



Recreation & Wellness Committee
December 4, 2025 | 12:00pm
Student Union North – Student Chambers (SUN-3305)
ZOOM: <https://csusb.zoom.us/j/88678204840>

AGENDA

1. Call to order
2. Roll call
3. Approval of Minutes
 - a. October 9, 2025
4. Open Forum (3 min per speaker)
5. Adoption of Agenda

Old Business

RW 09/26 Recreation and Wellness Committee Survey Results | 10-minutes (Discussion, Rendon)

New Business

RW 11/26 New Cardio Equipment (Action, Kinnally)

RW 12/26 Outdoor Space Behind Rec (Discussion, Kinnally)

RW 13/26 VETI Grant Ideas (Discussion, Kinnally)

RW 14/26 Update on Cold Plunge (Discussion, Kinnally)

RW 15/26 Promoting School Spirit Through Recreation Spaces (Discussion, Rendon)

RW 16/26 Proposed Adjustments to Operating Hours: Start of Term (Discussion, Rendon)

Announcements

Adjournment



Recreation & Wellness Committee

October 9, 2025 | 12:00pm

Student Chambers (SUN-3305)

ZOOM: <https://csusb.zoom.us/j/88678204840>

MINUTES

Members Present: Vanessa Fernandez-Cerriteno, Sean Kinnally, Trent Morgan, Cintiantl Rangel-Canseco, Diego Rendon, Sarah Sanchez

Members Absent: Gedeon Bulenda, Victoria Reyes

Staff Present: Andrew Basile, Vilayat Del Rossi, Elizabeth Junker, Sonia Martinez

Call to Order: The meeting was called to order at 12:03 pm.

Roll Call: A verbal roll call of members was conducted. Quorum was met.

Approval of Minutes:

M/S Kinnally/Trent motion to approve the minutes from September 11, 2025.

Motion passed.

Open Forum:

No members of the public were present for open forum.

Adoption of Agenda:

M/S Kinnally/Trent motion to adopt the September 11, 2025 agenda as presented.

Motion passed.

OLD BUSINESS

No old business.

NEW BUSINESS

RW 05/26 Recreation and Wellness Outdoor Space (Discussion, Diego)

M/S Rendon/Kinnally; motion to open RW 05/26 Recreation and Wellness Outdoor Space. The committee held a discussion on potential improvements to the outdoor recreation spaces, specifically the sand volleyball and tennis court areas. Diego Rendon introduced the item and invited Facilities staff, including Jenny Sorensen and Juan Macias, to share estimates and considerations. The replacement of sand in the volleyball courts was estimated at \$43,200, which includes weed abatement and improved edging. Bench installations were discussed, with standard campus benches ranging from \$2,100 to \$3,200 each. Jenny noted additional costs for creating accessible paths to any new benches. Resurfacing all 12 tennis courts could cost upwards of \$600,000, and the committee discussed whether any of the courts could be converted into pickleball courts. While sand displacement due to wind was raised as a concern, it was determined that the current location is well protected. Lighting was also discussed as a potential addition to support evening usage.

Committee members explored possible funding strategies and emphasized the need for student access and scheduling equity in any shared-use areas. Ideas included submitting a VETI grant proposal for lighting, though permanent fixtures were favored over temporary light towers. Jenny and Nicole Dabbs, Chair of Kinesiology, noted that shared-use agreements such as MOUs could ensure student recreational access even if academic or athletics departments co-fund the improvements. Kinesiology expressed interest in collaborating where feasible. Members agreed that additional planning and creative partnerships would be needed to move the project forward, with the goal of enhancing campus recreation for all users. The discussion concluded with encouragement to continue gathering student input and exploring funding options.

RW 06/26 CSUSB Recreation & Wellness: Inspection and Repair of Climbing Wall by EP Climbing, Budget Impact: \$5,108.75, Chartfield: 660876-RO001-S7100 (Action, Oswald, Kinnally)

M/S Kinnally/Rendon; motion to open RW 06/26 CSUSB Recreation & Wellness: Inspection and Repair of Climbing Wall by EP Climbing, Budget Impact: \$5,108.75, Chartfield: 660876 RO001-S7100.

The committee reviewed a proposal for the inspection and repair of the climbing wall, with a total budget impact of \$5,108.75. Mr. Kinnally explained that although the wall was last inspected in 2024, it was not done by the original manufacturer. Given the wall's 20-year age and existing wear, the recommendation is to bring in the original installer to conduct a thorough inspection, address safety-related repairs, and replace non-functioning T-nuts to allow for new route placements. The work would not involve adding new features but would restore full functionality and extend the wall's usability. If approved, repairs are scheduled for January 2026. Committee members asked clarifying questions, and there was general agreement on the importance of the update for safety and long-term use.

ROLL CALL VOTE: 6 - In-Favor 0 -Oppose 0- Abstain

Motion passed.

RW 07/26 Proposal to Create a Permanent Mind and Body Instructor Role at The Retreat, Budget Impact: \$5k annually. Increase budget line 601303-RO001-S7187 (Action, Martinez)

M/S Kinnally/Trent; motion to open RW 07/26 Proposal to Create a Permanent Mind and Body Instructor Role at The Retreat, Budget Impact: \$5k annually. Increase budget line 601303-RO001 S7187.

Ms. Martinez, Well-Being Coordinator at The Retreat, presented a proposal to establish a permanent Mind and Body Instructor position to expand wellness programming. The proposed \$5,000 addition to her budget to lead activities such as meditation, sound baths, and mobility classes for students, faculty, and staff. Ms. Martinez explained that the position would enhance current services, respond to growing student interest in wellness activities, and reduce long-term costs by eliminating the need for external facilitators. The committee discussed budget implications, with Mr. Kinnally confirming that funding is available for spring 2026, with the understanding that future costs would need to be incorporated into subsequent annual budgets. Committee members expressed general support for the proposal and recognized its potential to expand wellness offerings and promote accessibility for a broader campus population.

ROLL CALL VOTE: 6 - In-Favor 0 -Oppose 0- Abstain

Motion passed.

RW 08/26 LCC GA Proposal (Action, Oswood, Kinnally)

M/S Kinnally/Trent; motion to open RW 08/26 LCC GA Proposal.

Mr. Sean Kinnally presented a proposal to reinstate the Graduate Assistant (GA) position for the Leadership Challenge Center (LCC) starting in Spring, with an estimated budget impact of \$9,434.54. The position was previously unfunded due to a lack of student candidates but is now considered critical to supporting the high volume of spring programming, especially for external groups such as local schools. The GA would assist with facilitating programs, many of which require a Level 2 certification, and would help reduce the number of groups being turned away due to capacity constraints. Funding is available for the upcoming semester, and plans are in place to continue supporting the position through future budget cycles. The GA would be expected to work 15–20 hours per week and receive both a stipend and tuition assistance for up to 6.5 units.

ROLL CALL VOTE: 6 - In-Favor 0 -Oppose 0- Abstain

Motion passed.

M/S Rendon/Kinnally; motion to move up item RW 10/26 & table RW 09/26.

Motion passed.

RW 10/26 Cold Plunge Research and Pricing (Discussion, Kinnally)

M/S Rendon/Kinnally; motion to open RW 10/16 Cold Plunge Research and Pricing.

Sean Kinnally presented an update on exploring the addition of a cold plunge feature at the Rec Center. Due to facility limitations, the Rec Center cannot currently accommodate a cold plunge indoors, as it would require two separate units (one for men and one for women) in the locker rooms and significant plumbing upgrades. Instead, he recommended placing a single unit in the outdoor pool area where students would already be in appropriate swimwear. Estimated costs for the units range between \$75,000–\$80,000, though more cost-effective options exist. Sean offered to bring back a formal proposal with 2–3 brand and pricing options for committee consideration, and suggested starting with one or two units to gauge interest. Discussion included safety considerations (e.g., not jumping immediately into the heated pool after use), proper signage, and overall enthusiasm for adding this amenity. The committee expressed support for moving forward with a proposal.

M/S Kinnally/Rendon; motion to extend meeting end time to 1:05pm.

Motion passed.

Announcements/Program Updates

- No announcements

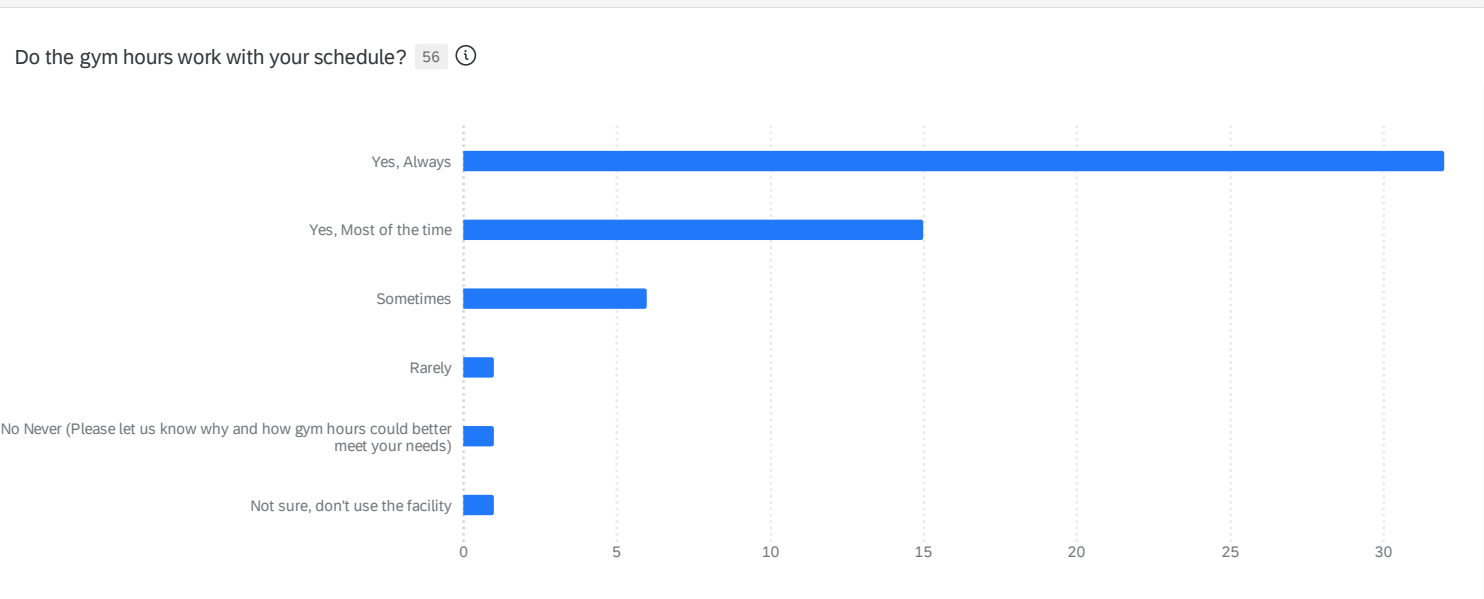
Adjournment

M/S Rendon/Trent; motion to adjourn the meeting at 1:03pm.

Reviewed and Respectfully Submitted by:

Cintiantl Rangel-Canseco, Committee Chair

Date



Do the gym hours work with your schedule? 56 ⓘ

Q1 - Do the gym hours work with your schedule? - Selected Choice	Count	Count
Yes, Always	57%	32
Yes, Most of the time	27%	15
Sometimes	11%	6
Rarely	2%	1
No Never (Please let us know why and how gym hours could better meet your needs)	2%	1
Not sure, don't use the facility	2%	1

Do the gym hours work with your schedule? 56 ⓘ

Average (Q1 - Do the gym hours work with your schedule? - Selected Choice)	1.70
Minimum (Q1 - Do the gym hours work with your schedule? - Selected Choice)	1.00
Maximum (Q1 - Do the gym hours work with your schedule? - Selected Choice)	6.00
Standard Deviation (Q1 - Do the gym hours work with your schedule? - Selected Choice)	1.05
Count	56

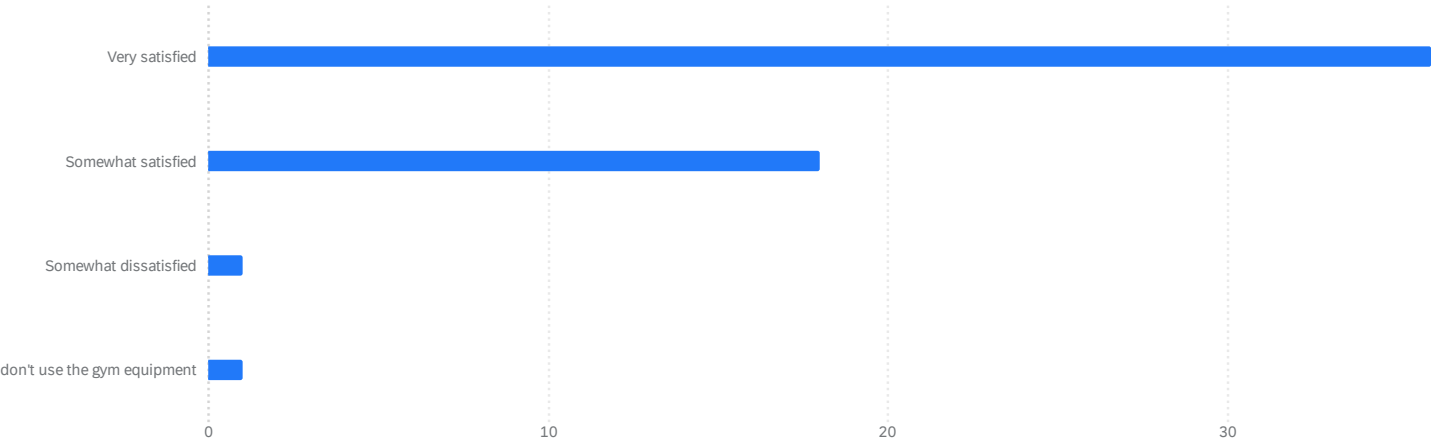
Do the gym hours work with your schedule?: No Never (Please let us know why and how gym hours could better meet your needs) - Text 56 ⓘ

No Never (Please let us know why and how gym hours could better meet your n...

No Never (Please let us know why and how gym hours could better meet your n...

They close too early and open too late

How satisfied are you with the gym equipment? 56 ⓘ



How satisfied are you with the gym equipment? 56 ⓘ

Q2 - How satisfied are you with the gym equipment?	Count	Count
Very satisfied	64%	36
Somewhat satisfied	32%	18
Somewhat dissatisfied	2%	1
I don't use the gym equipment	2%	1

How satisfied are you with the gym equipment? 56 ⓘ

Average (Q2 - How satisfied are you with the gym equipment?)	18.46
Minimum (Q2 - How satisfied are you with the gym equipment?)	18.00
Maximum (Q2 - How satisfied are you with the gym equipment?)	23.00
Standard Deviation (Q2 - How satisfied are you with the gym equipment?)	0.84
Count	56

Are there any pieces of equipment or amenities you feel are missing? 56 ⓘ

Are there any pieces of equipment or amenities you feel are missing?

Not sure

Turf and an additional equipment of each one, especially the weight training machines.

No it practically has everything you need for a decent workout. Maybe some more back dominant workout machines.

No

Are there any pieces of equipment or amenities you feel are missing?

Foam Rollers

No

No

More basketball courts

No

NA

No

No

More rock climbing

More leg weights

no

More booty builder equipment

Na

No

no

No

Treadmill

Need more wheelchair accessibility

No

No

Maybe a different hack squat and a few more cardio machines.

Are there any pieces of equipment or amenities you feel are missing?

More leg machines

n/a

no

More ab machines

Nope!

Quad extension machine

More back equipment

Duplicate leg machines

.

12 lb and 8 lbs weight dumbbells

No

N/A

NA

no

Some band equipment

More seats in front of weight rack

no

No

3

no

i think no it is good

Are there any pieces of equipment or amenities you feel are missing?

More choices of equipments

Not

Need to upgrade stationary bikes , especially the ones that let you

Chest machines

Na

No

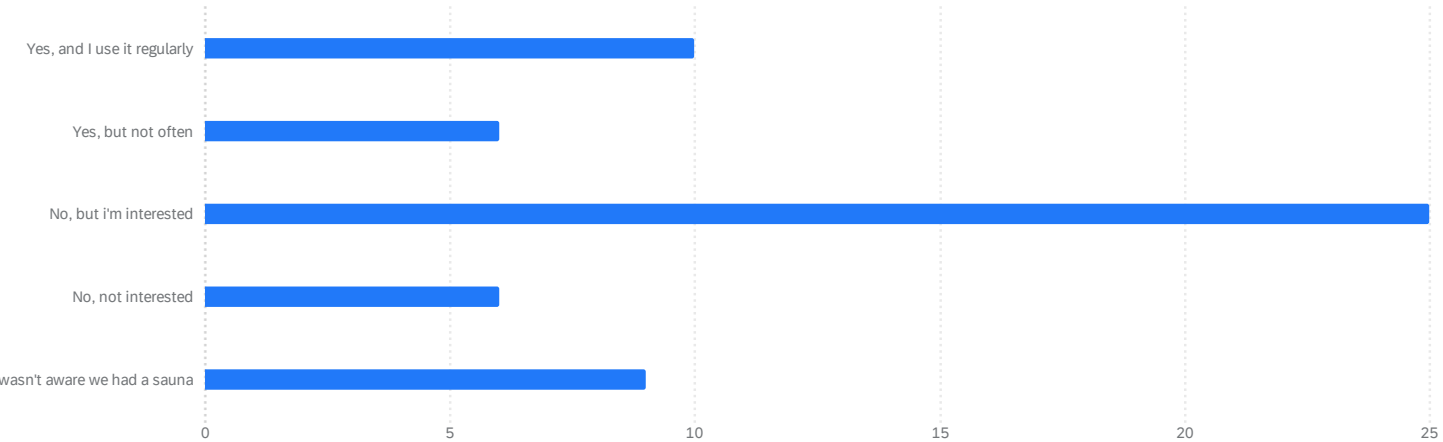
More rock climbing stuff

Just more leg machines

Just updated machines

No

Have you tried the sauna? 56 ⓘ



Have you tried the sauna? 56 ⓘ

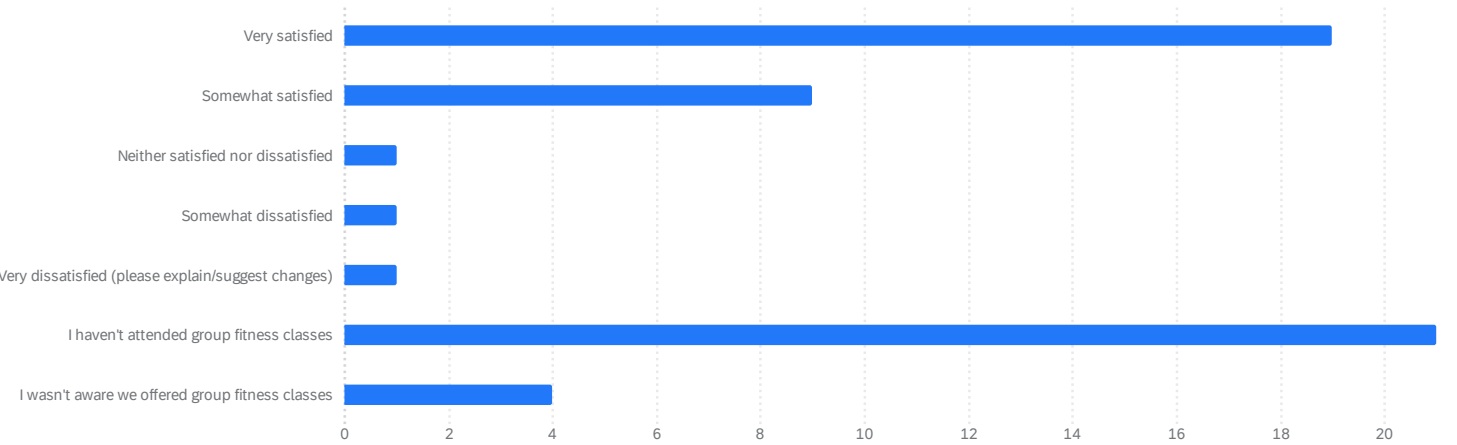
Q3 - Have you tried the sauna?	Count	Count
Yes, and I use it regularly	18%	10
Yes, but not often	11%	6
No, but i'm interested	45%	25
No, not interested	11%	6

Q3 - Have you tried the sauna?	Count	Count
I wasn't aware we had a sauna	16%	9

Have you tried the sauna? 56 ⓘ

Average (Q3 - Have you tried the sauna?)	2.96
Minimum (Q3 - Have you tried the sauna?)	1.00
Maximum (Q3 - Have you tried the sauna?)	5.00
Standard Deviation (Q3 - Have you tried the sauna?)	1.25
Count	56

How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? 56 ⓘ



How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? 56 ⓘ

Q4 - How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? - Selected Choice	Count	Count
Very satisfied	34%	19
Somewhat satisfied	16%	9
Neither satisfied nor dissatisfied	2%	1
Somewhat dissatisfied	2%	1
Very dissatisfied (please explain/suggest changes)	2%	1
I haven't attended group fitness classes	38%	21
I wasn't aware we offered group fitness classes	7%	4

How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? 56 ⓘ

Average (Q4 - How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? - Selected Choice)	10.63
Minimum (Q4 - How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? - Selected Choice)	8.00
Maximum (Q4 - How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? - Selected Choice)	14.00
Standard Deviation (Q4 - How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)? - Selected Choice)	2.39
Count	56

How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)?: Very dissatisfied (please explain/suggest changes) - Text 56 ⓘ

Very dissatisfied (please explain/suggest changes)

Satisfied

Very dissatisfied (please explain/suggest changes)

What types of fitness classes or programs would you like to see offered? 56 ⓘ

What types of fitness classes or programs would you like to see offered?

I wasn't aware there were classes so I dont know what there is to offer

What types of fitness classes or programs would you like to see offered?

Program would be nutrition assistant to provide a sense of direction.

Mmm I know first time gym students could use classes that help with proper form.

Meditation

Na

Pilates

Bjj

Boxing

Perhaps a hiit class.

NA

All

Taekwondo

Boxing

Any

skateboarding

More lift and sculpt afternoon classes!

Na

no

not

Self defense

Pilates

Pilates

What types of fitness classes or programs would you like to see offered?

Anything

Ab workout

Pilates

Pilates

n/a

MMA

Pilates classes in the evening

Nope

More martial arts

Bodybuilding class

I like them all

Cardio

Pilates

Na

N/A

NA

yes

Yoga

Tennis

pilates

Idk

What types of fitness classes or programs would you like to see offered?

A lot

Zumba

i am notbsure

More creative ones

Boxing

Na

Boxing

Na

No

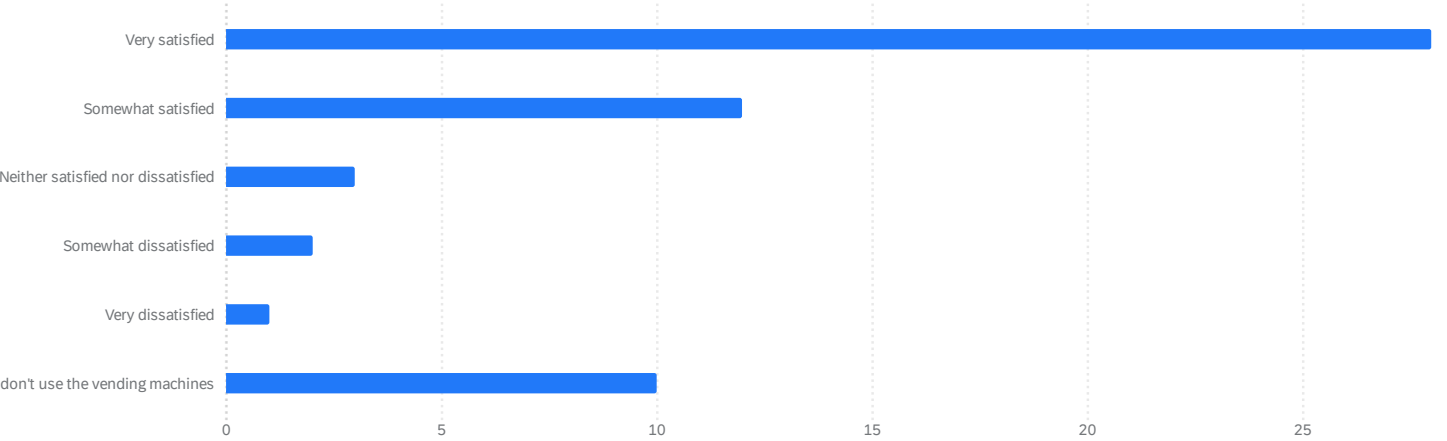
Not sure

Idk

Pilates

Gymnastics

How satisfied are you with the snacks and drinks offered in the vending machine? 56 ⓘ



How satisfied are you with the snacks and drinks offered in the vending machine? 56 ⓘ

Q6 - How satisfied are you with the snacks and drinks offered in the vending machine?	Count	Count
Very satisfied	50%	28
Somewhat satisfied	21%	12
Neither satisfied nor dissatisfied	5%	3
Somewhat dissatisfied	4%	2
Very dissatisfied	2%	1
I don't use the vending machines	18%	10

How satisfied are you with the snacks and drinks offered in the vending machine? 56 ⓘ

Average (Q6 - How satisfied are you with the snacks and drinks offered in the vending machine?)	10.39
Minimum (Q6 - How satisfied are you with the snacks and drinks offered in the vending machine?)	9.00
Maximum (Q6 - How satisfied are you with the snacks and drinks offered in the vending machine?)	14.00
Standard Deviation (Q6 - How satisfied are you with the snacks and drinks offered in the vending machine?)	1.89
Count	56

What types of items would you like to see added to the vending machines? 56 ⓘ

What types of items would you like to see added to the vending machines?

Protein snacks

Healthier options that are higher in protein, low carb, low sodium. Less on energy drinks, and more electrolytes. Another snacks options would be vegan items or vegetarians, or gluten-free items for students that are on that particular eating pattern.

Maybe things with more protein options and less items of rockstar since it's not really beneficial for gym starters.

Protein things

Protein stuff

Protein

More benches

Protein bars

What types of items would you like to see added to the vending machines?

More healthy snacks

NA

Good

none

Nothing

Water

oreos

Protein bars

Na

Na

not

Idk

I like them

Monsters PLEASE

Anything

None

Alani energy drinks.

Healthy food

n/a

vitamin water

I'm content

What types of items would you like to see added to the vending machines?

Nope

Not sure, but i could possibly buy alkaline water if its there.

Quest protein chips

I don't use them

Energy drinks

None

Na

N/A

NA

poppi

N/A

Bobos granola

chips

Towel

Food

Protein Bar

i am not do anything only basketball

More type of snacks

Fairlife

None

Veggie snacks

What types of items would you like to see added to the vending machines?

Na

No

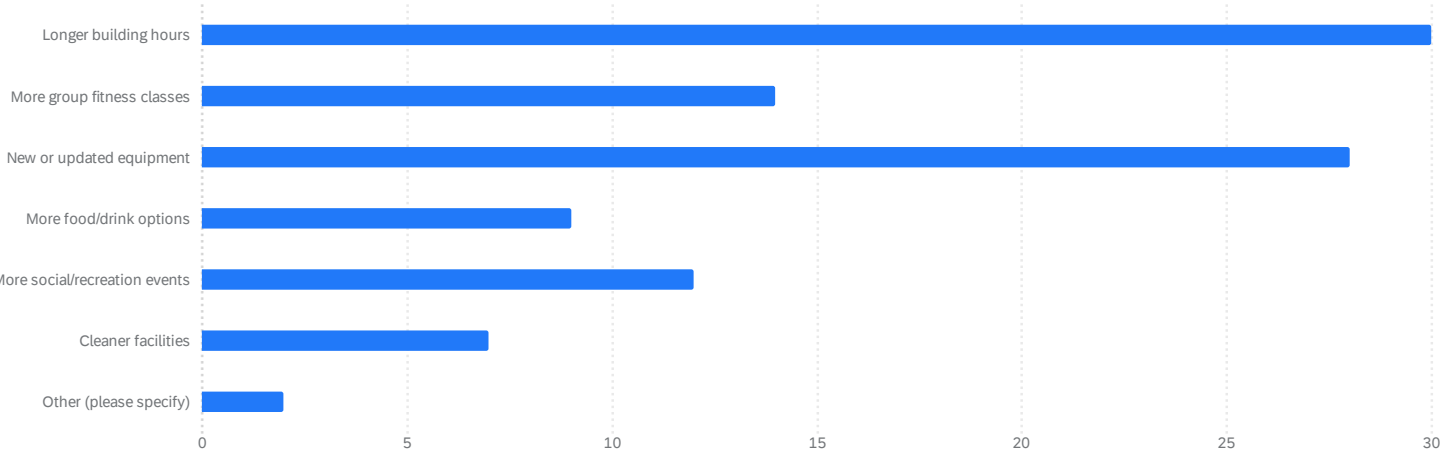
More variety

Gatorade

N/A

Protein shakes

What would make you want to use the Recreation and Wellness Center more often? (Select all that apply) 56 ⓘ



What would make you want to use the Recreation and Wellness Center more often? (Select all that apply) 56 ⓘ

Q8 - What would make you want to use the Recreation and Wellness Center more often? (Select all that apply)	Count	Count
Longer building hours	54%	30
More group fitness classes	25%	14
New or updated equipment	50%	28
More food/drink options	16%	9
More social/recreation events	21%	12
Cleaner facilities	13%	7
Other (please specify)	4%	2

Do you have additional comments/suggestions about your experience at the Recreation and Wellness Center? 56 ⓘ

Do you have additional comments/suggestions about your experience at the Re...

Not really

Emphasizing sports nutrition here at the facility can help students want to engage at the Rec Center and feel confident choosing healthier options and understand the eating patterns with what correlates with their type of goal in the fitness industry.

Maybe an addition of a steam room, unfortunately we only have a sauna room :/.

No

Na

None

No

More basketball courts

No

NA

Good

None

No

N/a

n/a

No

Na

No

not

Very good vibe

The hours work well but later hours

Do you have additional comments/suggestions about your experience at the Re...

More hours!

No

No

N/A

No

n/a

naw

I'm very happy with the rec center :)

Nope

N/A

Overall the facility is fine but could use more events to gather more attention

NA

.

None

No

N/A

NA

na

Nope

Better wifi service inside gym

no

Do you have additional comments/suggestions about your experience at the Re...

Good place to work out

No all good

none

no

It would be helpful to have a drinking water supply upstairs.

N/A

Upgrade eqiupment

Not now

Na

No

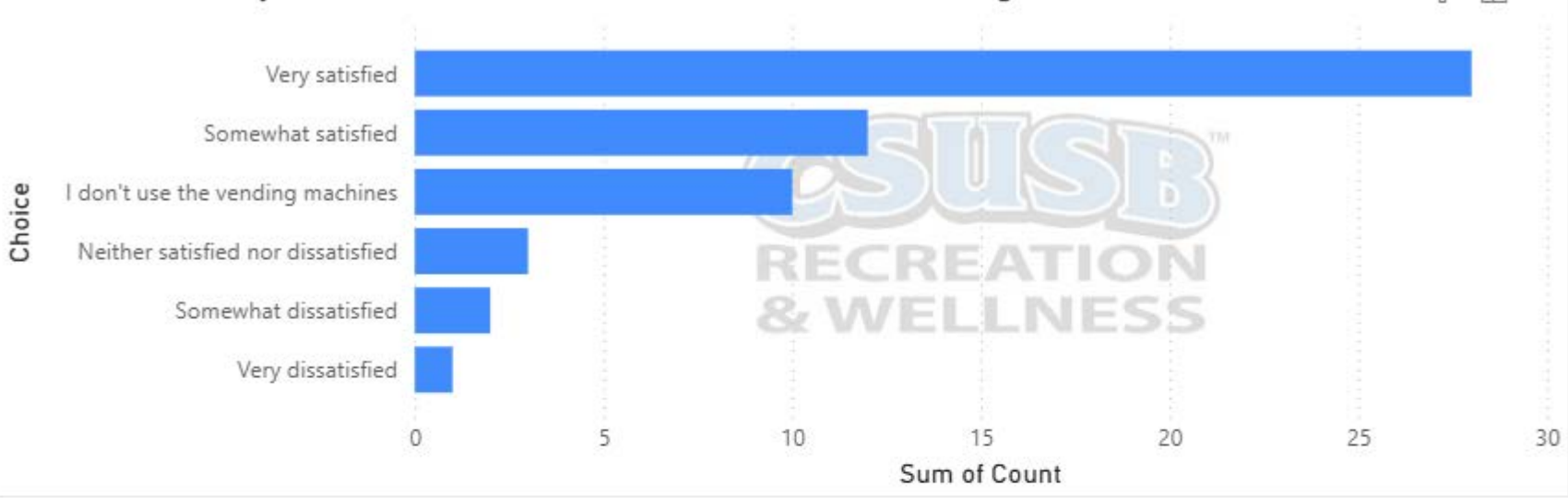
Nah

More equipment if possible. It seems like a lot of machines are taken up during rush hours. Other than that, it's all good

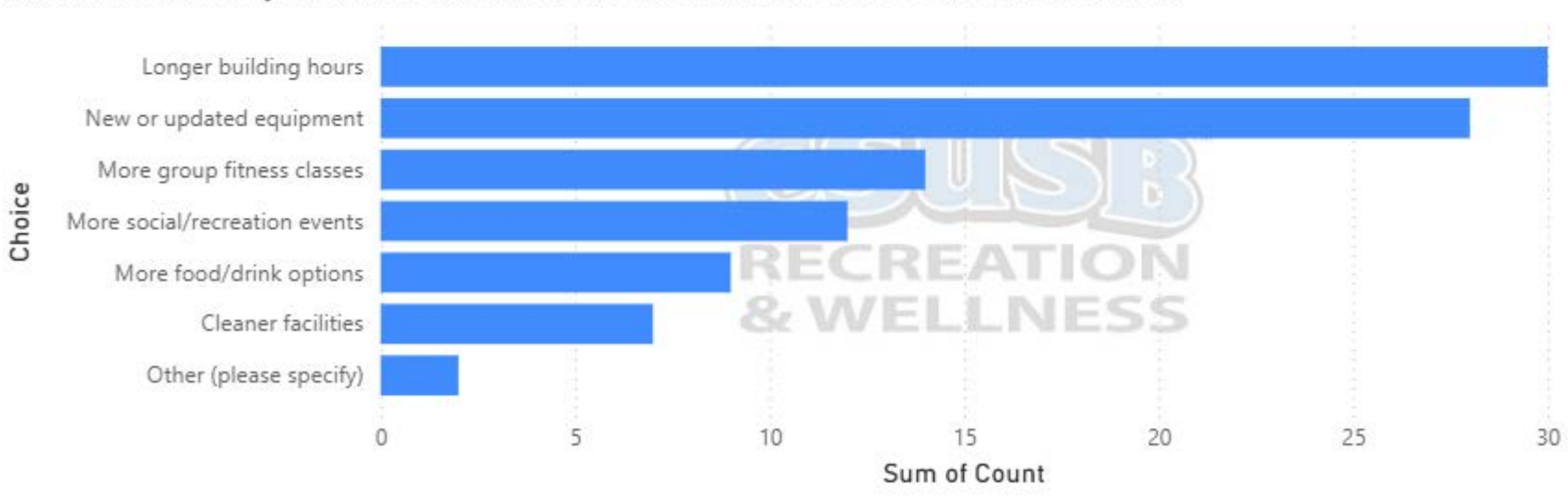
N/A

Everything is fun

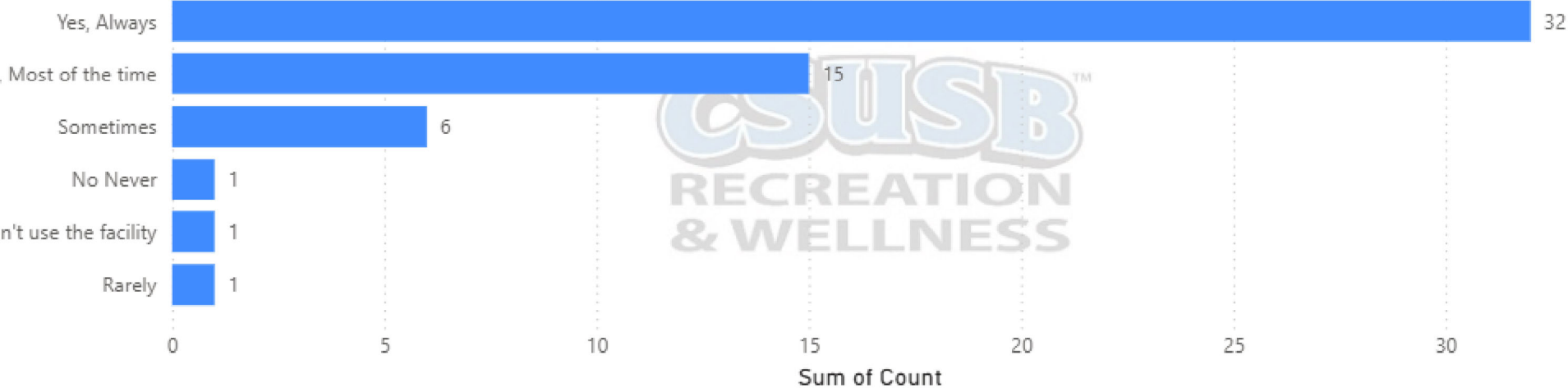
How satisfied are you with the snacks and drinks offered in the vending machine?



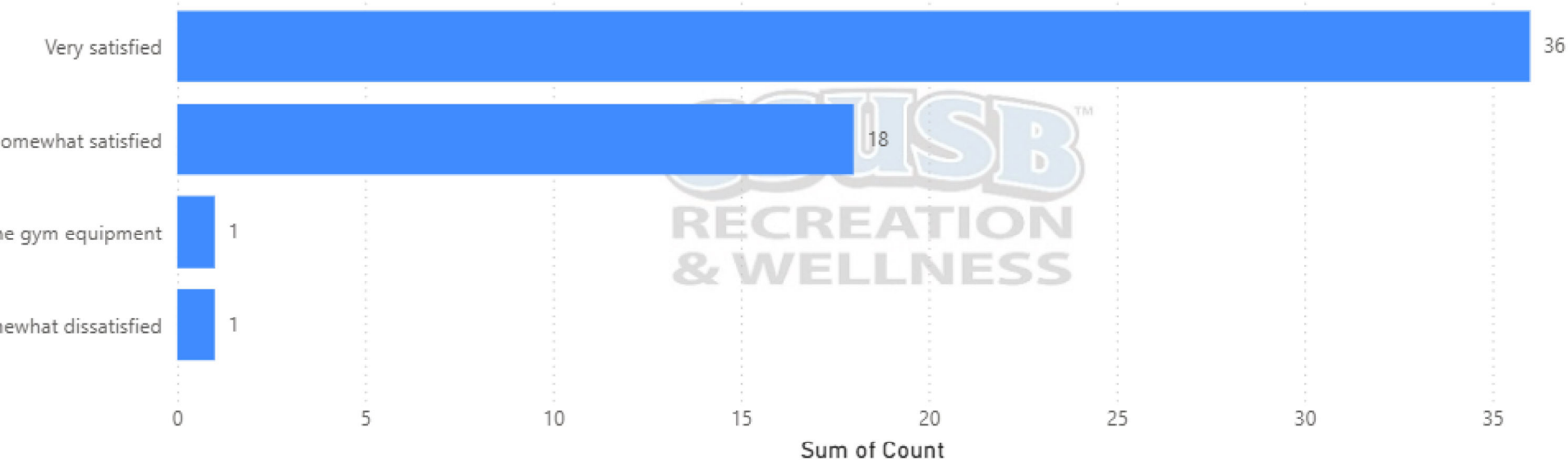
What would make you want to use the Recreation and Wellness Center more often?



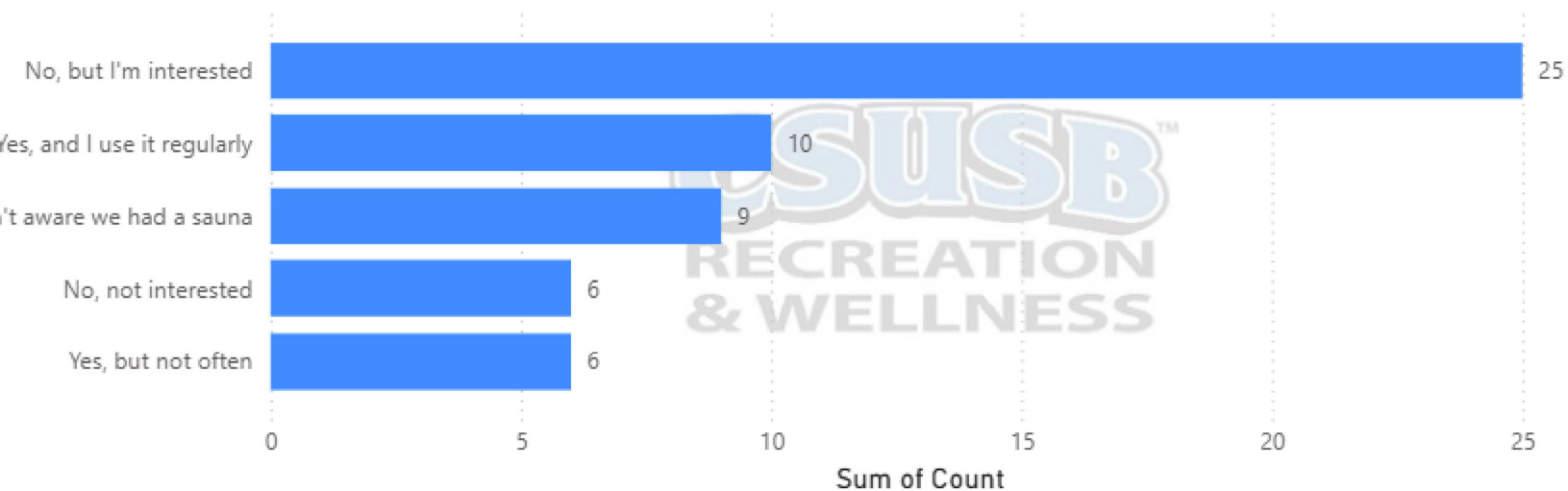
Does your work with your schedule?



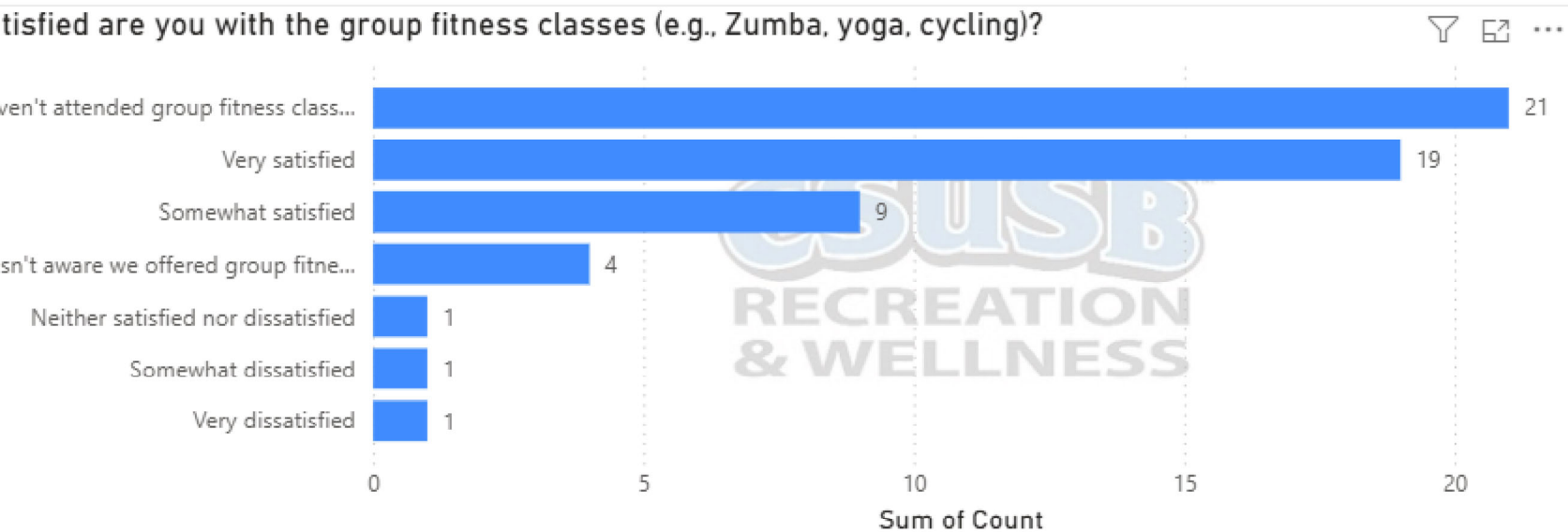
How satisfied are you with the gym equipment?



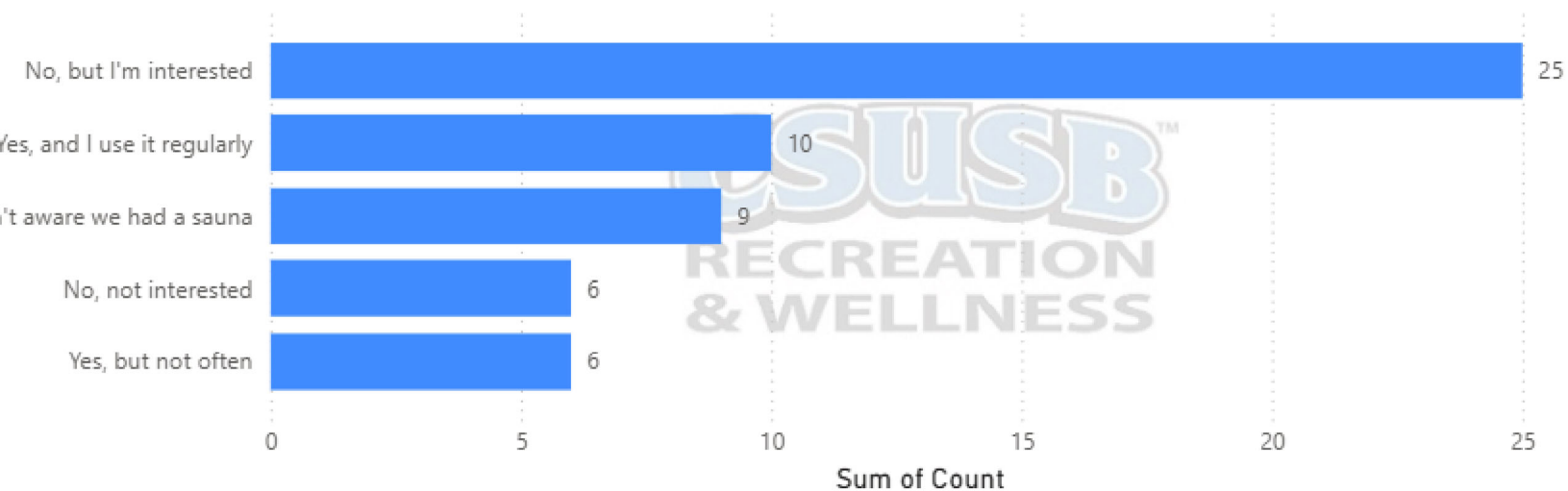
Have you tried the sauna?



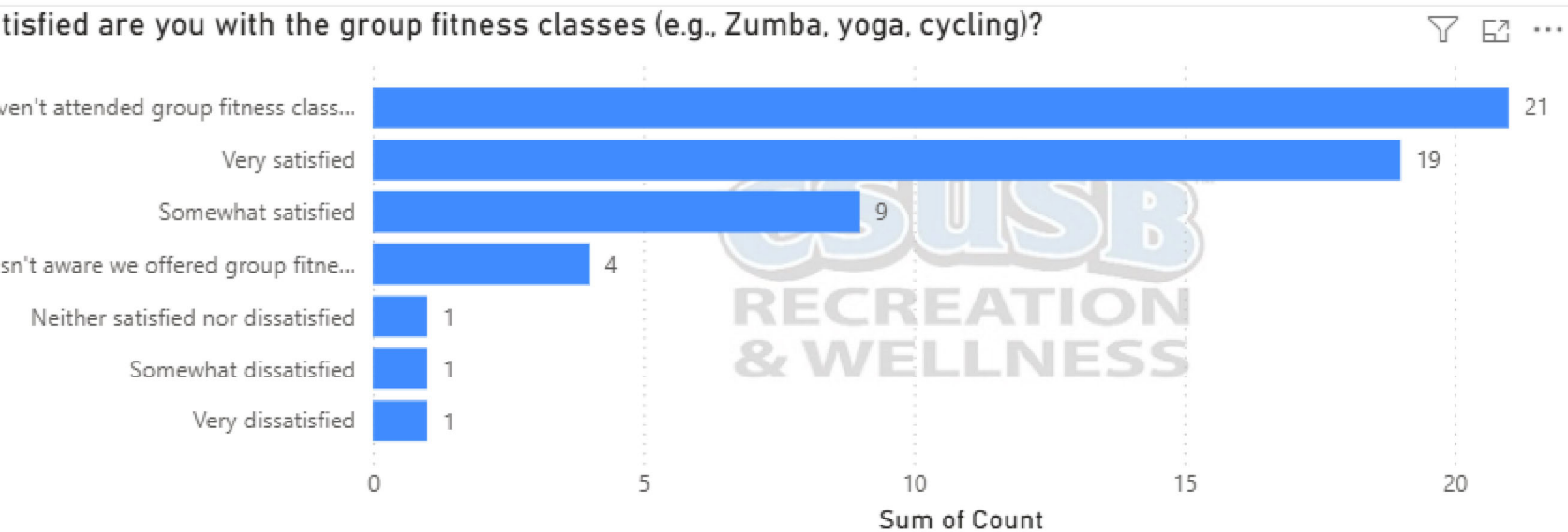
How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)?



Have you tried the sauna?



How satisfied are you with the group fitness classes (e.g., Zumba, yoga, cycling)?



Student Recreation & Wellness Center (SRWC) Fitness Equipment Proposal

11/26/2025

Santos Manuel Student Union Board of Directors

Proposed by: Sean Kinnally, Interim Director of Operations & Development

Proposal

I am writing to propose the replacement of cardio equipment that has reached the end of its life cycle in our Recreation & Wellness facility. Our goal is to begin the process of upgrading this equipment to improve the overall experience for our patrons and ensure a safe, efficient fitness environment.

Equipment List

- (4) Performance Treadmills with LED Consoles
- (1) Performance ClimbMill with LED Console
- (1) Performance Elliptical with LED Console
- (1) CXV Virtual Training Cycle
- (1) Magnum Plate-Loaded Pendulum Squat

Rationale

The replacement of these items is necessary due to the current condition and end-of-life status of our existing equipment. We have identified the need to replace our current treadmills and to add an additional cycle and pendulum squat to better meet usage demands. We would like to move forward with the Matrix quote as they had the best pricing on equipment.

Fiscal Impact

The total project cost is **\$38,334.92**, which includes all listed equipment, delivery, and installation.

Funding Source

Stateside Reserves

Chatfield: 660876-RO001-S7140

**EXERCISE EQUIPMENT ETC**

30782 Crystallaire Dr.
Temecula, Ca 92591

Proposal 20176

DATE: September 15, 2025

California State University, San Bernardino
5500 University Pkwy
San Bernardino, CA 92407

Comments or Special Instructions:

We can offer trade in value for existing cardio.
8 pieces - \$1700

SALESPERSON	PROPOSAL NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Mike	20176	TBA			Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6	Star Trac 8 Series TRX Treadmill, LED 9-9311-8TRX-110-LED-MI-60	\$ 6,279	\$ 37,674
1	Star Trac 8 Series Cross Trainer LED 9-6180-8RDE-LED-60	\$ 4,679	\$ 4,679
1	Stairmaster Stepmill 8GX 9-5395-8GX-LED-60	\$ 6,265	\$ 6,265
SUBTOTAL			\$ 48,618.00
FREIGHT and INSTALL			\$ 3,285.00
TRADE IN			\$ (1,700.00)
SALES TAX			4,254.08
TOTAL			\$ 54,457.08

Make all checks payable to Exercise Equipment Etc.

Authorization _____

If you have any questions concerning this quote, contact Mike Keller at 760-458-5773, mkeller@exerciseequipmentetc.com

THANK YOU FOR YOUR BUSINESS!

Out-Fit
 2585 Azurite Circle
 Thousand Oaks, CA 91320
 t. 310.410.1200
 www.out-fit.net

Create Date	Number
9/5/2025	57871
Prepared By:	
Wil Morrise (562) 282-8584 wil@out-fit.net	

Bill To				Ship To		
payables@csusb.edu CSU San Bernardino Student Union 5500 University Parkway Administrative Office, Room 222 San Bernardino CA 92407-2397 Phone (909) 537-5950				Sean Kinnally CSU San Bernardino- Recreation Center 5500 University Parkway Sean.Kinnally@csusb.edu San Bernardino CA 92407 Phone (909) 537-5350		
Payment Terms		Desired Delivery Date		Est. Lead Time		Sales Consultant
Net 30		12/22/2025		4-6 Weeks		Wil Morrise
Qty	Vendor	Item	Description	List Price	Unit Price	Ext. Price
6	Precor USA	TRM731-P31 - BP	Treadmill - P31 LED Motion Control Console, 0.5 to 12 MPH, 0 to 15% Incline (Black Pearl Frame)	9,490.00	6,643.00	39,858.00
6	Precor USA	TRMP5L1	Factory Warranty Extension- Treadmill 5 years Parts and 1 Year Labor	1,214.00	625.00	3,750.00
1	Precor USA	SCL835-P31-BP	Precor Climber, New Model with P31 Console (Black Pearl Frame)	10,440.00	7,308.00	7,308.00
1		Misc. Items	Factory Warranty Extension- Stairclimber 5 Years Parts and 1 Year Labor	1,004.00	525.00	525.00
1	Precor USA	EFX835.v2 - P31 - BP	EFX® - Moving handlebars w/adjustable CrossRamp® - P31 console, USB (Black Pearl Frame)	9,920.00	6,944.00	6,944.00
1	Precor USA	EFXP5L1	Factory Warranty Extension- Elliptical 5 Years Parts and 1 Year Labor	606.00	325.00	325.00
1		IDA	Installation, Delivery and Assembly (IDA pricing based on ground floor/elevator access and during normal business hours only, subject to change based on site survey)	2,695.00	2,595.00	2,595.00
1		301 Tariff	*Out-Fit does not hang or attach any wall mounted items 301 Tariff- Precor Cardio	1,157.46	0.00	0.00

TOTAL PREFERRED CLIENT DISCOUNT \$30,741.46

Create Date	Number
9/5/2025	57871

Out-Fit
2585 Azurite Circle
Thousand Oaks, CA 91320
t. 310.410.1200
www.out-fit.net

Bill To				Ship To		
payables@csusb.edu CSU San Bernardino Student Union 5500 University Parkway Administrative Office, Room 222 San Bernardino CA 92407-2397				Sean Kinnally CSU San Bernardino- Recreation Center 5500 University Parkway Sean.Kinnally@csusb.edu San Bernardino CA 92407		
Qty	Vendor	Item	Description	List Price	Unit Price	Ext. Price
1		Trade In	Trade in value is valid with all equipment operating to manufacture specifications. Any piece of equipment that isn't operational or is missing parts will result in a reduction in value.		-2,000.00	-2,000.00
				Subtotal		59,305.00
				Freight (From Factory)		1,795.00
				Tax (8.75%)		4,605.56
				Total		\$65,705.56

Quote expires 30 days from the Quote date. Customer's signature and payment per terms above required to process order unless otherwise specified.
Buyer agrees to prices, specifications, standard terms & conditions of sale. Out-Fit's standard terms and conditions can be viewed at <https://bit.ly/outfitTC>. All orders are to be treated as custom and made to order. All orders are FOB from Out-Fit's facility. Freight, Delivery and Installation quotes are estimates and are subject to change as a result of a site survey. Additional fees may apply.

Signature _____ Date _____
Print Name _____ Title _____



FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

CSU San Bernardino
Sean Kinnally
November 24, 2025

PREPARED BY

Matrix Fitness
Austin Stevens
1600 Landmark Dr
Cottage Grove, WI 53527
805-431-4183
austin.stevens@matrixfitness.com



QUOTE

Date: 11/24/2025
 Quote #: QUO-207826-P5P1T4
 Expires On: 12/24/2025

Primary Sales Contact

Austin Stevens
 P: 805-431-4183 F:
 austin.stevens@matrixfitness.com

Bill To:

CSU San Bernardino
 Sean Kinnally
 5500 University Parkway
 San Bernardino, CA 92407-2397
 US
 (909) 537-5155 - Sean.Kinnally@csusb.edu

Alternate Sales Contact

Dylan Hartmann
 P: F:
 Dylan.Hartmann@johnsonfit.com

Ship To:

CSU San Bernardino
 5500 University Parkway
 San Bernardino, CA 92407-2397
 US

Comments:**Shipping Notes:**

- Strength Frame Color: *N/A - Pad Color: *None - Cardio Frame Color: *Matte Black

Qty	Model Number	Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
4	T-PS-LED	Matrix Perf. LED Treadmill Blk Matte	\$13,020.00	\$5,328.00	\$21,312.00
1	C-PS-LED	Matrix Perf. LED Climbmill Blk Matte	\$13,790.00	\$5,940.00	\$5,940.00
1	E-PS-LED	Matrix Perf. LED Elliptical Blk Matte	\$9,835.00	\$4,118.00	\$4,118.00
1	CXV	Matrix CXV Virtual Training Cycle	\$8,330.00	\$4,278.00	\$4,278.00
1	MG-PL80	PL80 - Pendulum Squat - BM	\$7,205.00	\$3,602.50	\$3,602.50

List Price Total \$91,240.00

Customer Savings \$51,989.50

Equipment Sales Price \$39,250.50

FRT/ASM/DEL \$0.00

Matrix Partnership Discount (\$4,000.00)

Customer Subtotal (before tax) \$35,250.50

Tax (Estimated,subject to change) \$3,084.42

Total Amount Due (USD)(including tax) \$38,334.92

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-207826-P5P1T4

Quote Amount: \$38,334.92

Payment Terms: CIA ACH or Wire

Signature: _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Deposit Amount: _____

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 via that following link: <https://portal.creditappexpress.com/applications/1687363120378x959482546797412400> for review and approval. JHTNA will determine credit based on 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.



THANK YOU

MATRIX

MATRIX FITNESS
1600 LANDMARK DRIVE
COTTAGE GROVE, WI 53527
MATRIXFITNESS.COM

CONFIDENTIAL

CSUSB



COYOTES



