

Via email: LCROSS@MONROVIASCHOOLS.NET

July 31st, 2018.

Larry cross

Director of Maintenance, Operations and Transportation

Phone: (626) 471-2901

RE: SYNTHETIC FIELD REPLACEMENT AT MONROVIA HIGH SCHOOL

Dear Mr. Cross,

In accordance with the warranty issued at time of original purchase, FieldTurf is offering the following for replacement after the upcoming football season in 2018 or in early 2019.

XM7 Fiber:

- 2.5 inch, 36 oz. face weight, 3- layer 9.2 lb. in-fill system, porous finger coated backing;
 - Manufactured by FieldTurf, not a third party supplier
 - Re use of some of the current field infill in the new field.
 - Original warranty remains in effect, and will not reset from the date of replacement.
 - Minor base repairs to existing base– import up to 50 tons of manufactured stone if required for minor base repairs.
 - Field layout to include same markings and logos
- **No Charge** **\$0.00**

FieldTurf Revolution 360 – 2.5”

- FieldTurf Revolution 360 is the latest “elite” monofilament offering from FieldTurf. Named after the concept of completeness, the Revolution 360 fiber features optimal durability, resilience and feel. The first complete fiber. It is manufactured by FieldTurf, not a third party supplier.
 - Re use of some of the current field infill in the new field mid-layer
 - New silica sand base layer and new cryogenic SBR surface layer
 - A new 8 year warranty will be in effect at completion of replacement
 - Minor base repairs to existing base– import up to 50 tons of manufactured stone if required for minor base repairs.
 - Field layout to include same markings and logos (if applicable)
- **Price:** **\$150,000.00**

Price Does Not Include:

- a) Replacement or modification to the existing perimeter nailer board
- b) FieldTurf is not altering or improving the existing operating drainage base under the existing turf limits. No removal of aggregate is included. Any ponding, flooding or undulations within the existing base will remain the responsibility of the owner.
- c) On occasion the existing 'header board' attached to the curb around the perimeter of the field needs to be replaced. We will inspect once the existing field is removed and offer pricing to do this if necessary.

**To be eligible for infill reuse, FieldTurf will follow the steps below to assure quality and performances are met. If the infill passes all our internal testing, the option of infill reuse is plausible. If the infill doesn't meet the test, additional cost will apply.

- 1) **Collection:** The first step is to collect some of the infill from the field. Our skilled collection team will remove infill from ~3 square feet using our infill extraction protocol and measure infill depths in several locations;
- 2) **Diagnosis:** The collected infill materials will be sent to our Innovation and Performance Center to be analyzed. The testing protocol includes key considerations for the following categories:
- 3) **Cleanliness**
 - Unwanted material
- 4) **Shock Attenuation / Gmax**
 - % Fines
 - Infill Mix
- 5) **Ability to re-install**
 - Moisture Level

FieldTurf requires a minimum of 21 days upon receipt of Purchase Order or signed agreement, and final shop drawing approvals to manufacture; coordinate delivery and schedule arrival of installation crew.

We would require a 4-5 week window (subject to weather and force majeure) to complete the removal/recycle/disposal of existing product, confirm sub-base planarity and re-install the field. Please also note that some of the infill material used on the replacement field will be re-used from your present field. FieldTurf will supply any additional infill that will be required. This will allow for a minimum addition to any landfill site in the area and is in conformance with FieldTurf's Green initiative on recycling.

Monrovia High School will receive field layouts showing the dimensions and the markings for the new surface for review; before manufacturing the new surface, we will need written confirmation of the product option selected and that the field dimensions, markings and colors are satisfactory and approved for production. Upon receipt of a signed agreement, production and installation will be scheduled at an agreed upon time frame.

FieldTurf appreciates your patience and we look forward to our continued business relationship with **Monrovia Unified School District**. If we can provide any additional information, don't hesitate to contact Tim Coury or myself directly.

Please note this offer is valid for 60 days.

Sincerely,



Martin Olinger
Senior Vice-President Sales
FieldTurf USA, Inc.

c.c.: Julie Paquin, Director of Customer Service - FieldTurf Inc.
Dino Di Maulo, Project Lead - FieldTurf Inc.
Tim Coury, Regional VP of Sales, FieldTurf USA Inc.
Cal Watson, Regional Sales Manager, FieldTurf USA Inc.



Manufacturer's Limited Warranty

FieldTurf warrants that if **FieldTurf (product code)** (Product) for multi-sport use synthetic turf proves to be defective in material or installation workmanship, therefore, resulting in premature wear, during normal and ordinary use of the Product for the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, within **eight (8) years** from the date of completion of installation as indicated in this Warranty, FieldTurf shall either repair or replace the affected area of the Product in accordance with the terms of this Warranty. FieldTurf's sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and FieldTurf shall have no other obligations or liabilities with respect to defects of the Product. FieldTurf will, at FieldTurf's option, either repair or replace the affected area to the extent required to meet the Warranty period, but no cash refunds will be made. This Warranty shall commence upon the date of completion indicated in this Warranty. The accompanying Warranty service will not come into effect unless and until FieldTurf's Certificate of Completion is sent for validation to the corporate office of FieldTurf indicated herein within thirty (30) days of the date of completion or Purchaser's first use, whichever occurs first. In all cases, the Warranty shall be deemed to commence upon the date of completion indicated in this Warranty. The acceptance form of the terms and conditions contained in FieldTurf's Maintenance Guidelines must also be provided to FieldTurf's corporate office within thirty (30) days of completion of installation. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this Warranty; all other remedies or recourses which might otherwise be available are hereby waived by the Purchaser. FieldTurf will have no other obligations or liability for damages arising out of or in connection with the use or performance of the Product, including, but without limitation, damages for personal injury and/or economic losses. This Warranty shall not come into effect, and FieldTurf shall have no obligations under this Warranty, unless and until FieldTurf is paid in full for the Product to be warranted hereunder.

Field Markings: Soccer

Other Exclusions

EXCEPT AS EXPRESSLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY ABOVE, FIELDTURF DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PURCHASER FAILS TO MAINTAIN THE FIELD IN ACCORDANCE WITH THE FIELDTURF MAINTENANCE GUIDELINES AND SCHEDULE PROVIDED BY FIELDTURF THEREIN. ALL MAINTENANCE SHALL BE PERFORMED BY FIELDTURF-TRAINED AND/OR FIELDTURF-AUTHORIZED MAINTENANCE PERSONNEL ONLY.

Furthermore, this Manufacturer's Limited Warranty **does not cover:**

1. Any damage resulting, directly or indirectly, from *force majeure*, accident, misuse, intentional and unintentional abuse, infill displacement, neglect; or from usage, unintentional or otherwise, that cannot reasonably be considered as normal play or ordinary use of the Product. For purposes of this Warranty, normal play and ordinary use shall mean usage up to 3,000 hours per year of regular play and utilization for the sporting activities provided herein; normal play and ordinary use also includes a reasonable number of users or participants, but does not include repetitive marching, repetitive training or high-intensity drills on the same part of the field, especially in the areas including, but not limited to, home plate, pitcher's mound, base areas, base paths, soccer penalty mark/spot areas, goal areas, sideline areas and lacrosse crease areas, all of which require frequent maintenance in accordance with FieldTurf Maintenance Guidelines and which may require regular replacement. This Warranty is expressly conditioned upon the Customer completing and submitting the FieldTurf Maintenance Log provided in FieldTurf's Maintenance Guidelines.





Manufacturer's Limited Warranty

2. Damage resulting from failure to maintain the Product in accordance with FieldTurf's Maintenance Guidelines provided to the Purchaser. The Purchaser shall keep a log of all maintenance performed on the Product and supply FieldTurf with a copy upon request.
3. Damage resulting from repair, attempted repair and/or maintenance by anyone other than FieldTurf, an authorized FieldTurf distributor or an authorized FieldTurf maintainer.
4. Damage due to causes which include, but are not limited to, the application of chemicals and/or cleaning agents, adhesive backing, dirt, traffic, negligence, vandalism, fire, flood, windstorm, animals, improper care and Acts of God.
5. Failure and/or improper design of the base; depression of the soil, subsurface or other matter upon which the base or Product rests; and any and all resulting damage to the Product arising therefrom.
6. FieldTurf does not warrant the percolation rate, long term planarity and/or compaction of the base which the product is installed. **FIELDTURF DISCLAIMS ALL WARRANTIES AS TO THE BASE, EXPRESS OR IMPLIED, AND ANY AND ALL RESULTING DAMAGE TO THE PRODUCT ARISING THEREFROM.**
7. Damage resulting from the use of improper footwear such as long-spiked track shoes, regular and repeated use of steel cleats, and flat-soled shoes. Standard molded soccer or football cleats are recommended.

All synthetic turf is subject to normal wear and tear, which does not constitute a manufacturing defect and is not covered by this Warranty. In addition to the other factors listed in this Warranty and without limitation, the extent of the wear and tear depends on the construction of synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge, infill components and maintenance of the field) and the intensity of use of the synthetic turf. The Product will be stable to light fading with the maximum fading of the Product during the Warranty period not to exceed fifteen percent (15%) of color loss annually based upon an acceptable grey scale. This Warranty does not cover slight variations or gradations of color within the Product and/or face distortion. Normal behavior of the fiber and infill with respect to the wear pattern of a field is more fully explained in the "Field Settling" document, provided in the FieldTurf After-Sales Service Package.

FieldTurf disclaims all liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the Product. In the event that the Product be used for purposes other than the sporting activities provided herein or for any other uses for which FieldTurf has provided its written authorization, FieldTurf shall not be responsible for damages resulting therefrom and, therefore, this Warranty, as well as any and all applicable legal warranties, shall become **null and void** as Purchaser understands that FieldTurf has tested the Product for use in connection with the said sporting activities and/or uses, and that it may not have tested the Product for other such uses. Any Product repairs or replacements performed under the terms of this Warranty shall not extend the term of this Warranty.

Name of Purchaser:
Date of Completion:
Location:
Address:
State:
Tel:
Signature:
Date:

Sporting Activities: Multi-Sport Use
Installed by: FieldTurf USA, Inc.
City:
Zip:
Fax/email:
Name : |
Reference:

Disclaimer. The information in this document is subject to change without notice and should not be construed as a commitment by FieldTurf USA, Inc. FieldTurf assumes no responsibility for any errors that may appear in this document.

This warranty is insured by a third party.

For more information please contact Customer Service at FieldTurf at the number listed below.
7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969 •

