



**CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

This **Cooperative Purchase Customer Agreement** ("**Customer Agreement**") is entered into by and between **ADVANCED HEALTHSTYLES FITNESS EQUIPMENT, INC.** ("**Vendor**") and the **City of North Richland Hills**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer as defined in Section N/A of the Agreement between the [BUYBOARD] and Vendor, [Contract No. 583-19], as amended, (the "Agreement") with an effective date of APRIL 1, 2019.

This Customer Agreement shall be governed by the terms and conditions of the [Agreement], which is incorporated herein by reference and is available online at <https://app.buyboard.com/Shop/Vendors/Details?id=5092#ContractDocuments> or upon request from Vendor, and the attached Quote/Purchase Order No. 046596-R11. The Agreement expires on March 31, 2022. Authorized Customer is eligible and desires to purchase LIFE FITNESS TREADMILLS (95T DISCOVER SE3HD ARTIC SILVER pursuant to the terms and conditions of the [Agreement] as the [CITY OF NORTH RICHLAND HILLS] may specify from time to time, as well as the terms and conditions of this Customer Agreement. [BUYBOARD] will only be responsible for services provided to [BUYBOARD] and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer agrees to the terms and conditions of the [Agreement] as applicable. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the [BUYBOARD] under the [Agreement], as applicable, as if Customer had entered into the [Agreement]. Further, Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records involving transactions relating to this Customer Agreement necessary to determine compliance therewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits. Payments under this Agreement shall not exceed \$ 120,000.00 annually for ONE year(s) through MARCH 31, 2022

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by Customer.

Authorized Customer has caused this Customer Agreement to be executed by its duly authorized representative to be effective as of this day of FEBRUARY 2021.

CITY OF NORTH RICHLAND HILLS:

By: _____
Mark Hindman, City Manager

Date: _____


ATTEST:

By: _____
Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis, City Attorney

VENDOR NAME:

By: 
Name: MICHELLE KESTERSON
Title: ACCOUNT SALES REPRESENTATIVE
Date: 2/12/2021