking at a Matrix treadmill console; the middle one shows a man in a red shirt performing a squat with a barbell; the bottom one shows a woman in a blue tank top running on a Matrix treadmill in a bright, modern gym with large windows.

**MATRIX**

Thank you for the opportunity to assist in your project. I'm pleased to present to you this proposal, with solutions customized for your facility.

Please contact me should you have any questions or additional needs. We at Matrix look forward to growing a partnership with you.



# Your Matrix Sales Representative

**Anthony Barnes**

North Atlantic District Sales Rep

[anthony.barnes@matrixfitness.com](mailto:anthony.barnes@matrixfitness.com)

804-334-7844



QUOTE

# QUOTE

# MATRIX

**Date:** 07/21/2025  
**Quote #:** QUO-197327-F1F9D3  
**Expires On:** 08/20/2025

**Primary Sales Contact**

Anthony Barnes  
P: 804-334-7844 F: 608-839-8002  
anthony.barnes@matrixfitness.com

**Alternate Sales Contact**

Becki Gamache  
P: 703-774-8151 F: 608-839-8002  
becki.gamache@matrixfitness.com

**Bill To:**

University of Mary Washington -  
Michael Middleton  
1301 College Ave  
Fredericksburg, VA 22401-5358  
US  
(540) 654-1801 - mmiddlet@umw.edu

**Ship To:**







University of Mary Washington -  
1301 College Ave  
Fredericksburg, VA 22401-5358  
US

**Comments:**

3 Year Preventative Maintenance Included with FitRepairs performing the services. Terms and conditions per current contract UCPUMW 19-1017 control.

**Shipping Notes:**

- Strength Frame Color: \*Iced Silver (STD) - Pad Color: \*Black (std) - Cardio Frame Color: \*Graphite

Qty	Model Number		Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
12	T-PS-LED		<a href="#">Matrix Perf. LED Treadmill Graphite</a>	\$11,420.00	\$5,046.20	\$60,554.40
11	E-PS-LED		<a href="#">Matrix Perf. LED Elliptical Graphite</a>	\$8,625.00	\$3,809.19	\$41,901.09
4	C-PS-LED		<a href="#">Matrix Perf. LED Climbmill Graphite</a>	\$12,095.00	\$5,343.53	\$21,374.12
4	R-PS-LED		<a href="#">Matrix Perf. LED Recumbent Graphite</a>	\$5,750.00	\$2,699.00	\$10,796.00
3	ROWER-02		<a href="#">Matrix Rower</a>	\$2,385.00	\$1,551.00	\$4,653.00
3	CXV		<a href="#">Matrix CXV Virtual Training Cycle</a>	\$7,305.00	\$3,987.00	\$11,961.00
3	-		iFit Commercial Activation	\$110.00	\$84.00	\$252.00
1	CXM-04		<a href="#">Matrix Indoor Cycle CXM</a>	\$3,170.00	\$1,848.00	\$1,848.00

<b>List Price Total</b>	<b>\$335,865.00</b>	<b>Equipment Sales Price</b>	<b>\$153,339.61</b>
<b>Customer Savings</b>	<b>\$182,525.39</b>	<b>FRT/ASM/DEL</b>	<b>\$0.00</b>

<b>Customer Subtotal (before tax)</b>	<b>\$153,339.61</b>
<b>Tax (Estimated,subject to change)</b>	<b>\$0.00</b>
<b>Total Amount Due (USD)(including tax)</b>	<b>\$153,339.61</b>

\*\* Images shown are for illustration purposes only and may not be an exact representation. \*\*  
\*\* Olympic bars, dumbbells, weight plates and other accessories depicted in product images are not included. \*\*

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:  
**Johnson Health Tech North America Inc**

**USPS only**  
Johnson Health Tech NA Inc  
PO Box 88931  
Milwaukee, WI 53288-8931

**Courier Services – UPS, FedEx, etc**  
Johnson Health Tech North America Inc - 010931  
4900 W Brown Deer Rd  
Milwaukee, WI 53223

**Quote #:** QUO-197327-F1F9D3

**Quote Amount:** \$153,339.61

**Payment Terms:** Lease, Net 30

Signature: \_\_\_\_\_  
Print Name: Lindsay Fare  
Facility Name: University of Mary Washington  
Date of Acceptance: 8/26/2025  
Deposit Amount: Payments made to MAM

~~NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.~~

## JHTNA TERMS AND CONDITIONS OF SALE

**1. Acceptance and Governing Provisions.** This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation (“JHTNA”), to sell the products and/or services described herein (collectively, the “Goods”) to the purchaser to which it is addressed (the “Purchaser”), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Quote and the attached Power Requirements for Matrix Equipment (collectively, the “Agreement”). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser’s purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser’s purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires thirty (30) days from its date or upon JHTNA’s prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

**2. Payment.** The purchase price, including any and all related costs, is due in full and must be received by JHTNA before shipment of the Goods, unless Purchaser has been approved by JHTNA for open credit. To apply for open credit, Purchaser must complete the JHTNA Credit Application and submit to [MatrixAR@johnsonfit.com](mailto:MatrixAR@johnsonfit.com) for review and approval. JHTNA will determine credit based the completed Credit Application, and may also rely on reference checking, D&B and Credit Safe Reports and review of complete Financials of Purchaser. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within thirty (30) days of Purchaser’s receipt of JHTNA’s invoice shall be past due. Interest shall be payable at the rate of eighteen (18%) per year (but not more than the highest rate permitted by applicable law) on all amounts past due. Unless otherwise prohibited by law, if at all, Purchaser agrees to pay JHTNA’s actual attorney’s fees and all costs incurred by JHTNA in connection with enforcing JHTNA’s rights under this Agreement, including without limitation any non-payment of amounts owed and collections costs, whether or not litigation is commenced. If in JHTNA’s sole judgment a Purchaser’s financial condition at any time does not justify selling to Purchaser on open credit, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

**3. Taxes and Other Charges.** Any manufacturer’s tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on JHTNA and/or Purchaser, or measured by the transaction between JHTNA and Purchaser shall be invoiced by JHTNA and paid by Purchaser in addition to the Product prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

**4. Delivery, Claims and Force Majeure.** Purchaser has the right to choose a carrier for delivery of Goods to Purchaser’s facility. If Purchaser chooses a carrier, Purchaser has the obligation to and shall schedule pickup with JHTNA for pickup from one of JHTNA’s facilities, Purchaser shall be solely responsible for all payments, cost and expenses related to scheduling, logistics and delivery. If Purchaser chooses to have JHTNA coordinate delivery of the Goods, JHTNA will do so pursuant to the terms of the Agreement. Delivery of Goods to a carrier at JHTNA’s facility or other loading point designated by Purchaser or JHTNA (as the case may be) shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for by Purchaser when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within five (5) business days after Purchaser’s receipt of shipment of the Goods. Purchaser’s failure to give such written notice to JHTNA shall constitute the unqualified acceptance of the Goods by Purchaser, and Purchaser shall be deemed to have waived all

such claims for shortages or other errors relative to the delivered Goods. JHTNA is not responsible for any loss or damage to Goods during transit or delivery. Claims for loss or damage to Goods in transit shall be made by Purchaser to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and thirty (30) days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause that is not reasonably foreseeable and that is outside JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, federal or state declarations, pandemics, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, unusually severe weather conditions, theft, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

**5. Cancellation or Modification.** Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. If cancellation or modification of an order is approved by JHTNA in writing, Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, restocking fees and costs, out-of-pocket expenses and loss of profit and allocable overhead. In no event shall Purchaser cancel or modify an order after delivery of the Goods. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

**6. Changes.** JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment and sole discretion of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, non-availability or shortages of materials from suppliers or price changes.

**7. Warranties.** JHTNA warrants the Goods manufactured by JHTNA and supplied to Purchaser hereunder to be free from material defects in materials and workmanship, under normal use and service, for a time period in accordance with JHTNA's published warranty for the product then in effect at the time Purchaser's order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a material manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option and cost. Subject to any other obligations JHTNA may have under this Agreement, such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within ten (10) days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

**8. Returns.** Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

**9. Assumption of Risk for Use.** Purchaser and each user of the Goods sold by JHTNA pursuant to this Agreement shall be solely responsible for the proper use of such Goods. Purchaser acknowledges and agrees that use of such Goods may result in personal injury or death. The purchase of such Goods by Purchaser shall constitute Purchaser's acknowledgement and acceptance of any and all responsibility and liability that may result from use of the Goods. Purchaser's assumption of risk and liability shall not include liability that results solely from JHTNA's gross negligence,

willful misconduct or breach of this agreement, including any material defect in the manufacturing of the Goods by JHTNA.

**10. Limitation of Liability and Other Damages.** Except as otherwise provided herein, JHTNA's liability hereunder and with respect to the Goods sold shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, unless otherwise set forth herein, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

**JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.**

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such property or personal injury damages; provided, however, that if such property or personal injury damages are solely the result of JHTNA's gross negligence, willful misconduct or breach of this Agreement, including a material defect in the manufacture of the Goods, then JHTNA shall defend, hold harmless and indemnify Purchaser from and against such liability resulting from JHTNA's gross negligence, willful misconduct or breach of this Agreement. However, JHTNA's liability shall not extend to any damages, including property or personal injury damages, that are shown to result from, in whole or in part, any alteration of the Goods by Purchaser or any other unauthorized third party, improper placement of the Goods by Purchaser or any other unauthorized third party, improper maintenance of the Goods by Purchaser or any other unauthorized third party or improper use of the Goods.

**11. Indemnification.** Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in any way connected with the Goods sold hereunder, including without limitation Purchaser's or any other third party's use of the Goods, any alteration of the Goods, any improper placement of the Goods or any improper maintenance of the Goods.

**12. Security Agreement.** This Agreement shall constitute a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom without

any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

**13. Landlord's Liens.** If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

**14. Technical Information.** Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

**15. Patents, Trademarks and Copyrights.** JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such Goods, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such Goods are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement; and (b) if in such suit use of such Goods by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the Goods, (ii) modify the Goods to render them non-infringing, (iii) replace the Goods with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the Goods.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without JHTNA's written consent, or for infringements of combination or process patents covering the use of the Goods in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any Goods furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of Goods sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

**16. Spacing Behind Treadmills.** Per industry safety standards (ASTM F2115 and EN 957-6), JHTNA hereby notifies Purchaser of the need to locate treadmills ensuring that there is a two (2) meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although JHTNA is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from JHTNA, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release JHTNA and its affiliated companies, including Johnson Health Tech Co., Ltd, and all of their officers, shareholders, employees, insurers and representatives (collectively, "the JHTNA Parties") from, and indemnify the JHTNA Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

**17. Strength Training Anchoring Requirements.** Purchaser acknowledges that JHTNA has informed Purchaser of JHTNA's requirement that the specific strength equipment, including Connexus strength units, XULT Rigs and other strength equipment where applicable (the "Anchored Strength Equipment") be anchored to the floor, the wall, or both the floor and the wall of Purchaser's facility in order to prevent any tipping, rocking or shifting of the Anchored Strength Equipment during the use or reasonably foreseeable misuse of the Anchored Strength Equipment. Anchoring to both floor and wall is required for XULT Rigs products. Purchaser also acknowledges that the Anchored Strength Equipment was designed for the use of straps, belts, chains, ropes and/or other devices for pulling or pushing on the Anchored Strength Equipment, and the use of those devices will compromise the stability of the Anchored Strength Equipment unless the Anchored Strength Equipment are properly anchored. Therefore, Purchaser acknowledges the need to anchor the Anchored Strength Equipment as described in the owner's manual for the Anchored Strength Equipment.

As a condition to Order fulfillment, Purchaser shall hire, at Purchaser's sole cost, a licensed contractor knowledgeable of Purchaser's facility and site conditions to anchor the Anchored Strength Equipment as described in the Anchored Strength Equipment owner's manual prior to use of the Anchored Strength Equipment.

Purchaser agrees to indemnify, defend and hold harmless JHTNA and its officers, directors, shareholders, employees, representatives and insurers from any claims damages or losses of any type including claims for personal injury or death and property damage, arising out of or relating in any way to the following: (a) the work performed by the licensed contractor hired by Purchaser; (b) the failure to anchor the Anchored Strength Equipment or the insufficient or improper anchoring of the Anchored Strength Equipment; and (c) Purchaser's failure to comply with these Terms.

**18. Purchaser's Property.** Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

**19. Governing Law and Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims. Purchaser shall not assign this Agreement without JHTNA's express prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

**20. Remedies Cumulative.** Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

**21. Confidentiality.** Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

**22. Entire Agreement.** This Agreement, including JHTNA's Quote and Power Requirement for Matrix Equipment which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the remaining provisions.

## Performance Treadmill

### LED CONSOLE

T-PS-LED

For runners who demand intense performance and comfort in one, our Performance Treadmill exceeds expectations. Precision engineered and powerful, our durable components stand up to heavy use, high-intensity workouts and performance training for years, and smart maintenance features make it easy to keep it ready for a steady stream of true enthusiasts.



Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE	
DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests  †Some of these programs may not be available on this frame.
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Facility 360 and Community 360
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No
USB PORT	Yes; device charging, software updates
WIRELESS CHARGING (QI)	No

CSAFE READY	Yes
AUTO WAKE-UP	No
FRAME	
CONTACT & TELEMETRIC HR	Yes
CROSSBAR CONTROLS	Yes
CUSHIONING SYSTEM	Ultimate Deck
DRIVE SYSTEM	5.0 hp AC Dynamic Response Drive System
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Continuous multi-grip design
INCLINE RANGE	0-18% (1,300-lb. thrust-elevation motor)
MAX USER WEIGHT	182 kg / 400 lbs.
POWER REQUIREMENTS	20 A dedicated circuit required, non-looped grounded
RUNNING SURFACE AREA	152 x 56 cm / 60" x 22"
RUNNING SURFACE TYPE	Belt and deck
SERVICE CASTER	Optional
SPEED RANGE	0.8-23 km/h / 0.5-15 mph
STEP-ON HEIGHT	24 cm / 9.5"
TREAD SENSE	Yes
CAST ALUMINUM END CAPS	Yes
ASSEMBLED DIMENSIONS	220.2 x 92.6 x 168.5 cm / 86.7" x 36.5" x 66.3"
ASSEMBLED WEIGHT	197 kg / 434.3 lbs.
SHIPPING WEIGHT	231 kg / 509.3 lbs.

## Performance Elliptical

### LED CONSOLE

E-PS-LED

The premium design of our durable Performance Elliptical offers a dynamic exercise experience. Patented suspension design minimizes noise and friction to extend product life, while constant rate of acceleration and refined ergonomics make workouts ultra-smooth and comfortable. A removable disk streamlines service and maintenance, minimizing downtime.



Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE	
DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests  †Some of these programs may not be available on this frame.
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Facility 360 and Community 360
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No

USB PORT	Yes; device charging, software updates
WIRELESS CHARGING (QI)	No
CSAFE READY	Yes
AUTO WAKE-UP	No
FRAME	
ASSEMBLED DIMENSIONS	178 x 74 x 181 cm / 70.1" x 29.1" x 71.3"
CONTACT & TELEMETRIC HR	Yes
ETHERNET CONNECTIVITY	Yes
MAX USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 30 RPM self-powered
MINIMUM WATTS	5 W powered or 35 W self-powered
PEDAL SPACING	6.4 cm / 2.5"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
RESISTANCE SYSTEM	Brushless generator
STEP-ON HEIGHT	24 cm / 9.5"
STRIDE LENGTH	53.3 cm / 21"
TOP-DOWN LEVELERS	Yes
WATT RANGE	5–650 W
RESISTANCE RANGE	5–775 W
ASSEMBLED WEIGHT	190 kg / 418.9 lbs.
SHIPPING WEIGHT	230.8 kg / 508.8 lbs.
RESISTANCE LEVELS	25



## Performance ClimbMill

### LED CONSOLE

C-PS-LED

Give members an exceptional climb with a premium ClimbMill engineered for unmatched security and durability. Control Zone stops the stairs instantly if anything pushes against rotation, and robust components withstand hard use. A range of refined design features makes every workout more comfortable and service quicker and easier than ever.



Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE	
DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests  †Some of these programs may not be available on this frame.
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Facility 360 and Community 360
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No
USB PORT	Yes; device charging, software updates

WIRELESS CHARGING (QI)	No
CSAFE READY	Yes
AUTO WAKE-UP	No
FRAME	
ASSEMBLED DIMENSIONS	182.5 x 102.4 x 219.1 cm / 71.9" x 40.3" x 86.3"
AUTO-STOP FUNCTION	Yes; frame mounted IR
CONTACT & TELEMETRIC HR	Yes
CONTROL ZONE	Yes
DRIVE SYSTEM	Clutched ECB with motorcycle-grade, sealed drive chain and belt
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Perimeter
LOCKING STAIRCASE	Yes
MAXIMUM USER WEIGHT	182 kg / 400 lbs.
MINIMUM USER WEIGHT	45 kg / 99 lbs.
POWER REQUIREMENTS	100–240 V — 50/60Hz AC
SERVICE CASTER	Yes
STEP DIMENSIONS	25.4 x 46 x 20.3 cm / 10" x 18" x 8"
STEP-ON HEIGHT	25.4 cm / 10"
TOP-DOWN LEVELERS	Yes
RESISTANCE RANGE	24–162 SPM
ASSEMBLED WEIGHT	188.8 kg / 416.2 lbs.
SHIPPING WEIGHT	209.8 kg / 462.5 lbs.
RESISTANCE LEVELS	25

## Performance Recumbent Cycle

### LED CONSOLE

R-PS-LED

Our ultra-durable, ergonomically refined Performance Recumbent Cycle distributes weight and maximizes support for low-impact cardio. Designed for easy placement and accessibility for members of all kinds, the adjustable, ergonomically sculpted seat and back pad enhance comfort while a smart design minimizes service so it's always ready to ride.



Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE	
DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests  †Some of these programs may not be available on this frame.
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Facility 360 and Community 360
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No
USB PORT	Yes; device charging, software updates
WIRELESS CHARGING (QI)	No

CSAFE READY	Yes
AUTO WAKE-UP	No
FRAME	
ASSEMBLED DIMENSIONS	150 x 65 x 143 cm / 59.1" x 25.6" x 56.3"
CONTACT & TELEMETRIC HR	Yes
CRANK DESIGN	Three piece with forged arms and integrated puller
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Seat side; front ergo bend
MAXIMUM USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 25 RPM self-powered
MINIMUM WATTS	4 W powered or 10 W self-powered
PEDAL SPACING	17.5 cm / 6.9"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
REAR-LIFT HANDLE	Yes
RESISTANCE SYSTEM	Brushless generator
SEAT ADJUSTMENT	Single-hand lever
SEAT MATERIAL	Custom one-piece, molded seat back and bottom
TOP-DOWN LEVELERS	Yes
RESISTANCE RANGE	1–500 W
ASSEMBLED WEIGHT	94.4 kg / 208.1 lbs.
SHIPPING WEIGHT	106.5 kg / 234.8 lbs.
RESISTANCE LEVELS	30

## Rower



Our low-impact rower offers an intense cardio workout that strengthens the entire body. It includes: aluminum flywheel; 10 magnetic resistance settings; adjustable, backlit console; program quick keys; ergonomic seat with lock; comfortable, reinforced handle; reinforced aluminum rail; low-maintenance cord; and compact footprint that stands vertically and rolls for storage convenience.

- Seat lock offers enhanced stability when getting on or off the rower
- Compact footprint offers easy placement virtually anywhere in your facility
- Ergonomic contours of the seat makes intense training sessions more comfortable than ever
- Clearly defined quick keys provide instant access to sprinting, distance rowing and high-intensity interval training programs
- Adjustable, backlit console makes it easy to set your training goal and measure your results
- Brushed aluminum flywheel with 10 precise magnetic resistance settings offers challenge to first-time users and experienced rowers alike
- High-quality cord is paired with a long aluminum rail reinforced with stainless-steel strips to stand up to a steady stream of users in the busiest exercise environments
- Can be tilted up to minimize footprint, and built-in wheels make it easy to roll the rower into storage or to a new place on your circuit training floor
- Heel cups include quick release buckles that let users quickly get off the rower, ideal for circuit training
- Long, reinforced handle includes a comfort-enhancing over-mold that allows both large and small users to comfortably pull stroke after stroke

CONSOLE	
DISPLAY SCREEN	Extra-large Backlit LCD Display, 3.5" x 2.5" Screen
PROGRAMS	Manual, Interval, Challenge
TELEMETRIC RECEIVER	Yes
DISPLAY READOUT	Time, Distance, SPM (strokes per minute), Stroke, Watts, Heart Rate, Calories, 500 mtr/split

SPECIAL FEATURES	
MONORAIL	Aluminum
FOOT STRETCHERS	Adjustable Heel Cups with Easy-to-read Settings
HANDLEBAR DESIGN	Extra-long Ergo Grip Handlebar

TECHNICAL DATA	
OVERALL DIMENSIONS (L X W X H)	223 x 55 x 58 cm / 87.6" x 21.5" x 22.8"
POWER REQUIREMENTS	Generator Powered LCD Display w/ Back-up Memory Battery
PRODUCT WEIGHT	59 kg / 130 lbs.
SHIPPING WEIGHT	69 kg / 152 lbs.
MAX USER WEIGHT	158.76 kg / 350 lbs.
RESISTANCE LEVELS	10
DRIVE SYSTEM	Coil Spring Poly-V Belt
RESISTANCE TECHNOLOGY	Magnetic Resistance

WARRANTY	
FRAME	

## Virtual Training Cycle

VIRTUAL TRAINING CYCLE

Now all the different people you serve can ride the way they want to with the Matrix Virtual Training Cycle. They can take on exclusive programming, access instructor-led cycling classes and stream music, movies and shows, all on a cycle precision engineered for intensity. Explore the possibilities by bringing it to your cardio floor today.

\*Product availability may vary by market or by color.



CONSOLE	
DISPLAY	56 cm / 22" class capacitive touchscreen LCD
WORKOUTS	Go, manual, Sprint 8, Virtual Active, instructor-led content, Target Training, target heart rate, interval training, fat burn, rolling hills, constant watts, goal training, fitness tests, custom
IFIT ON-DEMAND WORKOUTS	Yes
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan
FAN	No
ANALOG TV	No
DIGITAL TV	No
IPTV	No
PRO:IDIOM COMPATIBILITY	No
WIFI	Yes
BLUETOOTH	Yes; smartphones, headphones, heart rate
ANT+	Yes
RFID WIRELESS LOGIN	Yes
CONNECTS TO APPLE WATCH	Yes
CONNECTS TO SAMSUNG GALAXY WATCH	Yes
MADE FOR IPHONE, IPAD, IPOD	Yes

USB PORT	Yes; device charging, device media, software updates
WIRELESS CHARGING (QI)	No
CSAFE READY	Yes
AUTO WAKE-UP	Yes
CONTACT AND TELEMETRIC HR	Telemetric only
FRAME	
DRIVE SYSTEM	Flexonic belt with freewheel
POWER MEASUREMENT	Calculated watts
RESISTANCE SYSTEM	Magnetic
PEDAL TYPE	SPD and toe cage
Q FACTOR	16.8 cm / 6.6"
SEAT DESIGN	Ergonomically sculpted saddle
SEAT ADJUSTMENT	Vertical and horizontal
HANDLEBAR DESIGN	Multi-position, racing design
HANDLEBAR ADJUSTMENT	Fixed
CRANK DESIGN	4-way tapered forged steel cranks
LEVELING FEET	4
REAR-LIFT HANDLE	Yes
MAXIMUM USER WEIGHT	158.8 kg / 350 lbs.
ETHERNET CONNECTIVITY	Yes
ASSEMBLED DIMENSIONS	156.6 x 56.5 x 147.8 cm / 61.7" x 22.2" x 58.2"
POWER REQUIREMENTS	100-240 V — 50/60 Hz AC
PRODUCT WEIGHT	62.5 kg / 137.8 lbs.



## CXM Training Cycle

- Low-maintenance, well-protected rear flywheel design includes magnetic resistance for smooth, consistent adjustments and calculated watt measurement within 10% accuracy
- Contoured resistance lever provides tactile feedback for quick changes
- Narrow Q-factor optimizes ergonomics for a real outdoor riding feel
- Ideal for metric-focused group cycling classes or for use by riders on your cardio floor
- Backlit LCD console clearly displays key metrics and offers intuitive operation when switching between watts, heart rate, RPMs or lap mode (compatible with ANT+ and Bluetooth)
- Intuitive adjustments customize the cycle to each user's body
- Ergonomically sculpted seat relieves pressure on touchpoints
- Comfortable multi-position handlebars with an integrated water bottle holder simulate the different grips of real road racing
- Quick-release access panels and easily removable pedal cranks simplify service

DRIVE SYSTEM	
DRIVETRAIN	Flexionic belt
DRIVETRAIN GEAR RATIO	1:10

FEATURES	
POWER MEASUREMENT (WATT)	Calculated
CONSOLE	Backlit LCD
GENERATOR POWERED	Yes
TRAINING INTENSITY GUIDE	No
ANT+/BLUETOOTH ENABLED	Yes
WORKOUT TRACKING COMPATIBLE	No
RESISTANCE SYSTEM	Magnetic
EMERGENCY STOP	Push
FLYWHEEL	Rear, aluminum, evenly-weighted
ADJUSTMENT TYPE	Quick-touch levers
POSTS & SLIDERS	Aluminum, pin-to-lock adjustment
HANDLEBAR ADJUSTMENTS	Vertical & horizontal
SADDLE	Ergonomically sculpted seat
HANDLEBAR	Ergo-formed, multi-position, soft PVC
SADDLE ADJUSTMENTS	Vertical & horizontal
WATER BOTTLE HOLDER	Dual, integrated on handlebar
ASSET MANAGEMENT COMPATIBLE	No
WIFI ENABLED	No
TELEMETRIC HR	Yes

FRAME	
CRANK TYPE	Forged steel 170 mm / 6.7"
Q FACTOR	155 mm / 6.1"
FRAME COLOR	Matte black
FRAME MATERIAL	Steel
SHROUDS & GUARDS	Full frame
FRAME DESIGN	Off-set
PEDAL TYPE	Dual-sided SPD & toe cage
FRAME STABILIZER BARS	Oversized, hidden bolts & fixings
PROTECTION PLATES	Yes
LEVELING FEET	4
TRANSPORT WHEELS	2

TECH SPECS	
OVERALL DIMENSIONS (L X W X H)	122.4 x 56.4 x 102.8 cm / 48.2" x 22.2" x 40.5"
PRODUCT WEIGHT	56.5 kg / 124.5 lbs.
MAX USER WEIGHT	158.75 kg / 350 lbs.



# THANK YOU

**MATRIX**

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CONFIDENTIAL