

Rental Agreement, Dated July 14, 2026**Accepted by Owner:**

Team Marathon Fitness, Inc. d/b/a Marathon Fitness
13823 N Promenade Blvd, Suite 200
Stafford, TX 77477

By:

Name:

Title:

Date:

Agreed to by Renter:

City of Pflugerville, Texas
100 East Main Street, P.O. Box 589
Pflugerville, TX 78691

By:

Name:

Title:

Date:

AGREEMENT: Owner hereby rents to Renter and Renter hereby rents from Owner all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Rental Agreement together with the Property Schedule shall be defined as the Agreement.

RENTAL TERM: The Rental Term of the Property listed in the Property Schedule shall commence upon the date of acceptance of the Property by Renter and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Renter except as expressly provided herein. This Agreement is a triple net Rental Agreement.

DELIVERY, INSTALLATION AND ACCEPTANCE OF PROPERTY: Renter shall order the Property, shall cause the Property to be delivered and installed at the location specified in the Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. When the Property is delivered, installed and accepted as to Renter's specifications, Renter shall immediately accept the Property and evidence said acceptance by executing and delivering to Owner the Acceptance Certificate substantially in the form attached. Renter has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Owner may accept an assignment from Renter of Renter's rights, but none of Renter's obligations, under any such Purchase Agreement.

RENTAL PAYMENTS: Renter shall pay rent to Owner for the Property in the amounts, and on the dates specified, in the Property Schedule. Owner and Renter intend that the obligation of Renter to pay Rental Payments hereunder shall not in any way be construed to be a debt of Renter in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Renter, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Renter.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF RENTER TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT RENTER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Renter shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Renter fail to duly pay any part of any Rental Payment or other sum to be paid to Owner under this Agreement on the date on which such amount is due hereunder, then Renter shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Rental Term, Renter shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Renter shall have sole responsibility to maintain and repair the Property. Should Renter fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Owner, Renter will enter into maintenance contracts for the Property in form approved by Owner and with approved providers. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Renter. At all times during the Rental Term, Renter shall, at Renter's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Owner with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Renter and Owner as their respective interests may appear. All such liability insurance shall name Owner as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Owner without first giving written notice thereof to Owner at least 30 days in advance of such change of status.

TITLE: Title to the Property shall vest in Owner upon execution of this Agreement. Title to the Property shall remain at all times with the Owner throughout the Rental Term. Renter shall be responsible for the filing fees charges, and any other costs associated with the registration of title. 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 Property and this Agreement. Renter acknowledges and agrees that Owner is sole and exclusive owner of the Property, and that by the execution of this Agreement, Renter shall not possess or obtain any ownership interest, legal or equitable, in the Property, except solely as Renter hereunder and subject to the terms hereof.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, RENTER (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A RENTER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM OWNER FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM OWNER'S DEFAULT, IF ANY, UNDER THIS RENTAL PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE RENTER FROM ASSERTING ANY SUCH CLAIM AGAINST OWNER IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF OWNER'S BREACH OF THE QUIET ENJOYMENT SECTION HEREOF.

QUIET ENJOYMENT: Provided there does not exist an Event of Default as defined herein, the Renter shall have the right of quiet enjoyment of the Property throughout the Rental Term.

TAXES: Renter shall pay or, if requested by Owner, reimburse Owner for any and all sales, use, fees or assessments levied against or imposed upon the Property, its value, use or operation.

REPRESENTATIONS AND WARRANTIES OF RENTER: Renter hereby represents and warrants to Owner that: (a) Renter is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Renter is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Renter has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Owner, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Renter only for essential governmental or proprietary functions of Renter consistent with the scope of Renter's authority. Renter's need for the Property is not expected to diminish during the term of the Agreement. (e) Renter has funds available to pay Rental Payments until the end of its current appropriation period, and it intends to request funds to make Rental Payments in each appropriation period, from now until the end of the term of this Agreement. (F) Renter's exact legal name is as set forth on the first page of this Agreement.

INDEMNIFICATION OF OWNER: To the extent permitted by law, Renter shall indemnify and save Owner harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Renter, (b) any breach or default on the part of Renter in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the rental of the Property, (c) any act of negligence of Renter, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Renter, or (f) Owner's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Owner, its directors, officers, agents, employees, successors, or assignees. Renter's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Rental Payments under this Agreement, this Agreement shall terminate and Renter shall not be obligated to make Rental Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Renter shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property to Owner. If Renter fails to deliver possession of the Property to Owner, the termination shall nevertheless be effective but Renter shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Renter fails to deliver possession and for any other loss suffered by Owner as a result of Renter's failure to deliver possession as required. Renter shall notify Owner in writing within seven (7) days after the failure of the Renter to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Rental Term or result in any liability to Renter.

PURCHASE, EXTENSION AND OPTION TERMS: So long as no Default or Event of Default shall have occurred and be continuing and Renter shall have given Owner at least ninety (90) days prior written notice (the "Option Notice"), Renter shall have the following purchase and extension options at the expiration of the Rental Term, or any Extension Term, to: (i) purchase all, but not less than all, Property for fair market value (the "Purchase Option Price"); (ii) renew this Rental on a monthly basis at the same Rental Payments payable at the expiration of the Rental Term; (iii) renew this rental for an additional 12 months at an annual rental of \$96,765.18 or (iv) return such Property to Owner pursuant to, and in the condition required by this Agreement. If Renter fails to give Owner the Option Notice, Renter shall be deemed to have chosen option (ii) above.

Payment of the Purchase Option Price, applicable sales taxes, together with all other amounts due and owing by Renter under the Rental (including, without limitation, Rental Payments) during such Rental Term shall be made on the last day of the Rental Term in immediately available funds against delivery of a bill of sale transferring to Renter all right, title and interest of Owner in and to the Property ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. OWNER MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

RETURN OF PROPERTY: Upon the expiration or earlier termination of this Rental due to an Event of Non-Appropriation, Renter, at its sole expense, shall assemble and return the Property to Owner by delivering such Property F.A.S. or F.O.B. to such location or such carrier (packed for shipping) as Owner shall specify. Renter agrees that the Property, when returned, shall be in the condition required this Agreement. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Owner's incurring any expense to repair or rehabilitate the Property. If, in the opinion of Owner, any Property fails to meet the standards set forth above, Renter agrees to pay on demand all costs and expenses incurred in connection with repairing such Property and restoring it so as to meet such standards. If Renter fails to return any Property as required hereunder, then, all of Renter's obligations under this Agreement (including, without limitation, Renter's obligation to pay Rental Payments for such Property at the rental then applicable) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ASSIGNMENT BY RENTER: Without Owner's prior written consent, Renter may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY OWNER: Owner may assign, sell or encumber all or any part of this Agreement, the Rental Payments and any other rights or interests of Owner hereunder.

EVENTS OF DEFAULT: Renter shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Owner in writing: (a) Default by Renter in payment of any Rental Payment or any other indebtedness or obligation now or hereafter owed by Renter to Owner under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Owner to Renter, or (b) any warranty, representation or statement made or furnished to Owner by or on behalf of Renter proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Renter, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Renter, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Renter.

REMEDIES OF OWNER: Upon the occurrence of any Event of Default and at any time thereafter, Owner may, without any further notice, exercise one or more of the following remedies as Owner in its sole discretion shall elect: (a) terminate the Agreement and all of Renter's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Renter of any or all items of Property wherever found and for this purpose enter upon Renter's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Renter and Owner may thereafter dispose of the Property; (c) proceed by appropriate court action or actions to enforce performance by Renter of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Owner at law or in equity or otherwise; (d) declare all unpaid Rental Payments and other sums payable hereunder during the current fiscal year of the Rental Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Owner shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Owner is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and

may be enforced concurrently therewith or from time to time. Renter agrees to pay to Owner or reimburse Owner for, in addition to all other amounts due hereunder, all of Owner's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Renter and Owner hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Owner or Renter at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Owner and Renter constitute the entire agreement between Owner and Renter with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Renter's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Owner and Renter and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule 1 to Rental Agreement

This **Property Schedule** is entered into pursuant to the Rental Agreement dated as of July 14, 2026 between Owner and Renter.

1. Interpretation. The terms and conditions of the Rental Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Term and Payments. Rental Term and Rental Payments are per the table below. If Payment Dates are not defined in the table below, the first Rental Payment will be due upon the date of acceptance per the Certificate of Acceptance, Exhibit B and shall continue annually on the same date thereafter until all Rental Payments have been made.
4. Equipment Return Date: Unless the Rental Agreement is renewed pursuant to the terms of the Rental Agreement, the Equipment shall be returned to Owner sixty (60) months after the date of acceptance per the Certificate of Acceptance, Exhibit B.

Equipment Acceptance Date: _____
Equipment Return Date: _____

Pmt #	Rental Payment
1	96,765.18
2	96,765.18
3	96,765.18
4	96,765.18
5	96,765.18

IN WITNESS WHEREOF, Owner and Renter have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Owner: Team Marathon Fitness, Inc. d/b/a Marathon Fitness
By:
Name:
Title:

Renter: City of Pflugerville, Texas
By:
Name:
Title:

Attest: By
Name:
Title:

EXHIBIT A

Property Description

New Fitness Equipment

One (1) PrecorCast Server - 1 required per location for Chromecast Consoles

Seven (7) Precor STM TRM 887 Breakaway Treadmill with 16" Touchscreen with Chromecast (Black Pearl)

Two (2) Precor AMT 885 with 16" Touchscreen with Chromecast (BlackPearl)

Four (4) Precor EFX 885 Converging Crossramp, Moving Arms with 16" Touchscreen with Chromecast (Black Pearl)

Three (3) Precor RBK 885 Recumbent Bike with 16" Touchscreen with Chromecast (Black Pearl)

Four (4) Precor SCL 835 Climb with Exclusive Dynamic Step Control (120V)P31 Console (Tungsten Shroud/Black Frame)

Four (4) Peloton Subscription - 3 Year (Per Bike)

Two (2) Peloton Commercial Bike Plus Pro (Includes Pair of 2lb Weights) 3 Years Parts and Labor Warranty - Subscription Sold Separately

Two (2) Peloton Row Plus Pro - 3 Years Parts and Labor Warranty - Subscription Sold Separately

One (1) NuStep T6 Max, Pro Standard, Total Body Recumbent Stepper with 10" x 7" Color Dual Touchscreen Display (24V DC Power Supply Included)

One (1) 20001 NuStep Upper Body Ergometer (UE8 PRO) with standard (18" seat) with 360° access; accommodates users up to 500 lbs

Two (2) HYROX/CENTR Non-Motorized Treadmill **Comment:** 1 - Main Cardio, 1 - Functional Room

Seven (7) Concept2 Model D Indoor Rower with PM5, 14" Seat Height (Black) **Comment:** 1 - Main Turf, 4 - Lower Turf, 2 - Functional Room

Four (4) Xebex AirPlus Expert Bike 3.0 **Comment:** 2 - Lower Turf, 2 - Functional Room

Two (2) Concept2 SkiErg with PM5 (Black Only)

Two (2) Concept2 SkiErg Optional Floor Stand

Twenty (20) Keiser M3i – Indoor Cycle BLK W/ Studio Plus Display, StudioCurve Handlebars -Rider Ht. 4'10"-7'

Twelve (12) On-site Service Call to perform Quarterly Preventative Maintenance

More fully described in the invoice(s) attached hereto and made a part hereof, including all present and future attachments, accessions, additions, substitutions and all proceeds thereof.

EXHIBIT B
Certificate of Acceptance to Rental Agreement

This **Certificate of Acceptance** is pursuant to the Rental Agreement dated as of July 14, 2026 and the related Property Schedule, between Owner and Renter (the "Agreement").

1. Property Acceptance. Renter hereby certifies and represents to Owner that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Renter has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Renter will immediately begin making Rental Payments in accordance with the times and amounts specified herein. OWNER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND OWNER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS RENTED TO RENTER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY RENTER.

IN WITNESS WHEREOF, Renter has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:

Renter: City of Pflugerville, Texas
--

By:

Name:

Title:

EXHIBIT C
Certificate of Authorization

This **Certificate of Authorization** is pursuant to Rental Agreement dated as of July 14, 2026 and the related Property Schedule, between Owner and Renter (the "Agreement").

1. **Approval and Authorization.** The Governing Body of Renter, either through direct board action or indirectly through its officers, officials or other authorized representatives has determined that it is in the best interest of the Renter to enter into a Rental Agreement substantially in the form of the Agreement to finance the Equipment described on Exhibit A of the Agreement. The Governing Body of Renter has duly authorized the individuals listed below to execute the Agreement and all documents related thereto on behalf of the Renter. Such authorization derives from either direct board action or indirectly through established policies and procedures or bylaws all as allowed by law.

Authorized Individual(s):

(Signature of individual(s) authorized to execute the Agreement)

(Printed Name and Title of individual(s) authorized to execute the Agreement)

*To be executed by Secretary, Board Chairman or other member of the Governing Body.

Renter: City of Pflugerville, Texas
*By:
Name:
Title:

Request for Certificate of Insurance

(Please fill out this form and fax it to your insurance company)

TO:
Insurance Company: _____

Contact Name: _____

Telephone Number: _____

E-mail: _____

FROM:

Customer/Renter Name: City of Pflugerville, Texas
Contact Name: Shane Mize, Director of Parks and Recreation
Telephone Number:
E-mail:

City of Pflugerville, Texas is in the process of financing certain equipment from Team Marathon Fitness, Inc. d/b/a Marathon Fitness and its Assigns. In order to facilitate this transaction, **please submit a Certificate of Insurance to:**

Team Marathon Fitness, Inc. d/b/a Marathon Fitness and its Assigns
13823 N Promenade Blvd, Suite 200
Stafford, TX 77477

City of Pflugerville, Texas requests that Team Marathon Fitness, Inc. d/b/a Marathon Fitness be listed as: "Team Marathon Fitness, Inc. d/b/a Marathon Fitness and its Assigns" and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to Team Marathon Fitness, Inc. d/b/a Marathon Fitness as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, Team Marathon Fitness, Inc. d/b/a Marathon Fitness is to receive 30 days' prior written notice of cancellation or material change in coverage.

Please e-mail this completed information to:

Team Marathon Fitness, Inc. d/b/a Marathon Fitness and its Assigns
Attention: Paul Croegaert
E-mail: Paul@marathonfitness.com

Please contact the person above if you have any questions. Thank you!

Notification of Tax Treatment

Team Marathon Fitness, Inc. d/b/a Marathon Fitness and/or its assigns are required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your rental commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your rented equipment will be reported correctly.

Please indicate below if you feel that your rental is subject to tax or whether a valid exemption exists.

_____ I agree that my rental is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Owner.

_____ I have previously provided a completed exemption certificate to Team Marathon Fitness, Inc. d/b/a Marathon Fitness which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Renter: City of Pflugerville, Texas
By:
Name:
Title:

INVOICE INSTRUCTIONS
(This information enables us to invoice you correctly.)

City of Pflugerville, Texas

BILL TO ADDRESS:

BILLING CONTACT:

Please choose your preferred method to receive invoices: _____E-mail _____Regular Mail

First, M.I. and Last Name:

Title:

Phone Number:

Cell Phone Number:

E-mail:

Additional Billing Contact:

First, M.I. and Last Name:

Title:

Phone Number:

Cell Phone Number:

E-mail:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____

Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

404 FM 685

Pflugerville, TX 78660

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Marathon Fitness
PO Box 17705
Sugar Land, TX 77496-7705
Tel: (800) 391-9496
Fax: (888) 240-9360
www.MarathonFitness.com
EIN: 68-0544664



Sales Proposal

Date 6/1/2026 2:36 PM	Page 1 of 3
Proposal Number QT0049828	

Printed on 6/1/2026 3:39:01 PM

Bill To:

City of Pflugerville (PARD)
Attn: Accounts Payable
400 Immanuel Rd
Pflugerville TX 78660-8219

Ship To:

City of Pflugerville (PARD)
400 Immanuel Rd
Pflugerville TX 78660-8219
Attn: Jim McLean

Salesperson		Proposal Valid Until	Pricing Type	Terms	
Demariee Anderson		7/31/2026	BB	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
	NOTE	16" Touchscreen with Chromcasting			
		Comment: Netflix, YouTube, RunTV, Pluto TV, Wireless Phone Charging			
	NOTE	3 Year Parts & Labor Warranty Precor & Peloton			
1.00	PRECORCAST SERVER	PrecorCast Server - 1 required per location for Chromecast Consoles	3,105.00	2,484.00	2,484.00
7.00	STM 887.P84.CC	Precor STM TRM 887 Breakaway Treadmill with 16" Touchscreen with Chromecast (Black Pearl)	20,019.00	14,230.30	99,612.10
2.00	AMT 885.P84.CC	Precor AMT 885 with 16" Touchscreen with Chromecast (BlackPearl)	15,840.00	11,228.00	22,456.00
4.00	EFX 885.P84.CC	Precor EFX 885 Converging Crossramp, Moving Arms with 16" Touchscreen with Chromecast (Black Pearl)	13,940.00	9,905.00	39,620.00
3.00	RBK 885.P84.CC	Precor RBK 885 Recumbent Bike with 16" Touchscreen with Chromecast (Black Pearl)	9,490.00	6,909.00	20,727.00
4.00	SCL 835-B NP	Precor SCL 835 Climb with Exclusive Dynamic Step Control (120V)P31 Console (Tungsten Shroud/Black Frame)	10,910.00	7,399.00	29,596.00
4.00	PELOTON SUBSCRIPTION 3	Peloton Subscription - 3 Year (Per Bike)	1,584.00	1,584.00	6,336.00

Continued...

Marathon Fitness
 PO Box 17705
 Sugar Land, TX 77496-7705
 Tel: (800) 391-9496
 Fax: (888) 240-9360
 www.MarathonFitness.com
 EIN: 68-0544664



Sales Proposal

Date 6/1/2026 2:36 PM	Page 2 of 3
Proposal Number QT0049828	

Printed on 6/1/2026 3:39:02 PM

Bill To:

City of Pflugerville (PARD)
 Attn: Accounts Payable
 400 Immanuel Rd
 Pflugerville TX 78660-8219

Ship To:

City of Pflugerville (PARD)
 400 Immanuel Rd
 Pflugerville TX 78660-8219
 Attn: Jim McLean

Salesperson		Proposal Valid Until	Pricing Type	Terms	
Demariee Anderson		7/31/2026	BB	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
2.00	PELTON BIKE+ PRO	Peloton Commercial Bike Plus Pro (Includes Pair of 2lb Weights) 3 Years Parts and Labor Warranty - Subscription Sold Separately	3,795.00	3,204.00	6,408.00
2.00	PELTON ROW+ PRO	Peloton Row Plus Pro - 3 Years Parts and Labor Warranty - Subscription Sold Separately	4,995.00	4,316.00	8,632.00
1.00	6001	NuStep T6 Max, Pro Standard, Total Body Recumbent Stepper with 10" x 7" Color Dual Touchscreen Display (24V DC Power Supply Included)	8,745.00	6,996.00	6,996.00
1.00	20001	NuStep Upper Body Ergometer (UE8 PRO) with standard (18" seat) with 360° access; accommodates users up to 500 lbs	8,745.00	6,996.00	6,996.00
2.00	54537 NMT.2	HYROX/CENTR Non-Motorized Treadmill Comment: 1 - Main Cardio, 1 - Functional Room	6,899.00	6,071.12	12,142.24
7.00	2712-US	Concept2 Model D Indoor Rower with PM5, 14" Seat Height (Black) Comment: 1 - Main Turf, 4 - Lower Turf, 2 - Functional Room	1,295.00	1,100.75	7,705.25
4.00	ABVR-3L	Xebex AirPlus Expert Bike 3.0 Comment: 2 - Lower Turf, 2 - Functional Room	1,599.00	1,359.15	5,436.60
2.00	SKIERG PM5	Concept2 SkiErg with PM5 (Black Only)	910.00	773.50	1,547.00
2.00	SKIERG FLOOR STAND	Concept2 SkiErg Optional Floor Stand	270.00	229.50	459.00

Continued...

Marathon Fitness
PO Box 17705
Sugar Land, TX 77496-7705
Tel: (800) 391-9496
Fax: (888) 240-9360
www.MarathonFitness.com
EIN: 68-0544664



Sales Proposal

Date 6/1/2026 2:36 PM	Page 3 of 3
Proposal Number QT0049828	

Printed on 6/1/2026 3:39:02 PM

Bill To:

City of Pflugerville (PARD)
Attn: Accounts Payable
400 Immanuel Rd
Pflugerville TX 78660-8219

Ship To:

City of Pflugerville (PARD)
400 Immanuel Rd
Pflugerville TX 78660-8219
Attn: Jim McLean

Salesperson		Proposal Valid Until	Pricing Type	Terms	
Demariee Anderson		7/31/2026	BB	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
20.00	005509BC	Keiser M3i – Indoor Cycle BLK W/ Studio Plus Display, StudioCurve Handlebars - Rider Ht. 4'10"-7'	3,490.00	2,617.50	52,350.00
12.00	PREV MAINTENANCE OTRLY	On-site Service Call to perform Quarterly Preventative Maint		2,090.00	25,080.00
1.00	BUY BOARD 25	BUY BOARD Contract: #764-25 Contract: Athletic, PE & Gym. Supplies H.D. Exercise & Accessories #764-25, Effective Date: 4/1/2025, Expiration Date: 3/31/2028		0.00	0.00

I accept the terms and conditions of this proposal. Taxes: Federal, state, and local taxes or price increases by manufacturers or vendors arising from or attributed to tariff's (unless otherwise shown on the quotation), are not included and are the Buyer's responsibility. Marathon Fitness may bill the Buyer separately at any time for any such charge as Marathon Fitness may be requested to collect or pay. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: _____ Date: _____ PO# _____

Printed Name: _____ Title _____

DELIVERY INSTRUCTIONS:

Requested delivery ____/____/____ Loading Dock Yes ____ No ____

Subtotal	\$ 354,583.19
Freight	\$ 17,905.00
Installation	\$ 12,525.00
Sales Tax	\$ 0.00
Total	\$ 385,013.19

