



CONTRACT RENEWAL LETTER

Date: September 28, 2022

Contract #: UCPJMU6154

Service: Athletic Equipment, Apparel, & Related Services

Renewal Period: 11/1/2022 to 10/31/2023

Renewal #: 1 of 4 One-Yr

Issued By: James Madison University
 Garrett Morris, Buyer Senior Ph: 540-568-4501
 Fx: 540-568-7935

Contractor: Gym Source USA
 Attn: Joseph Vazzano
 PO Box 424
 Stockton, NJ 08559 Ph: 201-298-1200

Contract Administrator: Holly Bailey, University Recreation Center

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The previous contract pricing schedule is hereby replaced with the pricing schedule attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Gym Source USA

By: Joseph Vazzano
 Joseph Vazzano

Name (print)

CFO

Title

Date Signed

James Madison University

By: Garrett Morris
 Garrett Morris, CUPO, CPPB

Name (print)

Buyer Senior

Title

9/30/22
Date Signed

Contract #: UCPJMU6154

Contractor: Gym Source USA

Renewal Period: 11/1/2022 - 10/31/2023

Commodity: Athletic Equipment, Apparel, & Related Services

1. Contractor's Promotional Items pricing schedule is as follows:

CYBEX Cardiovascular: 25%

CYBEX Selectorized Strength: 17%

CYBEX Freeweight/Plate Loaded: 7%

Star Trac Cardiovascular: 25%

Stairmaster Cardiovascular: 25%

Stairmaster HIIT Products: 12%

Schwinn Indoor Cycles: 25%

Nautilus Selectorized Strength: 17%

Nautilus Freeweight/Plate Loaded: 7%

Hoist Selectorized Strength: 20%

Hoist Freeweight/Plate Loaded: 10%

Stages Indoor Cycles & Virtual Bikes: 15%

TKO Plates, Dumbbells, Bars, & Accessories: 10%

**All pricing includes Freight Delivery, and Installation.*

Repair Costs: \$350 first hour and \$170 ever additional ½ hour.

PM & Inspection contracts are available which provide discounts on labor and parts as well as free extractions/discards with new equipment purchases. Service packages are also available.

2. Contractor's proposal submitted in response to RFP #JGM-1124 is hereby amended as follows:

- a. Contractor shall pass on exact freight, delivery, and installation charges to the Purchasing Agency as applicable. These are separate charges to the product. The Purchasing Agency reserves the right to request shipping charges be passed along to Contractor from Freight Company.
- b. Contractor shall waive all restocking and shipping fees for returns/exchanges when applicable and at Contractor's own discretion.
- c. At the request of the Purchasing Agency, the contractor shall provide training to an unlimited number of staff at no additional cost and regardless of order value.

- d. In the event a repair needs to be made, a service call shall be fulfilled and responded to within 3-4 business days. Repair costs shall be negotiated between Purchasing Agency and
3. All deliveries shall be made to the Purchasing Agency FOB Destination.
4. Contractor surcharges will only be accepted when imposed by Contractor's Manufacturer(s). Contractor shall not charge or extend the University a surcharge once manufacturer(s) have lifted the surcharge cost.
5. The Purchasing Agency will issue a purchase order for goods and services based upon an approved quote provided by Contractor. The Purchasing Agency will not be required to sign and return proposals/quotes.
6. The contract is amended to hereby include the following:
 - a. Gym Source is no longer a retail establishment. All orders are made specifically to a Purchasing Agency's request.
 - b. All sales/orders are final upon contractor receiving a purchase order from the Purchasing Agency. In the event an alteration needs to be made, contractor in its best efforts, will make reasonable alterations/changes to the order. Purchasing Agency reserves the right to return items that are defective, broken, or damaged.
7. The Contractor has disclosed all potential fees. Additional charges will not be accepted.