

**EXHIBIT A**

Permitted Improvements to School Property



**Sport Court Midwest**

747 Church Rd, Suite G10 Elmhurst, IL 60126  
Ph 630-350-8652 Fax 630-350-8657

**PROPOSAL**

**Annie Davis-Korelc**

Director, Social Impact and Outreach  
(708) 259-3330  
1901 West Madison Street | Chicago, IL 60612

True Value Boys and Girls Club  
2950 W 25<sup>th</sup> street Chicago IL

**10/2/2024**

**PROJECT:** Repair/Refurbish and Convert 50x84' court to multiuse . Add 2 Hoops and new fabric for fence.

**SECTION:**

**PRODUCTS:** Repair asphalt with acrylic patch binder. Sport Court surface, 15 year warranty, never needs be painted.  
Two New Basketball Hoops with Dura Board backboard. Paint Basketball, soccer and pickleball lines. Add security edging around perimeter. Remove soccer nets and install new black vinyl coated chainlink fence and take down old fabric. Paint vertical posts black.

**AREA(S):**

**GAME LINES:** pickleball court, Soccer and Basketball.

Repair cracks 600, on asphalt. Put down one coat of Black tennis court resurfacer.  
\$5800.00

Install 4200' of Sport Court Surface. 15 year warranty  
Paint bball, soccer, pickleball lines

\$37,800.00

Install 14 piers for the KOMPAN HOOP NET SYSTEM  
\$8400.00

Install new chain link net posts(4) to match with the KOMPAN HOOP/NET  
\$1800.00

Install the KOMPAN HOOP/NET system (2)  
\$5000.00

Install 268 lineal feet of security edging around border of the court  
\$6400.00

Install 100 lineal feet of 10' black vinyl coated Chain link fence at back of the courts  
Install 168 lineal feet of black vinyl coated fence. Paint vertical posts black to match

\$11,800.00

**Total: \$77,00.00**

Bid is based on information and quantities provided above. Should you not agree or feel anything is missing, please contact, Patrick Walker for possible corrections and adjustments.

- 1) Labor will be prevailing wage
- 2) Material costs are subject to change after 60 days of quote. We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the quoted amounts listed above.
- 3) Contact Pat Walker-Project Manager 630 615 0049 with questions.

Payment is to be made as follows: **HALF DOWN WITH ORDER. Final due when courts are playable.**

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control.

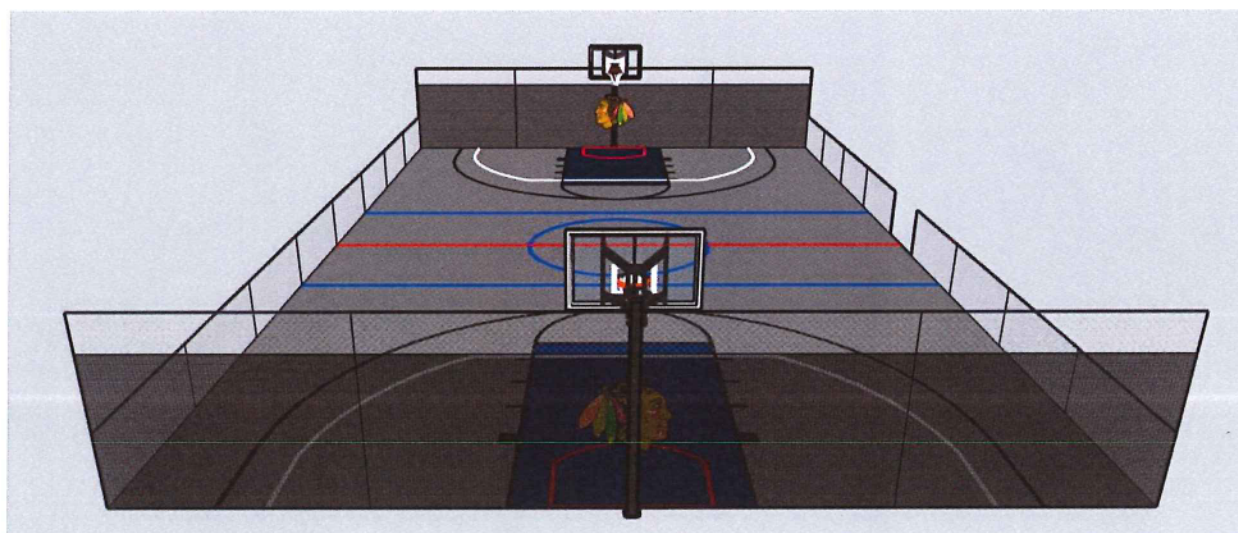
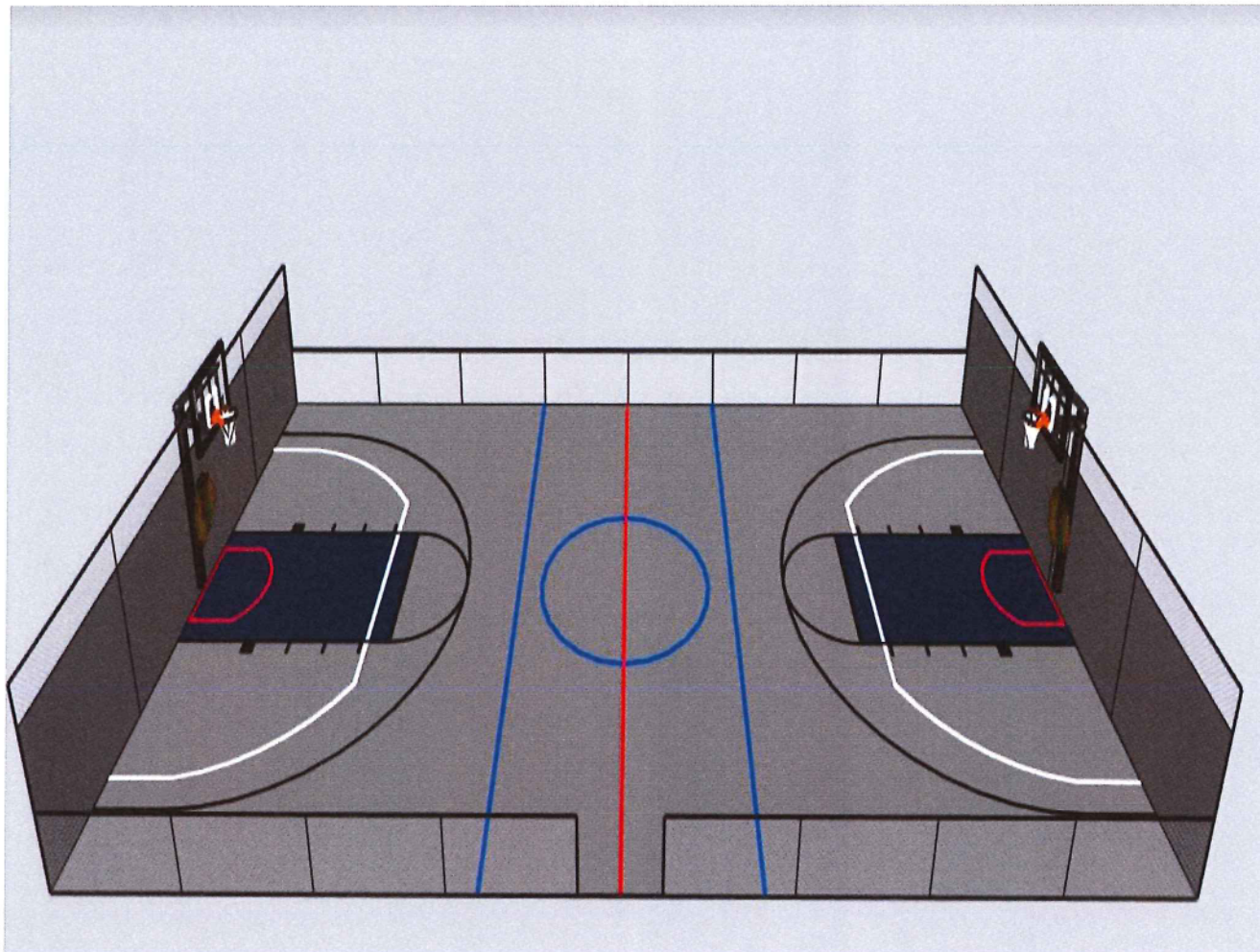
**ACCEPTED**

By: Sara Guderyahn,



Title: Executive Director, Foundation Date 10/4/24

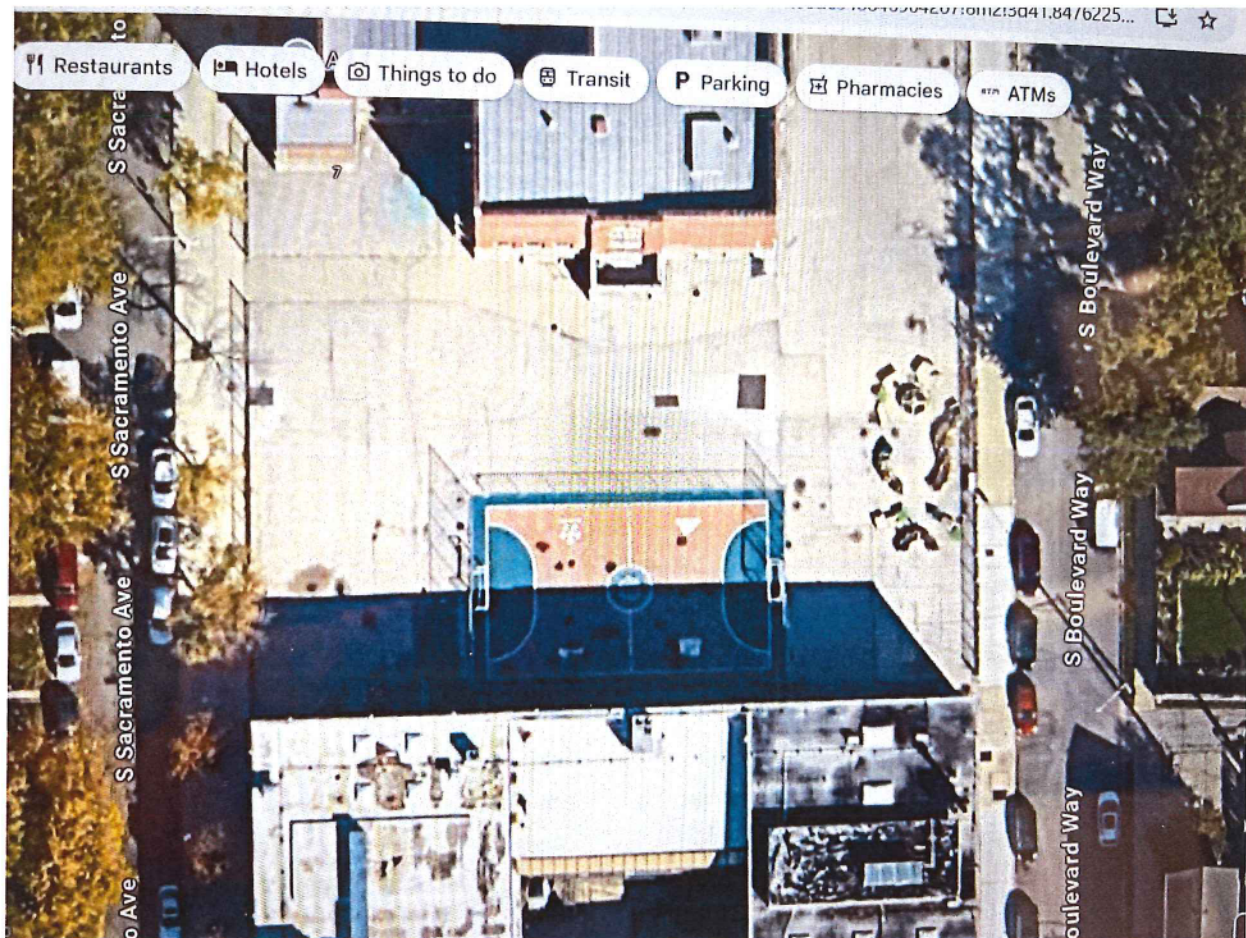
EXHIBIT A (cont'd)



## EXHIBIT B

### Work Area

The Work Area for installation of the new multi-purpose court is the basketball court in the aerial below.



## EXHIBIT C

### CONTACT INFORMATION, SAFETY PROCEDURES AND CONDITIONS

Spry Community School – 2400 S. Marshall Boulevard, Chicago, Illinois

#### PERMITTED ACTIVITIES ON SCHOOL PROPERTY:

Repair/refurbish and convert court to a multiuse court.

#### Conditions and Limitations:

1. Limitations:

Licensee acknowledges and agrees that it shall not permit any of its staff, consultants, contractors, agents, permittees, or volunteers (collectively, "Staff") to access the School Property during school hours or to have any contact with students or any minors without previously having its Staff successfully complete the Board's background history records check requirements.

2. Operational Conditions and Limitations: At a minimum, Licensee shall implement the following to assure maximum safety:

- A. Licensee and its contractors shall closely monitor and control all work procedures and activities to assure such maximum safety on the School Property.
- B. Licensee shall provide a contact point of direct communication between its construction superintendent/manager and the Principal and Chief Engineer of each respective school.

For Licensee:

Sport Court Midwest, Inc.  
Patrick Walker  
Phone: (630) 615-0049  
Email: [pwalker@courtofSPORT.com](mailto:pwalker@courtofSPORT.com)

For School:

Claudia Peralta, Principal  
Spry Community School  
Phone (773) 534-1700  
[clperalta@cps.edu](mailto:clperalta@cps.edu)

For emergencies: Rob Christlieb at CPS: [rmchristlieb1@cps.edu](mailto:rmchristlieb1@cps.edu)  
312.965.6434 Cell & 773.553.3197 Office

Licensee shall coordinate with the Principal and Chief Building Engineer on the dates and times for conducting the Work.

- C. Prior to any delivery of materials on or over the School Property, Licensee shall make sure the area is clear of pedestrians, students, buses, and vehicles or other traffic.
- D. Licensee shall set up barricades and/or fencing and shall restrict access to the Work Area to prevent pedestrians and students from walking into or entering the work area.
- E. If Licensee observes that a child has breached a construction barricade and entered the Work Area, Licensee will immediately cease all work and shall immediately notify the designated School personnel. Licensee also will provide personnel as needed to assist the School in directing traffic if an emergency vehicle needs to enter the Work Area or if Licensee is impeding ingress or egress to School Property.
- F. If driving heavy equipment on the adjacent public streets or in the School Property, flagmen shall be present watching for students, pedestrians and/or vehicles to direct them so they do not come into conflict with Licensee construction activities.
- G. Any activities that are not being conducted in Work Area, such as transporting tools or equipment across School Property to the Work Area, shall cease during the time when students, buses, pedestrians or vehicles are present in the immediate vicinity. Emergency vehicles and school buses will always have priority.
- H. Notwithstanding anything in this Agreement, if Licensee needs to use or access areas of the School Property that are outside of the Work Area while students are present (generally 7:30 a.m. to 3:30 p.m. Monday through Friday), Licensee will have a flagman present to ensure that there are no conflicts with children, pedestrians, school buses, or emergency vehicles. For the avoidance of doubt, Licensee and its Agents shall not enter the School building and shall not have any contact with any CPS students while on the School Property.
- I. Licensee vehicles and construction equipment shall not be left unattended on the School Property unless they are secured within the Work Area.

**EXHIBIT D  
WARRANTY**



**Outdoor Game Court Warranty\* (Includes Components & Outdoor Surface Tiles)**

**Components - Limited Warranty**

From the date of installation, Sport Court® warrants to the Original Commercial or Residential Purchaser (herein generally Purchaser) that Sport Court's components (herein Components) are free from any defect in workmanship or material. This Limited Warranty is subject to the Components Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Claim Procedures provisions set forth below.

**Components Warranty by Components**

During the period covered under this Components Warranty, Sport Court® through its authorized Distributors, Dealers or Sales Agents (herein Agent) will replace or repair any defective Components under the following schedule:

**Sport Slam 60 and Sport Slam 72: (5-Year Limited Warranty)**

- Basketball Systems, including height adjustment mechanism, arms and actuators; basketball poles, backboards, rims, winches and anchors.

**0 to 3 Years - No charge to Purchaser.**

**3 to 5 Years - 50% of List Price (as defined below) covered by manufacturer.**

- Backboard pads and pole pads:  
**0 to 1 Years - No charge to Purchaser.**

**Pro Slam, Collegiate Slam and Solid Slam: (10-Year Limited Warranty)**

- Basketball Systems, including height adjustment mechanism, arms and actuators; basketball poles, backboards, rims, winches and anchors:

**0 to 3 Years - No charge to Purchaser.**

**3 to 7 Years - 50% of List Price (as defined below) covered by manufacturer. 7 to 10 Years - 30% of List Price (as defined below) covered by manufacturer.**

- Backboard pads and pole pads:  
**0 to 1 Years - No charge to Purchaser.**

**Power Slam and Mega Slam Brand Systems: (5-Year Limited Warranty)**

- Basketball Systems, including height adjustment mechanism, arms and actuators; basketball poles, backboards, rims, winches and anchors:

**0 to 5 Years – No charge to Purchaser.**

- See “Mega Slam Hoops Limited Warranty for Connor Sport Court International, LLC” warranty document for complete warranty coverage, exclusions, details and claims process.

**\*Connor Sport Court International, LLC (herein Sport Court®)**

### **TrueBounce: (One Year Limited Warranty)**

- Polycarbonate Backboard  
**0 to 1 Years – No charge to Purchaser.**
- See “TrueBounce Polycarbonate Backboard Certificate of Warranty” warranty document for complete warranty coverage, exclusions, details and claims process.

### **All Other Components: (10-Year Limited Warranty)**

- All steel components, including light and net poles, light bars, rebounder frames, poles and sleeves: **0 to 3 Years – No charge to Purchaser.**  
**3 to 7 Years – 50% of List Price (as defined below) covered by manufacturer.**  
**7 to 10 Years – 30% of List Price (as defined below) covered by manufacturer.**
- LED Fixtures:  
**0 to 5 Years – No charge to Purchaser.**
- Lenses, court nets, ball containment netting, game equipment (excluding balls): **0 to 1 Years – No charge to Purchaser.**

This Components Warranty is subject to the Replacement or Repair of Product, Limitations and Exclusions and Warranty Claim Procedure Provisions set forth below and specifically excludes any aesthetic oxidation/rust of/to any Components incident to or arising from the installment/use of any Components in an outdoor setting.

### **Outdoor Surface Tiles - Limited Warranty**

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to any Purchaser that Sport Court’s PrimePlay™, PowerGame™, SportGame™ SportGame™ PB and SportDeck™ outdoor surface tiles are free from any defect in workmanship or material. This 15-Year Limited Warranty covers the above tiles and is subject to the Outdoor Surface Tiles Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Claim Procedures provisions set forth below.

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to any Commercial Purchaser that Sport Court’s PowerGame+™ outdoor surface tiles installed in a commercial Application are free from any defect in workmanship or material. This 15-Year Limited Warranty covers the above tiles and is subject to the Outdoor Surface Tiles Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Claim Procedures provisions set forth below.



For a period of twenty (20) years from the date of installation, Sport Court® warrants to any Residential Purchaser that Sport Court's outdoor surface tiles (herein Tiles) are free from any defect in workmanship or material. This 20- Year Limited Warranty covers PowerGame+™ and is subject to the Outdoor Surface Tiles Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Claim Procedures provisions set forth below.

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## **Outdoor Surface Tiles Warranty**

During the fifteen (15) year period covered under this Outdoor Surface Tiles Warranty, Sport Court® through its Agent will replace or repair any defective PrimePlay™, PowerGame™, SportGame™ SportGame™ PB and SportDeck™ Tiles under the following schedule:

**0 to 5 Years – No charge to Purchaser.  
5 to 7 Years – 40% of List Price (as defined below) covered by manufacturer. 7 to 15 Years – 25% of List Price (as defined below) covered by manufacturer.**

During the fifteen (15) year period covered under this Outdoor Surface Tiles Warranty, Sport Court® through its Agent will replace or repair any defective PowerGame+™ Tiles installed in a commercial application under the following schedule:

**0 to 5 Years – No charge to Purchaser.  
5 to 7 Years – 40% of List Price (as defined below) covered by manufacturer. 7 to 15 Years – 25% of List Price (as defined below) covered by manufacturer.**

During the twenty (20) year period covered under this Outdoor Surface Tiles Warranty, Sport Court® through its Agent will replace or repair any defective PowerGame+™ Tiles installed in a residential single-family application under the following schedule:

**0 to 5 Years – No charge to Purchaser.  
5 to 7 Years – 40% of List Price (as defined below) covered by manufacturer. 7 to 20 Years – 25% of List Price (as defined below) covered by manufacturer.**

This Outdoor Surface Tiles Warranty is subject to the Replacement or Repair of Product, Limitations and Exclusions and Warranty Claim Procedure Provisions set forth below.

## **Replacement or Repair of Product**

At its option, Sport Court® may replace or repair any defective element of the Game Court, the Components or the Tiles covered by this Warranty according to the schedules herein. List Price shall mean the retail price as of the date on which any warranty claim is filed with Sport Court®. Purchaser's refusal or failure to pre-pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable in its entirety and releases Sport Court® and its authorized Agent from any further obligation under this Warranty.

## **Limitations and Exclusions**

Sport Court® warranties are void and unenforceable if:

- a) Purchaser fails to maintain the Game Court, the Components or Tiles in accordance with the Sport Court® approved maintenance procedures; or
- b) The Game Court, the Components or Tiles have been misused, used in other than approved applications or damaged by accident, unreasonable use, abuse, neglect, acts of God, or any other

cause not directly due to any defect in materials or workmanship of the Game Court, the Components or Tiles; or

c) The Game Court, the Components or Tiles have been exposed to any uses or loads in excess of the Sport Court® specifications provided to Purchaser by Agent at the time of installation. If the Purchaser cannot locate the specification sheet, Sport Court® will provide the same upon request, or Purchaser may visit Sport Court's website at [www.sportcourt.com](http://www.sportcourt.com) to obtain a copy of the same.

d) Sport Court Components Warranty for Sport Slam, Collegiate Slam, Pro Slam, Power Slam and Mega Slam systems are limited to residential single-family installations. Warranty coverage does not apply to the above products installed in a non-single family residential or commercial property. Solid Slam systems and True Bounce Backboards are covered under this warranty for residential and commercial applications.

e) Glass backboards have no warranty for commercial use of the product such as public parks, public common areas, recreation centers, HOA facilities, locations by membership and other non-private installation locations.

f) Component Warranty may be void if additional devices including but not limited to locking devices, lights, other hardware are installed or used on the component that are not specifically designed for the model of component and/or sold by Sport Court.

Sport Court® is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court® have the authority to bind or obligate Sport Court® in connection with this Warranty or in any other manner whatsoever. Sport Court® does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court® shall render this Warranty void and unenforceable in its entirety. Any reference herein to "this Warranty" shall mean all warranties and/or obligations Sport Court® or its Agent has to the Purchaser regarding any Game Court, Components or Tiles as set forth herein.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY COMPONENTS OR TILES IS EXCLUDED. NEITHER SPORT COURT® NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, GENERAL DAMAGES, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER, THE PURCHASER'S FAMILY OR GUESTS/INVITEES OF PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT® TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT® OR ITS AGENT FOR THE COMPONENTS AND TILES. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT® HAS BEEN ADVISED OF ANY POTENTIAL CLAIM FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THIS WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT® AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE COMPONENTS OR OUTDOOR SURFACE TILES (TILES) FROM THE INSTALLATION SITE WHERE THE COMPONENTS OR TILES WERE

**\*Connor Sport Court International, LLC (herein Sport Court®)**

ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, LEASES, RELOCATES OR TRANSFERS THE GAME COURT, COMPONENTS OR TILES INCIDENT TO THE SALE OR LEASING OF THE REAL PROPERTY UPON WHICH THE GAME COURT, COMPONENTS OR TILES WERE ORIGINALLY INSTALLED, SPORT COURT® AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATIONS UNDER THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, LESSEE OR TRANSFEREE OF THE PURCHASER. RELOCATION OF THE GAME COURT, THE COMPONENTS AND/OR THE TILES FROM THE ORIGINAL INSTALLATION SITE ON PURCHASER'S REAL PROPERTY TO ANOTHER INSTALLATION SITE OR LOCATION SHALL ALSO RENDER THIS WARRANTY VOID AND UNENFORCEABLE.

THIS WARRANTY SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO ANY CHOICE OF LAW OR PROVISION OF ANY OTHER STATE OR JURISDICTION.

### **Warranty Claim Procedures**

Should Purchaser have a problem with any Sport Court® product, please contact your Sport Court® Agent. To file a claim under this Warranty, Sport Court® or its authorized Agent may request photos, component or tile samples and a site visit as part of the Claim Procedure process. In any legal/equitable dispute involving the Purchaser's claims/rights under this Warranty, the Purchaser hereby consents to the exclusive jurisdiction and venue of any State or Federal Court located in Salt Lake City, Utah, upon service of process being affected in accordance with the laws of the State of Utah. Purchaser covenants that he/she/it will not commence any legal or equitable proceedings against Sport Court® in any other forum and consents to the immediate dismissal of any lawsuit that is not filed against Sport Court® in Salt Lake City, Utah, as provided in this paragraph.

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