



California State University, San Bernardino
Santos Manuel Student Union Board of Directors
Recreation and Wellness Committee
February 26, 2026 – 12:00pm
Student Chambers (SUN-3305)
<https://csusb.zoom.us/j/88678204840>

Meeting Rescheduled to March 12, 2026

AGENDA

1. Call to order
2. Roll call
3. Approval of Minutes
 - a. January 22, 2026
4. Open Forum (3 min per speaker)
5. Adoption of Agenda

Old Business

RW 18/26 RecWell Sport Clubs Mat (SMSU South or North) Proposal, Fiscal Impact: Not to Exceed \$5000.00, Chartfield: 660876-RO001-S7100 (Action, Rangel)

New Business

RW 22/26 Student Recreation & Wellness Center (SRWC) TRX Storage Bay by Opti-Fit, Fiscal Impact Not to Exceed: \$15, 156.27, Chartfield: 660876-RO001-S7140 (Action, Kinnally)

RW 23/26 Student Recreation & Wellness Center (SRWC) Recreation & Wellness Outdoor Facility Improvement Initiative, Project Proposal by CBRE, Fiscal Impact Not to Exceed: \$193, 615.43, Chartfield: 660876-RO001-S7140 (Action, Kinnally)

Announcements

Adjournment



Recreation & Wellness Committee

January 22, 2026 | 12:00pm

Student Chambers (SUN-3305)

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

MINUTES

Members Present: Gedeon Bulenda, Dr. Zhaojing Chen, Sean Kinnally, Trent Morgan, Diego Rendon, Sarah Sanchez

Members Absent: Victoria Reyes

Staff Present: Vilayat Del Rossi, Elizabeth Junker, Mark Oswood

Call to Order: The meeting was called to order at 12:07 pm.

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

Approval of Minutes:

M/S Sanchez/Morgan; motion to open approval of minutes from December 4, 2025.

No amendments requested.

Motion passed unanimously.

Open Forum: No guests present for open forum.

Adoption of Agenda:

M/S Kinnally/Bulenda; motion to open adoption of the agenda.

M/S Kinnally/Morgan; motion to add RW 21/26 Elect New Recreation and Wellness Committee Chair (Action, Kinnally) to new business and strike all old business items RW 13/26 – RW 16/26.

Motion passed.

M/S Sanchez/Trent; motion to adopt agenda as amended.

Motion passed unanimously.

NEW BUSINESS

RW 17/26 Student Recreation & Wellness Center (SRWC) Golf Proposal, Fiscal Impact: Not to Exceed \$23,447.92, Chartfield: 660876-RO001-S7140 (Action, Ureste)

M/S Morgan/Sanchez; motion to open RW 17/26 Student Recreation & Wellness Center (SRWC) Golf Proposal, Fiscal Impact: Not to Exceed \$23,447.92, Chartfield: 660876-RO001-S7140.

The committee reviewed a proposal to purchase a new four-seat golf cart with a utility bed to support daily operations and large-scale events. The current golf cart is nearly 20 years old and, while still operational due to ongoing maintenance by campus mechanics, requires temporary charging modifications and is nearing the end of its useful life. The proposed purchase would initially add a second cart to operations, with the intent to fully replace the existing cart once it can no longer be maintained. The primary use of the vehicle is for transporting equipment and personnel across campus for events and operational needs.

Roll Call Vote: 6 - In-Favor 0 - Opposed 0 - Abstentions
Motion passed.

RW 18/26 RecWell Sport Clubs Mat (SMSU South or North) Proposal, Fiscal Impact: Not to Exceed \$5000.00, Chartfield: 660876-RO001-S7100 (Action, Rangel)

M/S Kinnally/Bulenda; motion to open RW 18/26 RecWell Sport Clubs Mat (SMSU South or North) Proposal, Fiscal Impact: Not to Exceed \$5000.00, Chartfield: 660876-RO001-S7100.

The committee considered RW18-26, a proposal to purchase a RecWell Sports Club mat with a total cost not to exceed \$5,000. During discussion, it was noted that new information had emerged regarding alternative mat options, and additional consultation was needed with relevant staff before proceeding. As a result, a motion was made to table the item to allow for further review and discussion. The committee moved to postpone the proposal to a future meeting pending additional evaluation.

M/S Morgan/Kinally; motion to table RW 18/26.
Motion passed unanimously.

RW 19/26 ASI Recreational Facilities Upgrades/Updates (Discussion, Kinnally)

M/S Sanchez/Kinnally; motion to open RW 19/26 ASI Recreational Facilities Upgrades/Updates.

The committee discussed potential upgrades to outdoor recreational facilities, following confirmation that the University President has committed up to \$175,000 toward improvements, with additional funding to be identified by RecWell and ASI. Proposed enhancements included renovating existing sand volleyball and tennis courts or creating a more comprehensive, access-controlled outdoor recreation area behind the Student Recreation Center featuring upgraded volleyball courts, a basketball court, pickleball/tennis courts, turf space, fencing, and lighting. Members discussed concerns about long-term campus master planning, particularly the potential future relocation of the campus pool behind the Recreation Center, and the importance of ensuring any investment aligns with long-term development plans to avoid loss of funds.

The committee considered advancing the item to the full Board for a presentation by Facilities (Jenny Sorensen) outlining feasible options. Two general concepts emerged: Plan A, developing an access controlled outdoor recreation complex behind the Recreation Center (potentially requiring reconsideration of the pool's future location), and Plan B, focusing on renovating existing volleyball and select tennis courts with added fencing and improvements while maintaining alignment with the campus master plan. It was clarified that this was a discussion item, and the committee may recommend that Facilities present formal options to the Board before further action is taken.

M/S Kinnally/Morgan; motion to move up RW 21/26 right before RW 20/26, in the interest of time.
Motion passed unanimously.

RW 21/26 Elect New Committee Chair for the Recreation and Wellness Committee (Action, Kinnally)

M/S Kinnally/Trent; motion to open RW 21/26 Elect New Committee Chair for the Recreation and Wellness Committee.

The Recreation and Wellness Committee considered an action item to appoint a new Committee Chair due to the position being vacant. A motion was made and seconded to open nominations, and Sarah Sanchez was nominated. Upon accepting the nomination and with no additional nominations brought forward, nominations were closed. There being no objections, Sarah Sanchez was unanimously approved as the new Recreation and Wellness Committee Chair.

Motion passed unanimously.

RW 20/26 Fitness Equipment Survey Review (Discussion, Kinnally)

M/S Kinnally/Bulenda; motion to open RW 20/26 Fitness Equipment Survey Review.

The Recreation and Wellness Committee reviewed a proposed survey intended to gather student feedback on potential new fitness equipment purchases. The survey includes options for various leg machines, selectorized equipment, and plate-loaded upper body machines, developed in collaboration with RecWell fitness and maintenance staff. Committee members discussed adding photos of each equipment option to help students better understand the choices and recommended ensuring the “other” option includes an open-text response field for additional suggestions.

The committee expressed general support for distributing the survey to RecWell members once revisions are made. Survey results will be reviewed at a future meeting to identify high-interest equipment, with the potential to bring a formal recommendation forward for approval and purchase based on student demand.

Announcements/Program Updates

- No announcements from committee members.

Adjournment

M/S Kinnally/Bulenda; motion to adjourn the meeting at 1:02pm.
Motion passed.

Reviewed and Respectfully Submitted by:

Sarah Sanchez, Committee Chair

Date

Student Recreation & Wellness Center (SRWC) TRX Storage Bay 2/18/2026

Santos Manuel Student Union Board of Directors

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

Proposal: This proposal recommends adding TRX Bay 3 storage to improve equipment organization, safety, and operational efficiency within our facility. The goal is to create a centralized, structured storage solution that supports daily programming and maintains a professional training environment.

The TRX Bay 3 Storage Bay will include:

- TRX suspension trainers
- Shelving units for kettlebells, resistance bands, and accessories
- Clearly labeled bins for small equipment

Rationale:

Currently, equipment right now we do not have the best designed storage area that leads to clutter. Establishing a TRX Bay 3 Storage Bay is a practical improvement that supports safety, efficiency, and overall facility quality. Implementing a structured storage bay will provide the following benefits:

1. Improved Safety

- Reduces trip hazards
- Maintains clear pathways

2. Operational Efficiency

- Reduced time spent locating misplaced items

3. Equipment Longevity

- Proper storage reduces wear and tear
- Minimizes damage caused by improper stacking or placement

4. Professional Appearance

- Cleaner, more organized training space
- Enhanced member experience

Fiscal Impact

The total project cost is \$13,778.43, which includes installation. A 10% contingency has been added, bringing the total project budget to \$15,156.27.

Timeline: 6-8 weeks

Funding Source

Stateside Reserves

Chatfield: 660876-RO001-S7140



A Passion for Fitness Excellence

Opti-Fit Fitness Solutions is a full-service, commercial fitness company specializing in planning, design, supply, and service. With decades of industry experience, our dedication to providing comprehensive fitness solutions and customer service is unparalleled. Our goal always matches yours... a positive client experience!

Meeting the Diverse Needs of Clients

Opti-Fit works with many types of clients on their custom, fitness facility needs.

 Multi-Family Housing	 Corporations	 Recreation Centers
 High Schools and Colleges	 Fire Departments	 Law Enforcement
 Hospitality	 Health Clubs	 Athletic Performance

Optimized Design for Your Facility

Professionally-rendered designs allow you to visualize the facility flow and client experience.



Our Approach

It's what sets us apart. A custom, consultative approach leads to better results for your fitness facility project. Our services include:

- Consultation and walkthrough
- Custom layout and design
- Leading-brand equipment, accessories, and flooring
- Professional delivery and installation
- Service and preventative maintenance

Project Evaluation

For each project, we carefully evaluate the needs of your target clientele and tailor unique solutions by considering:

- Current fitness trends
- Aesthetics
- Functionality
- Durability
- Ease-of-use

Industry-Leading Partnerships

We fulfill your personalized fitness experience by partnering with top-of-the-line brands, manufacturers, and service providers. As a leader in the fitness solutions industry, our order volumes and long-term relationships allow us to offer:

- Innovative planning
- Quality equipment
- Competitive pricing

Our Commitment

Regardless of the size of your project or budget, we provide an optimal solution for your facility. From consultation to installation and service, the Opti-Fit team's top priority is to exceed your expectations. Our business is your success!

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Proposal
 #OF256283
 02/16/2026

Bill To

Ship To

TOTAL

\$13,778.43

Quote Expires: 03/18/2026

Sales Rep	Sales Rep Phone	Sales Rep E-mail	Lead Time	Terms
Nick Deponte	(909) 380- 1426	Nick@opti-fit.com		Due on Receipt

Item Image	Item	Options	QTY	MSRP	Your Price	Total
	TRX-SL-3SUSBAY-BDL-35 TRX Triple Suspension Bay (4 ST Anchor Points - shelves and accessories sold separately)		1	\$5,999.95	\$4,199.97	\$4,199.97
	TRX-SL45-MATHOLDER -35 TRX Side Mat Storage - Side of Bay		1	\$249.95	\$187.46	\$187.46
	TRX-MAW9900 TRX TRX Shelf Liner, 13.75 inch x 42.75 inch x 1/4 inch (minimum quantity of 6)		1	\$19.00	\$14.25	\$14.25
	TRX-SL17-BALLSHELF-35 TRX Stability Ball Shelf - Black (Stability balls 55cm and 65cm)		2	\$329.95	\$247.46	\$494.92
	TRX-SL44-DBSHELF-35 TRX Dumbbell Shelf - Black		3	\$399.95	\$279.97	\$839.91
	TRX-SL47-BIN-35-BDL TRX Studio Line Bins (Set of 2) - Black **Must order (1) SL48-STNDSHELF to attach		3	\$399.95	\$299.96	\$899.88
	TRX-SL48-STNDSHELF-35 TRX Standard Shelf-14-in Deep - Black (can hold up to 640 lbs of med balls, free weights, foam rollers, kettlebells, slam balls, etc.)		6	\$399.95	\$279.97	\$1,679.82
	TRX-EXROPE-30 TRX 30 ft x 1.5 inch Conditioning Rope		1	\$149.95	\$112.46	\$112.46
	TRX-SL24-DIPSTATION-BDL-35 TRX Dip Station (includes both the step up and dip stations)		1	\$999.95	\$749.96	\$749.96
	TRX-SL36-LOOPPLATE-35 TRX Loop Plate for Conditioning Rope or Rip Trainer		1	\$69.95	\$52.46	\$52.46
	TRX-SL37-LANDMINE-35 TRX Landmine		1	\$199.95	\$149.96	\$149.96



OF256283



Proposal
 #OF256283
 02/16/2026

Item Image	Item	Options	QTY	MSRP	Your Price	Total
	TRX-TRXPRO4 TRX Pro4 Suspension Trainer System		3	\$289.95	\$217.46	\$652.38
	INSTALL Installation		1	\$1,850.00	\$1,850.00	\$1,850.00
	FREIGHT Freight		1	\$1,890.00	\$1,895.00	\$1,895.00

EIN # 45-4551652

Subtotal \$13,778.43

Notes:

Tax Total (%) \$0.00

Total \$13,778.43





Terms and Conditions

Terms: 50% deposit required prior to ordering; balance due on delivery. Terms and Conditions of sale which appear on purchaser's document (including Purchase Orders) and which are inconsistent with these terms shall be voided. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless notified in writing 60 days prior of the requested installation date. We accept cash, checks, money orders, wire transfers of funds, and credit cards. A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms. A 3.25% convenience fee will be applied to all credit card transactions.

Return Policy: Any returns require approval in writing by Opti-Fit Project Management. A minimum 20% restocking fee, plus freight, and any design/consulting work will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt Down Requirements: Opti-Fit recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. In the case of storage bays, Torque X-Create, and suspension bays the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed Opti-Fit of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation unless floor scan is stated in proposal. **Customer Initial** _____
- Customer has confirmed that the subfloor consists of no less than 4.75 inches of concrete. **Customer Initial** _____
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Escape, Torque, Boxing mounts and other products that require bolting to the facility structure

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Opti-Fit shall retain, a security interest in and lien on all products sold to the customer.

Storage: Any equipment, materials, or products purchased or ordered for a client project may be delivered to or temporarily held by Opti-Fit solely for purposes of project coordination. Client Equipment may remain on Opti-Fit premises for up to **(45) days following the original scheduled installation date**. Beginning on day **(46)** Client equipment will incur a storage fee equal to **1.5% of the total order cost per month, prorated for partial months**

I have read and accept all terms and conditions of this proposal.

Signature: _____

Name: _____

Date: _____

Customer Requested Install Date: _____

Payment Remittance Address: Opti-Fit International Inc PO BOX 6716 Folsom, CA 95763





TRX Bay Solutions – Triple Bay



FEATURES

- Bays are highly configurable and may be used for dedicated storage or combined with Suspension Training systems.
- Additionally, the Bi-Directional system is floor mounted and does not require a wall-based installation, which permits the ability for a freestanding configuration.
- Customize by selecting various Wall Bars and Pull-Up Bars or connect additional Bays and Bridges in support of unlimited training possibilities.
- *Accessories shown, not included. Accessories ordered separately.

TECH SPECS

- Outside foot to outside foot (OF2OF) = 55in
- Center post to center post (CP2CP) = 48in / 4A
- Height = 94.3in (7A, 10in)
- Distance from Wall = 40.5in
- Each additional bay adds 48in to the overall width
- One Bay = 55in OF2OF and 48in CP2CP
- Double Bay = 103in OF2OF and 96in CP2CP
- Triple Bay = 151in OF2OF and 144in CP2CP
- Quad Bay = 199in OF2OF and 192in CP2CP
- **Additional 48in per added bay

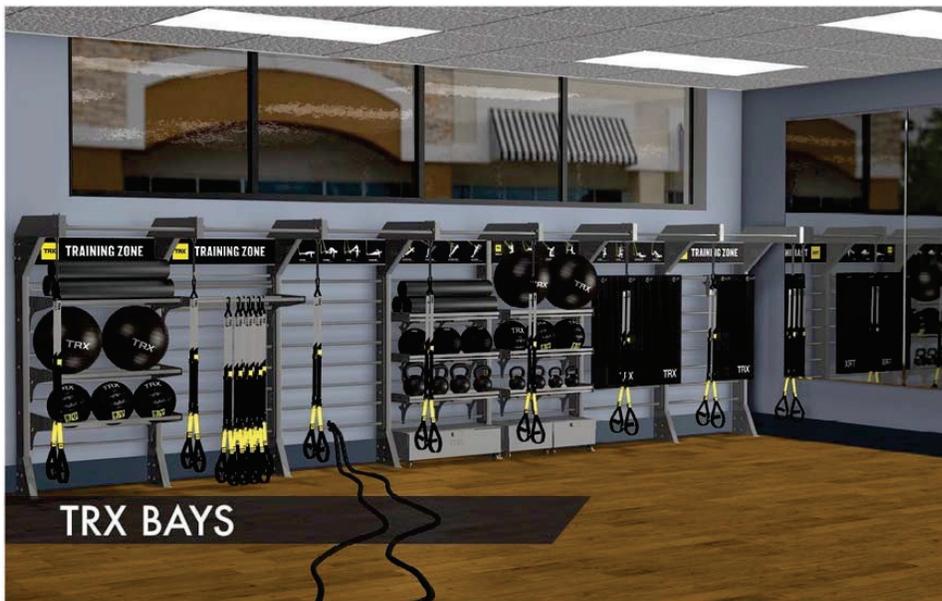
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TRX BAYS

FEATURES

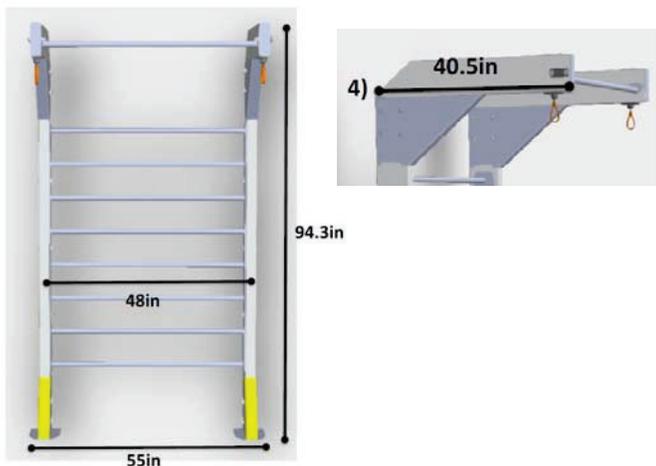
- Bays are highly configurable and may be used for dedicated storage or combined with Suspension Training systems.
- Additionally, the Bi-Directional system is floor mounted and does not require a wall-based installation, which permits the ability for a freestanding configuration.
- Customize by selecting various Wall Bars and Pull-Up Bars or connect additional Bays and Bridges in support of unlimited training possibilities.
- *Accessories shown, not included. Accessories ordered separately.

TECH SPECS

Height	94.3in (7ft, 10in)
Distance from wall	40.5in
Single Bay:	
Outside foot to outside foot	(OF2OF) = 55in
Center post to center post	(CP2CP) = 48in / 4 ft
Double Bay	103in OF2OF and 96in CP2CP
Triple Bay	151in OF2OF and 144in CP2CP
Quad Bay	199in OF2OF and 192in CP2CP

Single Suspension bay has 2 ST Anchor Points and can fit 3 shelves.

*If creating anything larger than a Quad Suspension Bay, please add one additional Suspension Bay as needed. One extra ST anchor point per added bay. Each bay can store 3 standard shelves



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NEW COMMERCIAL SUSPENSION TRAINER™

The TRX® COMMERCIAL SUSPENSION TRAINER is our most innovative product to date, designed to meet the demands of high-volume usage in commercial environments.

OVERVIEW

Based on 12 years of feedback and testing, we have created our best Commercial Suspension Trainer to date. Designed to meet the demands of a high-volume, multi-user commercial environment, the new TRX® Suspension Trainer combines innovative features and a fresh new look to be our most durable and user-friendly product yet.

THE COMMERCIAL PACK INCLUDES:

TRX COMMERCIAL SUSPENSION TRAINER

Total-body training solution

XTENDER & LOCKING CARABINER

Lock and anchor your TRX straps

ALLEN WRENCH

Allen wrench secures locking carabiner

GET STARTED INSERT

Includes setup instructions and warranty information



EQUALIZER LOOP

LOCKING LOOP

ADJUSTMENT

PADDLED TRIANGLES

ANTIMICROBIAL HANDLES

ADJUSTABLE FOOT CRADLES



LOCKING CARABINER

Keep your investment safe and secure.



EQUALIZER LOOP

Self leveling straps that allow for quick transitions.



LOCKING LOOP

A safety feature that keeps the user from falling if grip is lost on one handle.



ADJUSTMENT

Barrel Lock adjusters with a revolutionary low profile for improved ease of use.



NEW PADDLED TRIANGLES

Larger and padded for increased comfort.



NEW ANTIMICROBIAL HANDLES

Stop the spread of bacteria.



NEW ADJUSTABLE FOOT CRADLES

Anti-slipage and cushy padding for an enhanced member experience.



COMMERCIAL SUSPENSION TRAINER™

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TRX Product Warranty

TRX® Product Worldwide Warranty.

Effective – January 1, 2023

This TRX® Product Worldwide Warranty applies to all TRX products sold by TRX Training and its affiliated entities, including TRX Training UK (collectively referred to herein as “TRX”).

IMPLIED WARRANTY

By buying authentic TRX products, you are hereby given at a minimum and at any time (irrespective of express disclosures), at least all Minimum Statutory Warranties (“MSWs”) imposed and required by law in your country, county, state, province, city, or location (your “Jurisdiction”). MSWs are defined as warranties, including warranties of merchantability, of fitness for a particular purpose, or any warranty alleged to arise from course of dealing, course of performance or usage of trade. Warranty of merchantability, for example may include warranty against infringement in your Jurisdiction.

EXPRESS WARRANTY OF SUPERIOR QUALITY

Certain TRX products may benefit from an additional express warranty of superior quality which may cover for a longer period than MSWs applicable in your Jurisdiction (“Superior Quality Warranty”). This Superior Quality Warranty, for example, includes factory defects, flaws, or factory-installed or assembled parts. The table below provides for a term of warranty protection as calculated from the date of your purchase of the below listed TRX products.

TRX SUSPENSION TRAINERS	WARRANTY
PRO4, HOME2, PRO4 DIGI-CAMO, TACTICAL	2 YEARS
SUSPENSION TRAINER BUNDLES	2 YEARS
GO, FIT, STRONG, ELITE, PRO3	2 YEARS
TRX FUNCTIONAL TRAINING TOOLS	WARRANTY
SLAM BALLS	1 YEAR
MEDICINE BALLS	1 YEAR
STRENGTH BANDS	1 YEAR
RIP TRAINER	2 YEARS
BANDIT	2 YEARS
KETTLEBELLS	2 YEARS
POWER BAGS	2 YEARS
BATTLE ROPES	2 YEARS
PLYO BOXES	2 YEARS
ALL KEVLAR	WARRANTY
WEIGHT VEST, MEDICINE BALLS, SAND DISCS	3 YEARS
ANY PRODUCT WITH KEVLAR	
STUDIO LINE	WARRANTY
STUDIO LINE	5 YEARS
MOUNTS	WARRANTY
XMOUNT	2 YEARS
DOOR HINGE ANCHOR	2 YEARS
INVIZIMOUNT	2 YEARS
MULTI MOUNTS	2 YEARS

***NO WARRANTY ON APPAREL, EXERCISE BANDS, HATS, BAGS, TRAINING MATS, FOAM ROLLERS, GLOVES, OTHER**

The above Superior Quality Warranty is offered with the understanding that these products are semi-consumable and may be damaged by the user and such damage is not considered a factory defect subject to the Superior Quality Warranty. This Superior Quality Warranty does not cover any problems with any TRX products identified herein which result from: (a) accident, neglect, modification, abuse or misuse of the product; (b) failure to use the products properly or exposure of the products to variations in ambient environmental conditions (including, for example, changes in heat, humidity, or moisture, including water saturation); (c) impact damage, normal wear and tear, indentations, scratches or surface damage (including paint flaking on products, abrasions caused by failure to use or maintain the product properly) where the functionality of the product is not impacted in any material respect; (d) product deterioration or variations in colour or marking that are ordinarily expected based on ordinary use or develop over time because of natural processes such as exposure to sunlight; (e) use of the products for a purpose other than the normal purpose intended or in abnormal use conditions; or (f) any further use of the products undertaken after a defect has been discovered. TRX as the most valued provider of these products may, at its discretion, include in the factory warranty ordinary use / wear of the product in normal conditions.

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TRX Product Warranty

Registration of TRX Product Required for Superior Quality Warranty

To receive the Superior Quality Warranty, you are required to register your TRX product with TRX prior to making any warranty claim, and preferably at the time of purchase of the product. You can register your product at the following link: [Serial Number Registration](#).

TRX Sole Discretion of Replacement, Credit or Refund

Unless required by a MSW in your Jurisdiction, if TRX determines that your product is subject to warranty coverage as stated in this warranty policy, TRX reserves the right in its sole discretion: (a) replace your TRX product, in whole or in part, with another TRX product that is similar in function as the warranty-covered TRX product; (b) offer credit in an amount determined by TRX that can be used to purchase TRX products on the TRX website; or (c) refund the purchase price to the original purchaser. TRX may, at its discretion repair or replace any warranty-covered product.

Warranty As Sole Remedy; Consequential Damages or Other Damages Not Covered

Regardless of the type of use, the TRX warranties shall be the exclusive and sole remedy available to you as the purchaser or the first recipient of an unopened product purchased by another for your sole benefit.

Unless required by a MSW in your Jurisdiction, consequential and incidental damages are not recoverable under this limited warranty.

Warranty Excluded For Counterfeit, Grey Market or Resold Goods

There is a large volume of counterfeiters around the world claiming to sell genuine TRX products, and purchasers should beware of these products because they may be unsafe and of poor quality. TRX only sells TRX products. TRX will only provide the warranties set forth in this policy for genuine TRX products that sells it directly through its website or through its authorised distributors, dealers and retailers (including e-commerce channels or brick and mortar locations). If you have purchased a TRX product through a "gray market" transaction (i.e., genuine product from an unauthorised source) or your TRX product has been resold to you by an unauthorised party or an original purchaser who has used the TRX product and then resold it to you, the warranties are voided and you waive all warranties, except where required by a MSW in your Jurisdiction.

Pre-Purchase Access to TRX Warranty

To give full access to pre-purchase warranty covering all TRX products, packaging or websites please reference the TRX websites at: www.trxtraining.com/warranty (in US); www.trxtraining.co.uk (in UK); and www.trxtraining.jp (in Japan). Below are links to any previous versions of this warranty. In Jurisdictions where applicable, the warranty in effect is the most current version, in other Jurisdictions where the warranty at the time of purchase must prevail, TRX will honour those prior warranty terms found in the links below. Some TRX products currently on sale may contain an old version of the warranty.

The following warranty policy was in effect prior to the effective date of this warranty: <https://www.trxtraining.co.uk/prior-warranty-policy>

How Do You Get Help?

For customer service and questions regarding the warranty and instructions for product registration or replacement, view our help centre articles below:

Register Your Product Link [HERE](#).
Warranty Replacement Link [HERE](#).

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Student Recreation & Wellness Center (SRWC) Recreation & Wellness Outdoor Facility Improvement Initiative

2/18/2026

Santos Manuel Student Union Board of Directors

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

Proposal

I am writing to propose enhancements to the outdoor space located behind the Student Recreation and Wellness Center east side. The goal of this project is to modernize and improve the functionality, safety, and accessibility of the existing recreational courts for CSUSB students. The addition of pickleball courts also reflects the growing popularity of the sport and ensures we are meeting current recreational trends and student interests.

This project will include:

- Renovation of the outdoor basketball court
- Renovation of the tennis court
- Conversion/addition of pickleball courts
- Installation of perimeter fencing around court
- Installation of outdoor lighting
- Implementation of access control
- Securing the entire area with fencing connected to the Recreation and Wellness facility
- Installation of emergency exit doors to ensure safety compliance
- New sidewalk from courts to facility

These improvements will create a secure, well-lit, and multi-use recreational environment that better serves the campus community.

Rationale

Outdoor recreational space plays a vital role in student health, wellness, and engagement. Updating the courts will:

- Increase student participation in recreational sports
- Promote physical health and mental well-being
- Improve safety through lighting, fencing, and controlled access
- Maximize utilization of existing campus space

Fiscal Impact

The total project cost is **\$168,361.24**, which includes full completion of the outdoor space improvements. A 15% contingency has been added to account for unforeseen costs, bringing the total project budget to: **Not to exceed \$193,615.43**

Timeline: Project to start in May 2026 if approved.

Funding Source

Stateside Reserves

Chatfield: 660876-RO001-S7140

CSU San Bernardino

Student Recreation and
Wellness Center
Sport Court Resurfacing

Project Management Proposal
Presented by: CBRE GWS Local – Project Management

February 18, 2026



February 18, 2026

Sean Kinnally
5500 University Parkway Sierra Hall - 105
San Bernardino, CA, 92407
Sean.Kinnally@csusb.edu

Project Name: CSUSB Sport Court Resurfacing

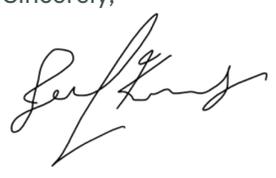
Dear Mr. Kinnally,

We are pleased to submit this proposal to provide project management services to support the resurfacing of two outdoor sport courts, fencing and walkways located in the Student Recreation and Wellness Center at CSU San Bernardino.

The purpose of this proposal is to summarize the project and describe the scope of work and pricing that has been put together by CBRE.

We look forward to being a key partner to you and your team in supporting your facility needs. We will follow up with you to further discuss this proposal and encourage you to reach out with any questions.

Sincerely,



Jen Kucheravy
Construction Project Manager, LA | GWS Local Project Management
Jennifer.Kucheravy@cbre.com
310.662.3753

CC: Stefan.Slattery@cbre.com

Project Understanding

Project Objective

CSUSB is seeking a partner to deliver a simple and cost-effective proposal for services related to the enhancement of the sport court area outside the Student Recreation Center. The success of your project will hinge on CBRE managing the contractor team and act as an interface between the contractor and Client.

Project Scope

CBRE will oversee the selected contractor to ensure the Client vision for this refresh is met in a timely fashion. Our Project Manager will oversee the entire renovation to ensure its success.

- 1) Resurface/Restripe Courts
 - a. Preparation: Pressure wash surface to remove dirt and loose or peeling acrylic coatings up to 13,200 sq ft in preparation for Sport Master Acrylic Surface.
 - b. Provide and install a 3-coat Sport Master Acrylic surface up to 13,200 sq ft.
*Client may choose up to 2 court colors
 - c. Stripe for Tennis/Pickleball and Full Court Basketball.
*Client may choose up to 6 sets of black, white or grey.
- 2) Basketball Court
 - a. Provide and install 2 Power Slam Adjustable 7248 System(s): 72"X42" fully framed 1/2" tempered glass backboard, 4' extension arms, 6"X8" pole, galvanized and powder-coated, full padding.
- 3) Posts and Nets
 - a. Remove existing posts and nets and install new tennis/pickleball posts and nets.
- 4) Fencing
 - a. Provide and install up to 116 LF of 4' tall fencing between Pickleball/Tennis court and Basketball court.
 - b. Provide and install up to 156 LF of 10' tall fencing to connect existing fencing around courts to connect to the building stairs.
- 5) Emergency Exits
 - a. Provide and install 3 emergency exit doors.
- 6) Sidewalk
 - a. Demo and replace existing sidewalk next to court access point and extend to building door (67ft).

7) Ramp

- a. Construct ramp from building door landing.

8) Lighting

- a. Install lighting at the existing 4 poles around the courts.

- 9) Safety - CBRE Project Manager will coordinate all safety requirements with workers to ensure the proposed scope meets CBRE & CSUSB safety guidelines and applicable safety standards. This will include site walks and a final site walk to ensure area clean-up is complete. All areas will be free of debris and sharp objects.

Client-provided layout:



Project Schedule & Cost

Task	Responsible	Start Date	End Date
Notice to Proceed	CSUSB	02/18/2026	05/01/2026
Procure materials during CSUSB design (6 weeks)	CBRE	05/04/2026	06/12/2026
Construction (4 weeks)	CBRE	06/15/2026	07/10/2026

Cost Breakdown

Options	Cost
Vendor 1	\$168,361.24
Vendor 2	*\$269,710.73
Vendor 3	\$720,417.44

*Vendor 2 cannot install the ramp so that would require another vendor to install – and additional costs.

Clarifications & Exclusions

1. The terms and conditions contained in this proposal shall govern the performance of the Services and excludes all other terms and conditions (including without limitation any terms or conditions which Client purports to apply in any document whatsoever and whenever), except that any prior written agreement signed by CBRE and Client that contemplates the performance of the principal project services (e.g. Master Principal Project Services Agreement, One-off Principal Project Services Agreement or Facilities Management Services Agreement).
2. This work once approved can be executed via an approved Purchase Order noting the Principal Project Agreement in place with (Client Name), or another mutually agreeable method to execute this work.
3. No Permits, Fees, or coordination with local AHJs have been included.
4. This quote is valid for 60 days as we are being held to other trade contractors provided services along with CBRE.
5. This estimate is based on work being performed during normal working hours, unless noted otherwise.
6. Proposed work will be completed by non-union subtrades.
7. The proposal does not include completion of design and preparation of construction documents.
8. Material staging - CBRE assumes that CSUSB will provide a secured material layout area.
9. Site access – CBRE assumes that CSUSB will provide access for site leadership.
10. CSUSB to provide water and electricity for pressure washing.
11. Pricing is predicated exclusively on the Scope of Work outlined herein. Any services requested or required beyond the defined scope, including but not limited to modifications, additions or deviations will be considered “Additional services” and will incur supplementary charges subject to prior written agreement between both parties.

Thank you.

Please contact me if you have any questions or comments regarding this proposal. CBRE will await receipt of a countersigned proposal to take further action.

Jen Kucheravy

Project Manager

+1 310 662 3753

Jennifer.Kucheravy@cbre.com

CBRE ©2021 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. CBRE and the CBRE logo are service marks of CBRE, Inc. and/or its affiliated or related companies in the United States and other countries. All other marks displayed on this document are the property of their respective owners.

Terms and Conditions

This proposal and the terms and conditions contained herein (the “Agreement”) is made as of the last date of signature below (“Effective Date”) by and between the undersigned party designed as “Client” in the signature blocks below, and CBRE MANAGED SERVICES INC, a Delaware corporation (“CBRE”). Client and CBRE are also referred to herein as the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Client and CBRE hereby agree as follows:

1. PRINCIPAL PROJECT SERVICES

1.1. Term. The term of this Agreement shall commence as of the Effective Date and shall continue until the completion of all the services to be performed by CBRE under this Agreement and acceptance thereof by Client (the “Term”), unless sooner terminated pursuant to the terms of this Agreement. Either Party may terminate this Agreement without cause by providing the other Party at least sixty (60) days’ prior written notice specifying the effective date of such termination.

1.2. Work Orders; Affiliates. Client hereby appoints CBRE to provide the principal project services as described in the attached proposal. CBRE may delegate the performance of the Services (as hereinafter defined) to an affiliate that owns, is owned by or under common control with, CBRE (such entity, an “Affiliate”).

1.3. Delivery of Services. CBRE shall perform principal project services as set forth in the proposal (the “Services”) through able, qualified and trained CBRE Employees and, if applicable, Construction Professionals (as hereinafter defined) and subcontractors. CBRE shall have the exclusive right to hire, direct, discipline, compensate, and terminate CBRE Employees, and shall exercise complete and exclusive control over the conduct of CBRE Employees. The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of Construction Professionals will be limited to overseeing and managing the work of such Construction Professionals. CBRE will review all Project documents, including plans, specifications, construction contracts, certificates, draw requests, and budgets, and require such changes as are necessary so that (a) all warranties, including those for performance and design, run in favor of Client, (b) all drawings, specifications, design documents, and license, title, and interest related thereto are assigned to Client, and (c) Client is named as an indemnified party and an additional insured under the Construction Professional’s general liability insurance.

1.4. Construction Professionals. “Construction Professionals” shall mean the contractors, suppliers, vendors, consultants, and other construction personnel engaged by CBRE to provide labor, equipment, materials or services (including professional services) (hereinafter, the “Work”) on a Project as expressly set forth in written agreements with Construction Professionals (each, a “Construction Professional Agreement”). CBRE shall have the exclusive right to hire, compensate, and terminate the Construction Professionals. CBRE will exercise due care in the selection of skilled, qualified, and properly licensed Construction Professionals with demonstrated expertise in their respective fields necessary to perform the Work in accordance with this Agreement. Client may recommend Construction Professionals to be included in the selection process. Construction Professional Agreements will be entered into by CBRE directly; provided, however, that with respect to such contractual relationships, Client acknowledges and agrees that the funds necessary to pay for the services of such Construction Professionals will be paid by Client in a timely manner. Client will indemnify, defend, and hold CBRE harmless with respect to any claims by Construction Professionals based on the failure by Client to provide adequate funds to meet the payment obligations under a Construction Professional Agreement. In contracts with the Construction Professionals, CBRE shall require that Client is included as an indemnified party and an additional insured under the Construction Professional’s general liability insurance and, if requested, Client shall be made a dual obligee under any applicable performance and payment bond. CBRE will enforce all rights under contracts with Construction Professionals and will assist Client in pursuing its rights, as requested by Client, against Construction Professionals, at no additional cost or consideration.

1.5. Project Schedule. CBRE will ensure the Construction Professionals are aware of the target completion date established by Client in a Work Order and that the time for such target completion date will be “of the essence” for such Construction Professionals. CBRE will use commercially reasonable efforts to complete its tasks in accordance with such time constraints but does not guaranty such schedule.

1.6. Services Standard of Care. CBRE shall provide the Services consistent with Client's usage and image, using the standard of care customary for professional providers of like services within the commercial real estate services industry in compliance with the requirements of the Agreement and the applicable Work Order.

1.7. Representations and Warranties. The materials and equipment used or furnished in connection with the Work shall be new in all respects and not used, reworked, refurbished, or rebuilt, unless otherwise approved by Client, and CBRE shall, where applicable, deliver clear title to equipment, materials, and improvements provided under this Agreement. All manufacturers' warranties for materials or equipment supplied by CBRE under this Agreement will be transferred to Client upon installation. Upon such transfer, CBRE shall have no further warranty obligations to Client for defects in such equipment; provided, however, that upon Client's reasonable request, CBRE shall provide reasonable assistance to Client in enforcing any remedies available under any such manufacturer's warranties. CBRE shall not act or fail to act in any way which results in the termination, expiration, or modification of such third-party warranties or which otherwise results in prejudice to the rights of Client under such warranties. THE WARRANTIES SET FORTH HEREIN AND IN ANY AGREEMENT WITH CONSTRUCTION PROFESSIONALS ARE THE EXCLUSIVE WARRANTIES MADE BY CBRE IN CONNECTION WITH THE WORK, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

2. INSURANCE

2.1. CBRE's Insurance. CBRE shall maintain the following insurance policies, covering the activities of CBRE under this Agreement: (a) commercial general liability of \$2,000,000 combined single limit per occurrence and annual aggregate; and (b) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of \$3,000,000 per occurrence and annual aggregate. Client will be an additional insured under CBRE's commercial general liability policy described above to the extent of loss attributable to CBRE's negligence. CBRE's insurance will not be called upon to respond to or cover Client's negligence or willful misconduct.

2.2. Client's Insurance. Client shall maintain: (a) commercial general liability insurance with per occurrence limits of \$5,000,000, which limits may be provided by any combination of primary and following form excess policies, and (b) "all risk" property insurance for each Project on a replacement value basis. CBRE shall be named an additional insured under Client's commercial general liability policy and "all risk" property insurance for actions within the scope of CBRE's authority as set forth in this Agreement. All such insurance shall be primary to CBRE's liability insurance relating to this Agreement except to the extent of loss attributable to CBRE's negligence.

2.3. Mutual Waiver of Subrogation. Client and CBRE each hereby waives, for itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

3. INDEMNIFICATION

3.1. Indemnification. Subject to the terms of this Agreement, each Party (as the case may be, the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (the "Indemnified Party") from and against all third party claims, liabilities, judgments, actions, penalties and other expenses (collectively, "Claims") asserted against or incurred by the Indemnified Party for bodily injury, personal injury or property damages to the extent such Claims are caused by the Indemnifying Party's negligence or willful misconduct or the Indemnifying Party's failure to comply with applicable law.

3.2. Procedure. CBRE and Client shall be liable hereunder only to the extent of their respective indemnity obligations. If both Parties bear fault for a matter, each Party's liability shall be equal to the percentage determined to be caused by the fault of such Party as agreed upon by the Parties or as fixed by settlement agreement or final judgment of a court or arbitration panel. Further, if either Party assumes the defense of a matter for which the other Party, but not the defending Party, is at fault (in whole or in part with

any third party), the Party at fault shall either pay or reimburse the defending Party fully for all costs and expenses incurred in connection with such defense.

3.3. **Limitations on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR ANY RELATED DOCUMENT:

3.3.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS, LOSS OF PRODUCTS, LOSS OF PRODUCTION OR FOR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER EXEMPLARY LOSSES, COSTS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF.

3.3.2. CBRE'S LIABILITY UNDER THIS AGREEMENT, ARISING FROM OR RELATED TO ANY PROJECT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE TOTAL COMPENSATION RECEIVED BY CBRE UNDER THE WORK ORDER RELATING TO EACH PROJECT.

3.3.3. CBRE SHALL NOT BE LIABLE FOR ANY CLAIM BASED UPON OR RESULTING FROM ANY ERRONEOUS OR INCOMPLETE DATA PROVIDED BY CLIENT OR ANY THIRD PARTY ON CLIENT'S BEHALF OR OTHERWISE CONTAINED IN CLIENT'S DATABASES. NO REPRESENTATION OR RECOMMENDATION IS OR WILL BE MADE BY CBRE AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX OR ACCOUNTING CONSEQUENCES OF ANY PROJECT, TRANSACTION, OR DOCUMENTATION.

4. CONFIDENTIALITY; INTELLECTUAL PROPERTY

4.1. **Confidentiality.** CBRE and Client agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "**Disclosing Party**"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization ("**Confidential Information**") and disclosed to the other Party (the "**Receiving Party**") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition, the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) in any action involving claims by or against persons or entities that are not Parties, (iv) as required by applicable law or legal process, or (v) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

4.2. **Intellectual Property.** CBRE shall not receive any right, claim, title, or interest in or to any proprietary products or intellectual property of Client. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that CBRE has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("**CBRE's Intellectual Capital**") are and shall remain the sole and exclusive proprietary property of CBRE, and Client shall not have or acquire any right, claim, title or interest in or to any of CBRE's Intellectual Capital. Client shall receive no ownership of or right to any of CBRE's working papers or manuals. Performance of the Services by CBRE shall not be deemed to be a prohibition of or interfere in any manner with CBRE's provision of similar services to third parties, provided that CBRE in so doing does not use or disclose any Confidential Information of Client.

5. CLIENT COVENANTS

Client shall furnish all information and cooperation reasonably required by CBRE in order to deliver the Services required hereunder. Client shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. Client agrees that CBRE shall bear no liability to the extent arising out of Client's failure to comply with its obligations under this Agreement. Further, CBRE

shall have no liability to the extent a Claim arises because CBRE acted or failed to act because of adherence to Client's policies, rules, regulations, agreements and/or instructions. All Client policies and instructions with which CBRE must comply shall be consistent with this Agreement and provided to CBRE in advance in writing.

6. HAZARDOUS MATERIALS; PRE-EXISTING CONDITIONS

6.1. Hazardous Materials. Client acknowledges that CBRE is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of Client, CBRE shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by CBRE ("CBRE Hazardous Materials"). CBRE shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," pollutant, or contaminant under any applicable law.

6.2. Other Pre-Existing Conditions and Defects. CBRE shall not be responsible for detecting or remediating any pre-existing conditions at a Project site or other property of Client that may adversely affect the operations, maintenance, or use thereof or the health or safety of persons or property. CBRE shall not be responsible for detecting or remediating any pre-existing structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property. Notwithstanding anything to the contrary contained herein, Client shall indemnify, defend and hold CBRE harmless from and against all Claims asserted against or incurred by CBRE to the extent arising out of any Hazardous Materials (other than CBRE Hazardous Materials) or any pre-existing condition or circumstance arising initially prior to the Effective Date.

7. NOTICES

7.1. All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to CBRE, then to CBRE MANAGED SERVICES INC, 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attn: GWS Local Americas Project Management with a required copy sent to: CBRE MANAGED SERVICES INC, 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attn: General Counsel – Global Workplace Solutions; and if to Client, to the address in the signature box below, or to such other address as any Party may notify the other Party.

8. COMPENSATION FOR SERVICES

8.1. Timing. All sums due to CBRE from Client under this Agreement shall be paid within thirty (30) days following receipt of an invoice from CBRE. Client's obligation to pay or reimburse CBRE as provided in this Agreement shall survive the expiration or termination hereof. All payments to CBRE hereunder shall be made in the amounts then due and without set-off.

8.2. Contract Sum. The total project cost described in the proposal, including authorized adjustments (the "Contract Sum"), is the total amount payable by the Client to CBRE for performance of the Services under this Agreement. The Contract Sum shall be inclusive of all labor, administration, subcontracts, permits, material, machinery, tools, supplies and equipment, general conditions work, sales tax and other applicable taxes and fees, overhead, profit and incidentals necessary to perform the Services defined in the Work Order.

8.3. Progress Payments. CBRE will invoice Client on a monthly basis, based on progress of the Services towards the Target Completion Date and Schedule defined in the Work Order. Progress payment costs shall be detailed by labor, materials, general conditions, and applicable taxes. CBRE shall provide Client a conditional lien waiver at the time of invoice for each progress payment.

8.4. Substantial Completion. Substantial completion shall mean the stage in the progress of the work or Services when construction of the Project is sufficiently complete in accordance with the Work Order or applicable contract documents and all applicable legal requirements so Client can occupy or utilize the Project for its intended use, as determined in the reasonable discretion of Client.

8.5. Final Payment. Final payment shall be made upon Client' final acceptance (completion of any punch-list items, delivery of operating and maintenance information, and delivery of applicable manufacturers' warranties) in accordance with the Work Order. Upon final acceptance of the Project by Client, CBRE will invoice Client for final balance of Contract Sum. Final payment costs shall be detailed by labor, materials, general conditions, and applicable taxes. CBRE shall provide Client an unconditional lien waiver upon receipt of final payment from Client. CBRE lien release(s) are expressly conditional upon CBRE's receipt of final payment from Client.

8.6. Sales and Use Taxes. CBRE will pay any sales, use, gross receipts, value-added or other consumption based taxes with respect to any goods and services provided to Client by CBRE or any subcontractor or any goods or services procured by CBRE as Client's agent or for the benefit of Client.

9. MISCELLANEOUS

9.1. Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.2. Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.3. Waiver. No consent or waiver by a Party to or of any breach or default shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

9.4. Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused directly or indirectly by Force Majeure. If Services are frustrated or hindered or delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the reasonable control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, any act of God, fire, flood, natural and other catastrophes, unusually severe weather conditions, the combined action of workers embargoes, epidemic changes in laws, condemnation of property, governmental actions or delays, national emergency, equipment failure, a moratorium on construction, delays in transportation, failure or default of public utilities or common carriers, unavailability or shortage of materials, war, terrorism, civil disturbance, or other events beyond the reasonable control of the Party. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

9.5. Non-Solicitation. Client agrees that without CBRE's prior written consent, Client shall not directly or indirectly (including, without limitation, assisting any third party service provider to) solicit for employment, employ, hire, or permit the employment of, any CBRE employees in a supervisory position with respect to a material portion of the Services within the earlier of twelve (12) months after such employee terminates employment with CBRE or twelve (12) months after expiration or termination of this Agreement. Notwithstanding the foregoing, the hiring of an individual based on such individual responding to a general advertisement or unsolicited contact initiated by such individual shall not be prohibited under this paragraph.

9.6. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect including, but not limited to, Sections 3, 4, and 8.5.

9.7. Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the jurisdiction in which the Project site identified in the Work Order is located, excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, without regard to its conflicts of law principles. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO, THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

CBRE MANAGED SERVICES INC

Client

By: _____

Insert Full Legal Entity Name

Name: _____

Jurisdiction of Formation

Title: _____

Address: _____
(Street Address)

Date: _____

City, State and Zip Code)

By: _____

Name: _____

Title: _____

Date: _____