



NSN

Essentials Renewal 36 Monthly Payments Service Agreement and Extended Warranty

Toro National Support Network (TORO NSN) provides a dedicated and accessible resource for software support and Toro central control system troubleshooting, problem solving and system operation assistance. TORO NSN wishes to establish continuity in its relationships with the highest level of customer satisfaction possible. This Essentials 36 Month Renewal Service Agreement and Extended Warranty (Agreement) is a legal agreement between The Toro Company represented by its division Toro National Support Network (hereinafter referred to as "TORO NSN") and CEDAR HILLS GOLF CLUB (Customer) and becomes effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the expiration or cancellation of your existing Agreement. In consideration for Customer's payment of all applicable fees, TORO NSN shall provide the following:

I. TORO NSN WARRANTY

A. HARDWARE

TORO NSN, pursuant to this Agreement with the Customer warrants to the Customer the TORO central computer system and TORO components in the central control system (i.e. Narrow Band Base Station, DIU, FIU, NB-HHRI, Gateway, RIU and Turfguard)(collectively referred to as "Hardware") against defects in material and workmanship for a period described below, provided such hardware is used according to recommended specifications.

Regarding any and all radio communications system(s) and related components that are purchased from Toro, it is the client, and not Toro, that is responsible for obtaining, complying with, and maintaining, at client's expense, any and all licenses, permits, codes and other such regulatory requirements related to construction, zoning, clearance and other such regulation as issued and enforced by all applicable international, federal, state, county, municipal, local and other governing bodies including but not limited to, The Federal Communications Commission (FCC), The Federal Aviation Administration (FAA), The Environmental Protection Agency (EPA), or any state legislature, county commission, county zoning board, city council, city/municipal zoning board, county building inspection department, city/municipal inspection department, etc.

During the warranty period, TORO NSN will repair or replace at TORO NSN option, any part found to be defective. The Customer's remedy is limited solely to the replacement or repair of defective parts.

This warranty does not apply (i) to acts of God (e.g. earthquakes, flooding, lightning, etc.); (ii) to non-TORO additional hardware; (iii) to hardware installed by anyone other than TORO NSN or its designated agent; (iv) to hardware that is used in any manner contrary to TORO NSN specifications and instructions; (v) to hardware that is altered or modified; (vi) to damage caused by fire or losses incurred due to theft; (vii) to consumable items such as printer cartridges, disks, cd caddies, etc.

Components or hardware added by TORO NSN at the Customer's request that are not part of the published TORO central computer system specifications are covered by manufacturer's warranty only. In the event a replacement component must be shipped, the Customer will receive original standard components until the non-standard component can be repaired or replaced by the manufacturer. Any costs associated with the repair or replacement of a non-standard component will be the responsibility of the Customer.

Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)

Operated during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and are subject to change accordingly without notice.

After-hours On-call Support Technician

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

"Minimum Down-Time" Commitment

In the event that a warranty component must be replaced under this Agreement, the support technician logging the call from the Customer will arrange to place a replacement component with a third-party courier for delivery on the next shipping day if the call is received by 1:00 p.m. Central Time. All calls received after this time, calls received on days when volume of replacement components is high, or calls received on weekends and holidays are not guaranteed for overnight delivery, but will receive priority handling the next business day. Shipments whose destinations are beyond the borders of the continental United States cannot be guaranteed overnight delivery based on varying turnaround times associated with customs. Allow a minimum of 48-hours in these cases. TORO NSN assumes no responsibility for the delivery guarantees of the overnight courier, and is not responsible for delays after the package is in transit. Customer agrees to return the replaced component to TORO NSN within seven business days.

Warranty Period

Three Years, effective upon receipt of the signed Agreement and initial payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement.

B. SOFTWARE

Non-Toro Software applications are warranted exclusively by their respective manufacturers.

C. DISCLAIMER

TORO NSN DISCLAIMS ALL OTHER WARRANTIES IN CONNECTION THEREWITH, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN THAT THE HARDWARE AND SOFTWARE WILL MEET CUSTOMER REQUIREMENTS, OR THAT USE OF THE HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT WILL TORO NSN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE THAT MAY ARISE IN CONNECTION WITH THE USE OR INABILITY TO USE THE HARDWARE OR SOFTWARE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF ANY IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS. THE EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE, AT TORO NSN'S OPTION, EITHER REPAIR OR REPLACEMENT OF THE HARDWARE OR PORTIONS THEREOF IF DEFECTIVE. THIS AGREEMENT DOES NOT COVER DAMAGE SUSTAINED TO THE SYSTEM AS A RESULT OF OWNER/OPERATOR NEGLIGENCE, ELECTRICAL POWER INTERRUPTION, LIGHTNING, FIRE, THEFT OR ACTS OF GOD.

II. SUPPORT SERVICES

In consideration for Customer's payment of all applicable fees, TORO NSN shall provide the Support Services described below ("Support Services"). TORO NSN will make Support Services available for all Hardware and Software provided by TORO NSN to the Customer during the term of this Agreement.

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Future TORO Software

During the term of this Agreement, Customer will receive TORO software service packs (Software fixes for recognized issues) at no charge should such service packs become available. Additionally, Customer will receive a preferred discount on all future TORO central control system enhancement modules (Software enhancements that deliver additional functionality or support new irrigation products) should such modules become available.

Operating System Software

Successive operating system and computer software releases (in development at the time of issuance of this Agreement or to be developed at a later date) by Microsoft® or other manufacturers and subscriptions for other software applications are **not** provided as a part of any extended warranty or agreement available through TORO NSN.

Term of Support Services

Three Years, effective upon receipt of the signed Agreement and initial payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement.

III. FINANCIAL TERMS AND CONDITIONS

Financial Terms

The Customer, pursuant to this Agreement with TORO NSN agrees to the Financial Terms and Payment Schedule. The Support Service portion of this Agreement will be taxed on the monthly basis if state-mandated. Import/duty fees or currency conversions are the Customer’s responsibility; all amounts quoted and payable in U.S. dollars.

Total Amount Payable to TORO NSN	\$ 5,220.00
1 st Payment of 36	\$ 145.00
Sales Tax	\$ 0.00
Initial Amount Payable to TORO NSN	\$ 145.00

Payment Schedule

The Customer, pursuant to this Agreement with TORO NSN agrees to submit the Initial Amount Payable as defined in FINANCIAL TERMS with the signed Agreement to TORO NSN to establish the effective date of this Agreement. Thereafter, monthly payments of **\$145.00** are due on the first day of each month during the term of this Agreement, starting with the month following the effective date, and continuing for a total of **36** monthly payments. The Customer agrees to pay a \$10.00 late charge for each payment not received by TORO NSN within fifteen days after it is due. TORO NSN is not responsible for delivery of services during any period in which payments are in arrears.

Default

If the customer fails to make any payment under this Agreement when it is due, TORO NSN may terminate this Agreement. In the event of default by either party, the defaulting party must pay all expenses paid by the non-defaulting party to enforce its rights under this Agreement including reasonable attorney’s fees and collection costs as permitted by law. In the event of default by the Customer, TORO NSN has the right to assign any collection action.

IV. GENERAL

Modification

This Agreement comprises the entire Agreement between TORO NSN and the Customer with respect to Support Services and Warranties. There is no other agreement. Any change in this Agreement must be in writing and signed by the Customer and TORO NSN.

Termination

This Agreement shall terminate upon the end of the term of this Agreement, upon non-payment, or failure to return replaced components pursuant to the terms of this Agreement. Customer may renew this Agreement (pay to extend the warranty and support period) at any time before its expiration by contacting the TORO NSN Sales Department at 1-888-676-8676 Option 1 or 4.

Indemnity

The Customer will indemnify TORO NSN from all claims, losses and costs arising out of the use or condition of the TORO central control system during the term of this Agreement. Customer is solely responsible for any failure of the product which results from accident, abuse, misapplication or alteration of the product, and TORO

NSN assumes no liability as to consequence of such events under the terms of this Agreement. TORO NSN does not provide property and/or liability insurance.

General

Except as otherwise provided by the law where the Customer resides, the law that will apply to this Agreement is the law of the state where TORO NSN's place of business is located. If that law does not allow any of the provisions in this Agreement, the ones that are not allowed will be void. The rest of this Agreement will still be valid.

An authorized representative of the Customer must sign this Agreement and return it to TORO NSN:

Mailing: TORO NSN
Sales Department
P. O. Box 3339
Abilene, Texas 79604-3339

Shipping: TORO NSN
Sales Department
500 Chestnut, Suite 400
Abilene, Texas 79602

Phone: 1-888-676-8676, press 1 or 4 for Sales
325-673-8765 (Fax)

This Agreement will take effect upon receipt of the signed Agreement and initial payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement.



TORO NSN Authorized Representative (Signature)

CORY PATTERSON CUSTOMER RESOURCE ASSOCIATE
TORO NSN Authorized Representative (Printed Name & Title)

TORO NSN
Installation Name (Printed)

APRIL 23, 2015
Date



Customer Authorized Representative (Signature)

DAVID H. BUNKER CITY MANAGER
Customer Authorized Representative (Printed Name & Title)

CEDAR HILLS GOLF CLUB
Installation Name (Printed)

4/24/15
Date

As the authorized Customer Representative signed above, permission (please indicate your choice by initialing) is _____ is not granted to TORO NSN to contact Customer whether directly or electronically (phone, fax and/or email) regarding its products and services (such as tech tips, renewal information, newsletters, etc.). This permission can be revoked by contacting TORO NSN.