



National Support Network
Optimum Plan (36)
 Extended Warranty and Service Agreement

TORO NSN, or Toro National Support Network, provides an integrated and comprehensive system for configuration and delivery of large turf central controller systems and for technical support to the end users of those systems and the Toro Distributor Network.

TORO NSN wishes to establish continuity in its relationship with its customers with the highest level of customer satisfaction possible, and this Optimum Plan contract is hereby issued to MEADOWBROOK GOLF COURSE for a period of three years beginning upon receipt of down payment. This contract includes provision of a 24-hour turn around on failed computer components (see "Minimum Down-Time" Commitment below) and Toro components in the central controller system (SNC, LCM, People Finder, FIU, CRU, Base Station) covered under Toro's standard warranty.

Upon receipt of signed contract and down payment, TORO NSN agrees to provide the following:

I. HARDWARE

New Computer System Hardware Components

Under the provisions of the Optimum Plan, the subscribing site is to receive one new computer system for 36 months that meets the minimum set of specifications listed below:

- Intel SE440BX2 w/audio System Board
- Intel PIII 750 CPU
- Toro Mid Tower ATX Case
- 128MB SDRAM (1 DIMM PC-133)
- 20GB Hard Drive UDMA/66
- Iomega 250MB Internal ZIP Drive
- 1.44 Floppy Drive
- 48X Mitsumi CD-ROM Drive
- Diamond Viper V220 32MB AGP Video
- USR 56K V.90 External Fax Modem
- Microsoft® PS/2 Mouse
- 104 Key W95 PS/2 Keyboard
- Rocketport 8 port PCI
- Yamaha YST-MS30 Speakers
- MS Windows 95 Rel 2.5
- pcAnywhere 9.0
- Norton Anti-Virus 2000 Ver 6.0
- 19" SVGA Monitor
- Hewlett-Packard DeskJet Color Capable Printer
- Accessory Kit
 1. Printer Cable
 2. Surge Strip
 3. Mouse Pad
 4. CD Case
 5. Modem Cable
 6. Ten (10) 3.5" Diskettes
 7. (1) ZIP Setup Disk or CD
 8. (1) ZIP Blank Disk
 9. Null Modem Cable
 10. Serial Adapter Cable (9 to 25 pin)

II. SOFTWARE

New Computer System Software Components

Under the provisions of the Optimum Plan, the subscribing site is to receive copy of each of the following software titles:

Non-Toro Software

- pcAnywhere™ 9.0
- MS Windows™
- Norton Anti-Virus 2000 Ver 6.0

Future Toro Software Upgrades

During the term of enrollment, Optimum Plan subscribers will receive a preferred member discount on all future Toro central control system modules.

Operating System Software

The operating system software is provided based on the operating system requirements for the central control system in use at the subscriber's site at the issuance of this agreement. Subsequent operating system releases (in development at the time of issuance of this contract or to be developed at a later date) by Microsoft or other manufacturers are not provided as a part of any upgrade agreement available through TORO NSN.

III. WARRANTY and SUPPORT SERVICES

TORO NSN in providing this extended warranty agreement, warrants all Toro central controller computer components for a period of three years, providing support and service as listed herein:

Computer Hardware and Software Extended Warranty

This contract provides extended warranty for the TORO NSN computer and Toro-provided central hardware and software. Additional computer hardware or software installed by anyone other than TORO NSN or its designated agent is not covered under this warranty.

Non-Standard Components

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

Disclaimer: This extended warranty 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. All taxes, import/duty fees or currency conversions are the client's responsibility.

Unlimited Toll-Free Service 7 A.M. - 7 P.M. (CST)

Operated during extended support hours of 7 a.m. through 7 p.m. C.S.T., the toll-free help line is available to assist with questions or issues relating to the operation of the Toro central control system software and TORO NSN computer system. Issues which cannot be diagnosed will be referred to the Toro Engineering staff or a Toro Field Service Manager.

Remote System Diagnostics

Each central control system enrolled in the National Support Network is equipped with a modem and pcAnywhere™ software. With these tools, the TORO NSN support engineer may access a field program and perform diagnostic checks. The decision to utilize these tools is at the sole discretion of the support engineer.

After-hours Emergency Paging to On-Call Support Engineer

Emergency support is available after-hours and on weekends through the TORO NSN paging system. The after-hours voicemail message available by calling 1-800-527-4248.

"Minimum Down-Time" Commitment

In the event that a warranty item must be replaced, the engineer logging the call from the subscriber will initiate a work order to place a replacement component in overnight delivery with a third-party overnight courier, if the call is received by 1 p.m. C.S.T. and depending on the volume of replacement components on any given day. All calls received after this time are not guaranteed for overnight delivery, but will receive the priority handling the next business day. Shipments whose destinations are beyond the borders of the 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.

Training Class

One attendance at a Texas Two-Step Central Control System Training Class is provided. The class fee is waived for one person during the terms of this agreement, however hotel accommodations and travel are the responsibility of the subscriber. Additional personnel from the subscribing site are eligible to attend a class, but will be responsible for the class fee at the time of the class, hotel accommodations and travel. Please note that class fees are subject to change without notice during the terms of this agreement. Current fee structures are available through the TORO NSN Sales Department at 1-888-676-8676 (888-NSN-TORO).

Uninterrupted Power Supply

One uninterrupted power supply is included with the subscription to the Optimum Plan. A standard insurance policy is provided by the manufacturer, protecting electrical devices connected to the unit. Please see UPS documentation for complete details, including information regarding the filing of claims. TORO NSN is not involved with this insurance policy and disclaims all interaction with subscribers in relation to said policy.

THE CLIENT AGREES TO THE FOLLOWING:

IV. CONDITIONS AND TERMS

System Insurance: Client will insure all central control system computers against all hazards in form and amounts and with an insurer satisfactory to TORO NSN. In the event of damage to the goods and payment of insurance, TORO NSN shall have the option of replacing the goods or applying the proceeds on any obligation encompassed by this agreement. TORO NSN may upon default under this agreement, or default in the payment or performance obligation secured by this agreement, cancel any insurance on goods after repossession of them, or on that portion of the goods repossessed if less than all.

The Client pays to TORO NSN any moneys paid under the insurance. The Client authorizes TORO NSN to receive or collect any money paid under the insurance and endorse checks or drafts relating to the payment. Whether or not the Optimum Plan Central Control System is insured, the Client must still make Agreement payments for the Optimum Plan Central Control System during the term of this Agreement if the Optimum Plan Central Control System is lost, damaged or destroyed due to customer negligence, electrical power interruption, lightning, or other acts of God. **LIABILITY INSURANCE IS NOT PROVIDED BY TORO NSN.**

System Maintenance: Client will keep the goods in good condition and free from liens and other security interests, will pay promptly all taxes and assessments upon them or with respect to their use, will not use the goods illegally or dispose of or encumber them, will not remove the goods from the premises to which they are delivered as stated on the face of this contract, without the prior written consent of TORO NSN and will not permit the goods to be fixtures, or become accessions to other goods.

CONDITIONS AND TERMS: State, County, and Local Sales Tax must be charged by Toro NSN on the full amount of the equipment portion of the payment. The service portion will be taxed on your monthly invoice, if your state mandates it. Import/duty fees or currency conversions are the client responsibility.

Equipment portion of contract	\$ 3,960.00	U.S.
Service portion of contract	\$ 3,924.00	U.S.
Down Payment payable to TORO NSN	\$ 500.00	U.S.
Sales Tax	\$ NONE	
Initial amount payable to	\$ 500.00	U.S.
Monthly Payment		
Monthly Payment (36 months) payable to TORO NSN	\$ 219.00	U.S.

Disclaimer: This is the exclusive extended warranty provided by TORO NSN under this plan, and 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 your requirements, or that your 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 which 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 you. The exclusive remedy under this extended warranty shall be, at TORO NSN option, either repair or replacement of the hardware or software, or portions thereof if defective.

Term of this Agreement: 36 months, starting upon receipt of signed contract and down payment.

Payment Schedule: The Client agrees to pay 36 payments of \$ 219.00 U.S., plus any applicable taxes. The down payment is due within 10 days of the date of this Agreement and must be accompanied by the Extended Warranty Service Agreement contract signed by the authorized person at the Client. The rest of the payments are due on the 1st day of each month during the term of this Agreement, starting with the month after down payment and signed contract are received.

Late Charge: The Client will pay a late charge on each payment that is not made within 7 days after it is due. The charge is \$10.00 for every month the payment is late. TORO NSN is not responsible for delivery of services during any period in which payments are in arrears.

Modification: This Agreement sets forth all of the agreements of TORO NSN and the Client for the Optimum Plan System. There is no other agreement. Any change in this Agreement must be in writing and signed by the Client and TORO NSN.

Termination: This Agreement shall terminate upon (i) the end of the term of this Agreement and (ii) the payment by the Client of all amounts owed under this Agreement. TORO NSN may terminate this Agreement if the Client defaults under this Agreement. The Client will have the option to buy out the Optimum Plan Central Control System at the termination of this contract. If the Client does not wish to purchase the system at a rate determined at the end of this contract (not to exceed \$1,000.00), the Client is responsible for returning the system intact and in full to TORO NSN. Upon termination, the Client may call TORO NSN and request a UPS call tag in order to return the Optimum Plan Central Control System.

Default: If the Client fails to make any payment under this Agreement when it is due, or if the Client fails to keep any other agreement in this Agreement, TORO NSN may terminate this Agreement. The Client must still pay at once the entire balance due of this Agreement equal to 36 payments of \$219.00 each, plus the down payment. The Client must also pay all expenses to enforce TORO NSN's rights under this Agreement, including reasonable attorney's fees as permitted by law, and any damages caused to TORO NSN because of the Client's default. In the event of default by the Client, TORO NSN has the right to assign any collection action.

Taxes: The Client will pay all sales, use and other taxes and all fees and charges that are levied on the Optimum Plan System during the term of this Agreement.

Title: The Optimum Plan System will be titled in the name of the customer.

Indemnity: The Client will indemnify TORO NSN from any loss or damage to the Optimum Plan Central Control System or its contents during the term of this Agreement. The Client will also indemnify TORO NSN from all claims, losses and costs arising out of the use or condition of the Optimum Plan computer system and central control system.

General: Except as otherwise provided by the law of the state where the Client resides, the law that will apply to this Agreement is the law of the state where TORO NSN's place of business is, as set forth on the front of the Agreement. If that law does not allow any of the agreements 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 client site must sign this agreement and return with the payment indicated below to:

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

Shipping: TORO NSN
Sales
500 Chestnut Street, Suite 10B
Abilene, Texas 79602

Phone: 888-676-8676 Voice
915-673-8765 Fax

This contract will take effect on the date that both the signed contract and payment are received at the offices of TORO NSN.

 9-18-00

TORO NSN

Client's Authorized Representative

BIDDING INFORMATION

1/02/01

I'm adding this information on the irrigation central Controller. The main reason that Toro is the sole source in this case are for the following reasons:

1. Meadowbrook Irrigation system was installed with Toro equipment. There fore for the new central (computer software and hardware) is needed for the upgrade. Present agreement has expired.
2. There are competitive systems such as Rainbird, Hunter, etc. but to enter in agreement with these companies would require new field controller replacements. The field controllers are now Toro equipment on the course at Meadowbrook and would cost in excess of \$25,000 to change over on top of the Computer and software for an agreement with competitive companies. Money for any change has not been an option in the budget for this year.

It is by far for the best interest of the City of Rapid City and this department that we stay with Toro at this time. The Toro Co. is the only company that can sell Toro equipment.

Money has been budgeted for this item at \$10,000. Contract is for 3 years at \$219.00 mo. 36 mos. or a lump sum of \$7,775.

James Walraven,CGCS
Course Superintendent
Golf Course Dept.