

**REVISED #2**  
**Local Agency Information**

Funding Source: American Rescue Plan Act – ARP ESSER

Report Prepared By: Rhonda L. Meserole, CPA

Agency Name: Seaford UFSD

Mailing Address: 1600 Washington Avenue

	Street
<u>Seaford</u>	<u>New York</u>
City	State
	<u>11783</u>
	Zip Code

Telephone #: 516-592-4030 County: Nassau

E-Mail Address: Rmeserole@seaford.k12.ny.us

Project Operation Dates: 3 / 13 / 2020 09 / 30 / 2024

Start

End

**INSTRUCTIONS**

- ❖ Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying. DO NOT submit this form to the Grants Finance.
- ❖ Enter whole dollar amounts only.
- ❖ Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:
  - Personnel positions, number and type
  - Equipment items having a unit value of \$5,000 or more, number and type
  - Minor remodeling
  - Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or \$1,000, whichever is greater
  - Any increase in the total budget amount.
- ❖ Certification on page 8 must be signed by Chief Administrative Officer or properly authorized designee.
- ❖ High-quality computer-generated reproductions of this form may be used.
- ❖ For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at [www.oms.nysed.gov/cafe/](http://www.oms.nysed.gov/cafe/) or call Grants Finance at (518) 474-4815.

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTEs in decimals, e.g., a teacher working one day per week equals .2 FTE.

Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
(1) Psychologists (1) <b>Psychologist</b>	1.0 <b>1.0</b>  [LEARNING LOSS-20%]	\$ 73,808.00 @2 years <b>\$ 72,143.00</b>	\$147,616.00 <b>\$72,143.00</b>
Subtotal - Code 15			\$219,759.00

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are indirect costs, e.g., account clerks.

Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
Subtotal - Code 16			

**PURCHASED SERVICES: Code 40**

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

Description of Item	Provider of Services	Calculation of Cost	Proposed Expenditure
Meditation & Relaxation Application Licenses (staff)	<i>Calm Application</i>	241 @ \$25.00 per license	\$6,025.00
Social Emotional Learning "Ruler" Method	<p><i>Dr. Marc Brackett – author Of Permission to Feel</i></p> <p><b>[LEARNING LOSS – 20% allocated for the 2<sup>nd</sup> year of training \$20,000 – allocated for Students; Students 2,191 and staff approximates 609 – amount is 78.25% of \$20,000 or \$15,650 toward learning loss. ]</b></p>	<p>\$20,000/yr. Training for Staff &amp; Students (2<sup>nd</sup> &amp; 3<sup>rd</sup>yr)</p> <p>Implementation Support (5 Participants @ each School Bldg.) \$8,000 @ 4 buildings</p> <p>Follow-up DW Leadership Conference</p>	<p><b>\$40,000.00</b></p> <p>\$32,000.00</p> <p>\$ 5,000.00</p>
Subtotal - Code 40			\$83,025.00

**SUPPLIES AND MATERIALS: Code 45**

Beginning with the 2005-06 year include computer software, library books and equipment items under \$5,000 per unit.

For earlier years include computer software, library books and equipment items under 1,000 per unit.

Description of Item	Quantity	Unit Cost	Proposed Expenditure
Movable Bookcases Demco	3	\$2,199.00	\$6,597.00
Moveable Bookcase Demco	1	\$2,489.00	\$2,489.00
Projector (PC University)	1	\$3,000.00	\$3,000.00
Peaceful Playground – (Harbor & Manor)	2 [LEARNING LOSS – 20%]	\$4,999.99	\$9,998.00
Dr. Marc Brackett – Author <i>Permission to Feel</i> Books	50	\$17.92	\$896.00
Athletic Equipment	See attached Equipment Total Used at our MS (519 students) and our HS (696 students) for Gym Classes.	1,215 students @ \$20.48 MS & HS Enrollment	\$24,884.00
Subtotal - Code 45			\$47,864.00

**TRAVEL EXPENSES: Code 46**

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

Position of Traveler	Destination and Purpose	Calculation of Cost	Proposed Expenditures
Subtotal - Code 46			

**EMPLOYEE BENEFITS: Code 80**

Rates used for project personnel must be the same as those used for other agency personnel.

<b>Benefit</b>		<b>Proposed Expenditure</b>
<b>Social Security</b>		\$16,812.00
<b>Retirement</b>	<b>New York State Teachers</b>	\$21,536.00
	<b>New York State Employees</b>	
	<b>Other</b>	
<b>Health Insurance</b>		\$33,666.00
<b>Worker's Compensation</b>		
<b>Unemployment Insurance</b>		
<b>Other (Identify)</b>		
Subtotal – Code 80		\$72,014.00

**INDIRECT COST: Code 90**

A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding \$25,000 and any flow through funds)	\$	(A)
B. Approved Restricted Indirect Cost Rate	%	(B)
C. (A) x (B) = Total Indirect Cost	\$	(C)
Subtotal – Code 90		

**PURCHASED SERVICES WITH BOCES: Code 49**

<b>Description of Services</b>	<b>Name of BOCES</b>	<b>Calculation of Cost</b>	<b>Proposed Expenditure</b>
Subtotal – Code 49			

**MINOR REMODELING: Code 30**

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

Description of Work To be Performed	Calculation of Cost	Proposed Expenditure
	Subtotal – Code 30	

**EQUIPMENT: Code 20**

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of \$5,000 or more should be itemized in this category. Equipment items under \$5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was \$1,000 or more. Equipment items under \$1,000 should be budgeted under Supplies and Materials.

Description of Item	Quantity	Unit Cost	Proposed Expenditure
Baldwin BP5 Studio Upright @ Harbor Elementary	(1)	\$ 8,995.00	\$8,995.00
	Subtotal – Code 20		\$8,995.00

### HELPFUL REMINDERS

- ❖ Check for the required number of copies to be submitted, including the number of original signature copies. The number of copies may vary from program to program. If unsure, contact the State Education Department office responsible for the program for which you are applying.
- ❖ An approved copy of the FS-10 will be returned to the contact person at the address completed on page 1. A window envelope will be used for the return mailing; please make sure that the contact information is accurate, legible, and confined to the address field.
- ❖ Be sure to check your math and carry all subtotals forward to the Summary on Page 8. Simple mathematical errors often require Grants Finance to contact both the local agency and other State Education Department offices, resulting in unnecessary delays in program approval. And remember, use whole dollars only.
- ❖ School districts and BOCES should use the restricted indirect cost rate that has been approved for the school year in which the grant will operate. Most other agencies are subject to a fixed maximum rate depending on the grant program and type of agency. Contact Grants Finance at (518) 474-4815 if you have any questions regarding indirect costs.
- ❖ The modified direct cost used in the calculation of indirect cost must exclude equipment, minor remodeling, the portion of each subcontract exceeding \$25,000 and any flow through funds.
- ❖ Be sure to complete the Agency Code on Page 8 as well as the Project #, if pre-assigned.
- ❖ For Special Legislative projects and Grant Contracts, please enter the Contract #.
- ❖ For ease of data entry at the State Education Department, please make sure that Page 8 faces out.
- ❖ Submit forms to the State Education Department as follows:

Application, FS-10, FS-10-A – Program Office

FS-25, FS-10-F for **Special Legislative Projects** –  
Special Legislative Projects Coordinating Team  
New York State Education Department  
Room 132 Education Building  
Albany, New York 12234

FS-25, FS-10-F for other projects –  
Grants Finance  
New York State Education Department  
Room 510W Education Building  
Albany, New York 12234





<b>Corporate Office:</b>		<b>Quote Provided by:</b>	
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY 14850-1576 Phone: (607)-257-2107 Fax: (607)-257-2221		<b>Robert Anspach</b> raanspach@advantagefitness.com Phone: 516-220-6664 Fax: 904-212-0095	
		<b>Quote Date:</b>	9/27/2021
		<b>Valid Until:</b>	11/26/2021
		<b>Quote Amount:</b>	<b>\$24,884.01</b>

**This quote was produced for:**

<b>Ship To:</b> Seaford High School 1575 Seamans Neck Road SEAFORD, NY 11783	<b>Bill To:</b> Seaford High School 1575 Seamans Neck Road SEAFORD, NY 11783
<b>Kevin Witt</b> Phone: (516) 592-4351 Email: kwitt@seaford.k12.ny.us	<b>Kevin Witt</b> Phone: (516) 592-4351 Email: kwitt@seaford.k12.ny.us

QTY	Product Number	Product Description	MSRP	Delivered Price/Unit	Extended Price
		Seaford High School			
		MARS Pack			
1	ESC-AMARSEPACKB	Escape Mars Rack5 Equip Pack	\$15,140.00	\$12,869.00	\$12,869.00
		Power Requirements			
		120V, CAT6 Line			
		Fitness Pack			
3	ESC-EST/RRC	Escape Ridge Roller	\$49.49	\$39.59	\$118.77
1	ESC-ATGMED04	Escape Total Grip Medball 4lb	\$32.32	\$25.86	\$25.86
1	ESC-ATGMED06	Escape Total Grip Medball 6lb	\$38.89	\$31.11	\$31.11
1	ESC-ATGMED08	Escape Total Grip Medball 8lb	\$45.45	\$36.36	\$36.36
1	ESC-ATGMED10	Escape Total Grip Medball 10lb	\$53.03	\$42.42	\$42.42
2	ESC-GRIPR202	Escape GripR 4.4lb/Grn	\$41.41	\$33.13	\$66.26
2	ESC-GRIPR204	Escape GripR 8.8lb/Blu	\$54.54	\$43.63	\$87.26
2	ESC-GRIPR206	Escape GripR 13.2lb/Red	\$67.67	\$54.14	\$108.28
1	ESC-ECB050V3	Escape Core Bag-11lb/Grn	\$92.00	\$73.60	\$73.60
1	ESC-ECB100V3	Escape Core Bag-22lb/Blu	\$97.50	\$78.00	\$78.00
2	ESC-AVKB16	Escape Studio Vinyl Kettlebell/16lbs - Grey	\$49.49	\$39.59	\$79.18
2	ESC-AVKB24	Escape Studio Vinyl Kettlebell/24lbs - Green	\$74.24	\$59.39	\$118.78
2	ESC-AVKB32	Escape Studio Vinyl Kettlebell/32lbs - Red	\$98.98	\$79.18	\$158.36
6	ESC-EST/CMATA	Escape Core Mat (Anthracite)	\$39.90	\$31.92	\$191.52
1	ESC-RACK5	Escape RACK5	\$1,060.00	\$901.00	\$901.00
1	ESC-RACK5B5	Escape Rack5 Mat Storage	\$50.50	\$42.93	\$42.93
		Mobility Pack			
3	ESC-EST/RRC	Escape Ridge Roller	\$49.49	\$39.59	\$118.77
3	ESC-EST/HFR	Escape Ultraflex Roller (Grn)	\$54.54	\$43.63	\$130.89
6	ESC-EST/CMATA	Escape Core Mat (Anthracite)	\$39.90	\$31.92	\$191.52
1	ESC-CMT1	Escape CMT-2.2lb/ Grn	\$129.28	\$103.42	\$103.42
1	ESC-CMT2	Escape CMT-4.4lb/ Blu	\$151.50	\$121.20	\$121.20
1	ESC-CMT4	Escape CMT-8.8lb/ Red	\$171.70	\$137.36	\$137.36
1	ESC-SBP65	Escape Steadyball 65cm/Dark Grey	\$44.00	\$35.20	\$35.20

1	ESC-RACK5	Escape RACK5	\$1,060.00	\$901.00	\$901.00
		Battle Rope			
1	ESC-BR3210	Escape Battle Rope 1.5in/33ft	\$297.50	\$238.00	\$238.00
		TRX			
4	TRX-CLUB4	TRX Suspension Trainer Club 4	\$209.95	\$0.00	
		Free Standing Boxing Bag			
1	ESC-AFSPB01	Escape Free Standing Punchbag	\$685.00	\$0.00	
		Jump Ropes			
10	ESC-EST/ROPE5	Escape Fitness Jump Rope	\$23.23	\$18.58	\$185.80
		Racks			
2	PRE-DBR611	Precor Discovery Half Rack	\$2,600.00	\$2,340.00	\$4,680.00
		Frame: Gloss Metallic Silver			
		Benches			
2	PRE-DBR119GMS	Precor GMS Discovery Multi Adj Bench	\$1,250.00	\$1,125.00	\$2,250.00
		Upholstery: Black			
		Bars			
2	ESC-WOD001	Escape WOD Bar	\$440.00	\$352.00	\$704.00
4	ESC-KAMCOL2	Escape Olympic Clamp Collar/pr	\$18.18	\$14.54	\$58.16

NOTE: Quote valid until: 11/26/2021  
Estimated Delivery Date: 10-12 weeks from receipt of order confirmation

**Total Discount:** (\$5,701.50)

<b>Payment Terms:</b>
As per Approved Purchase Order

<b>Total Including Freight and Delivery:</b>	\$24,884.01
<b>Inbound Freight:</b>	Included
<b>Delivery &amp; Installation:</b>	Included
<b>Est. Tax:</b>	\$0.00
<b>TOTAL AMOUNT:</b>	<b>\$24,884.01</b>

Customer Acceptance of Quote

Quote #: Q.000002946

Grand Total: **\$24,884.01**

Signature
-----------

Print Name
Date

**ADVANTAGE SPORT & FITNESS, INC.**  
**STANDARD TERMS & CONDITIONS**  
www.advantagefitness.com/terms

**ACCEPTANCE** - Buyer accepts these terms and conditions by paying any portion of the sales price.

**ENTIRE AGREEMENT**- This document, together with the Advantage Sport & Fitness, Inc. quotation signed by the Buyer and accepted by Advantage Sport & Fitness, Inc. (i.e. the "Quotation"), and any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course at dealing at variance with these terms and conditions will bind Advantage Sport & Fitness, Inc. This document may only be amended in writing signed by both parties. In the case that these terms conflict with the Quotation, the Quotation shall apply, except that Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation at any time.

**PRICE PROTECTION**- Prices quoted are guaranteed for 30 days from the date quoted in writing unless stated otherwise. This applies to all quotes. Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation prices at any time.

**DELIVERY OF EQUIPMENT** All equipment ordered from Advantage Sport & Fitness, Inc. or its vendors is shipped F.O.B. Buyer's "ship to" address.

Buyer must guarantee Advantage Sport & Fitness, Inc. access to the "ship to" address on the delivery date in order to ensure proper delivery and installation.

**TERMS** - Unless otherwise stated, Buyer will pay a minimum non refundable deposit of 50% of the sale price. The outstanding sales balance will be due at delivery. All payments must be made by cash, cashiers check, or wire transfer. Advantage Sport & Fitness, Inc. or its agents will not accept a personal or business check unless so noted in writing on the Quotation.

**DELAY IN PERFORMANCE** - Advantage Sport & Fitness, Inc. will exercise its best efforts to deliver the equipment in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and Advantage Sport & Fitness, Inc. shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. Advantage Sport & Fitness, Inc. is not responsible for any delay, failure or omission due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

**INSPECTION** - Buyer must inspect the equipment upon delivery and provide Advantage Sport & Fitness, Inc. with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the equipment.

**CLEARED AREA/DEBRIS** Buyer agrees to clear an area where the equipment is to be delivered and installed. The installation area shall be clean and free of all debris, construction dust, etc. prior to the delivery date. Advantage Sport and Fitness, Inc will not deliver into an area undergoing construction, e.g. "hard-hat" area.

**INSTALLATION AREA** - The equipment is designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause equipment malfunctions. Advantage Sport & Fitness, Inc. will not be liable for any damage associated with an unlevelled surface or structural movement.

**MECHANICAL/ELECTRICAL/NETWORKING/VIDEO REQUIREMENTS** - Unless otherwise stated, Buyer is responsible for all utility service such as electrical connections, computer and/or Internet networking connections, video connections, etc., and must secure all necessary tradesmen required for the installation of such connections. Such services must be ready prior to the fitness equipment delivery date.

**PERMITS** - Buyer is responsible for obtaining all permits for the installation or operation of the equipment, for any such permits required by state, local or other lawful authorities.

**TAXES** - Federal, state and local taxes, (unless otherwise shown on the quotation), are not included and are Buyer's responsibility. Advantage Sport & Fitness, Inc. may bill Buyer separately at any time for any such charge as Advantage Sport & Fitness, Inc. may be requested to collect or pay.

**ADDITIONAL CHARGES** - In addition to the open balance of the sales price, Buyer agrees to pay the following prior to delivery.

- Any actual costs Advantage Sport & Fitness, Inc. incurs transporting or storing the equipment if the Buyer fails to pay the outstanding balance upon delivery or the equipment cannot be delivered for any reason outside the control of Advantage Sport & Fitness, Inc., its agents or subcontractors.
- Any actual costs Advantage Sport & Fitness, Inc. incurs if the equipment cannot be delivered due to Buyer's error, omission or lack of preparation of the installation area.
- A commercially reasonable charge for deliveries requested outside the normal business hours (Monday-Friday), (8:00 A.M. - 5:00 P.M.) or requiring a specific start or stop time, provided that Advantage Sport & Fitness, Inc. has agreed to perform a delivery at such a time.
- A commercially reasonable charge for deliveries or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available.

**NEW EQUIPMENT PURCHASES** - Limited Warranty: There is no warranty of merchantability or warranty that the equipment will be fit for a particular purpose. Buyer agrees that all warranties are manufacturers warranties only, and are subject to all manufacturers limitations and exclusions. No materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc.; only manufacturers warranties apply to all sales. Warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

Equipment manufacturers warranty policies, terms, and limitations only will govern warranty issues. All decisions made by the equipment manufacturers are made at the discretion of the manufacturer, not Advantage Sport & Fitness, Inc.

All claims for warranty work must be submitted in accordance with the manufacturer's warranty claims process.

**Waiver of Warranty** - All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors without first obtaining written approval from the manufacturer as to scope of work and price.

**Buyer's Remedy** - Buyer's sole remedy is application of manufacturers' warranties and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**ADVANTAGE SPORT & FITNESS, INC. CERTIFIED PRE-OWNED EQUIPMENT PURCHASES** - Equipment parts covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: all parts except entertainment.

Equipment parts not covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: PVS, headphone jack, USB connector, iPod connector.

The 90 day warranty period begins the day the equipment is delivered to your facility. The warranty is offered directly through Advantage Sport & Fitness, Inc. There is no manufacturer's warranty implied or expressed when purchasing Certified Pre-Owned equipment. The warranty covers parts and labor costs for equipment examined and certified through our Certified Pre-Owned inspection process. Any warranty claim must be submitted within the 90 day Certified Pre-Owned warranty window. Any claim or service request submitted after the close of the 90 day window will be subject to normal service repair charges. Certified pre-owned warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

**Waiver of Warranty** - All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors.

**Buyer's Remedy** - Buyer's sole remedy is application of Advantage Sport & Fitness, Inc. Certified Pre-Owned warranty and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**As Available** We sell equipment we have in stock, have examined and certify that the equipment meets our standards. In some situations we may not have an item in stock and cannot guarantee delivery until our stock is replenished. Certified Pre-Owned equipment will be included in a sales order that contains new equipment when the equipment is available. In the event that Certified Pre-Owned equipment is not in stock; the Certified Pre-Owned equipment will be listed on a separate sales order. Customer is responsible for paying for all equipment that has been delivered. The payment for new equipment cannot be held while waiting on Certified Pre-Owned equipment, or vice versa.

**Certified Pre-Owned Means** - The equipment is free of major cosmetic wear or damage. The equipment is in full working condition. Our Service Technicians have completed a Certified Pre-Owned examination of the equipment. All "wear" parts have been checked and tested for defects and are in good working condition. The function and reliability of the equipment is covered under our 90 day Certified Pre-Owned Parts & Labor Warranty. Treadmills will have a new deck surface and new running belt.

**"AS IS" EQUIPMENT PURCHASES** - No "as is" materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**GOVERNING LAW** - New York law shall govern any dispute between the parties pertaining to this document or the equipment.

**JURISDICTION** Any dispute between the parties involving this document or the equipment shall be filed in Monroe County, New York.

**ADVANTAGE SPORT & FITNESS, INC. DAMAGES** - Advantage Sport & Fitness, Inc. shall receive actual, consequential and incidental damages, costs, interest and attorney fees if buyer violates these terms and conditions.

**CANCELLATIONS** - Buyer agrees to pay 25% of sales price as a re-stocking fee on all orders, plus freight charges, if any order is cancelled.

**SUBROGATION CLAUSE** - Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insured loss, and Buyer also agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insurance even if Advantage Sport & Fitness, Inc.'s workmanship may have caused or contributed to the loss.

**ADVANTAGE SPORT & FITNESS, INC. INSTALLATIONS** - When Advantage Sport & Fitness, Inc. has been contracted to do partial or full installation, only the portion of installation contracted to be performed by Advantage Sport & Fitness, Inc. is subject to labor warranty. Such labor warranty shall be in accordance with the manufacturer's labor warranty, or in the event that no such manufacturer's warranty is applicable, then the labor shall be covered by a limited 30 day labor warranty. Problems that may arise from aspects of the installation not performed by Advantage Sport & Fitness, Inc. are not covered by Advantage Sport & Fitness, Inc. for any labor charges that may be incurred.

**THIRD PARTY CONTRACTORS** - Advantage Sport & Fitness, Inc. may subcontract its delivery and installation obligations shown on any quotation and these terms and conditions shall apply with respect to the third party as an agent of Advantage Sport & Fitness, Inc.