



WARRANTY & MAINTENANCE PLUS AGREEMENT

This Equipment Maintenance Agreement (the "Maintenance Agreement") is made and effective _____ 2022 or upon approval if an earlier date,

BETWEEN: **Paragon Tactical Inc.** (the "Service Provider"), a corporation organized and existing under the laws of the state of CALIFORNIA, with its head office located at:

1580 Commerce Street, Corona, California 92878

AND: **Lee's Summit Police Department** (the "Client"), with its main facility located at:

10 NE Tudor Lee's Summit, MO 64086

WHEREAS, Client is desirous of availing itself of equipment maintenance services provided by the Service Provider.

WHEREAS, Service Provider is a qualified provider of equipment maintenance services and is willing to provide such services to Client as per the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. RATE FOR SERVICES

The rate for warranty extension and maintenance service is SIXTY-SIX THOUSAND TWO HUNDRED FOURTY-ONE DOLLARS (**66,241.00**) and shall be paid in equal payments each year through certified funds.

2. SERVICES

The following services are included:

- Software and hardware upgrade of the range Target System components including:
 - PTFT-5000 turning targets
 - PTCD-RMM15
 - PTCD-HCC8
 - PTCD-LRT8
- Annual range visits to perform preventive maintenance to range elements including
 - PTFT-5000 turning targets
 - PTCD-RMM15
 - PTCD-HCC8
 - PTCD-LRT8
 - Range Backstop: Basic conditioning of the Ballistic Rubber Media (BRM), Applying ELIXIR™, adding Gel-Cor™ (if applicable)

Replacement of damaged Ballistic Rubber Tiles (up to 25 QTY)
Target Backers: 100 QTY cardboard target backers per turning target

- Performing repairs as needed

Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by or meeting the specifications of Service Provider are used and proper owner maintenance routines are performed regularly. Service Provider shall have full and free access to the equipment to provide service thereon. If persons other than Service Provider's representatives perform maintenance or repairs, and as a result further work is required by Service Provider to restore the equipment to operating condition, such repairs will be billed at Service Provider's published time and material rates then in effect.

3. PAYMENTS

For service as specified above on the equipment listed, the undersigned Client agrees to pay an equal amount per each year for the duration of the service contract to total the annual charge specified above to Service Provider, in accordance with the terms specified on the face of the invoice. In the event the Client decides to purchase new equipment from the Service Provider; Client will receive credit for the un-used portion of the maintenance package towards the purchase of the new equipment from Service Provider.

There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including State/Provincial and Local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Service Provider in respect of the foregoing, exclusive, however, of taxes based on net income.

4. BINDING AGREEMENT

The undersigned Client represents that he is the owner of the equipment, or that he has the owner's authority to enter this agreement.

This Agreement is subject to acceptance by Service Provider. It takes effect on the date written above and continues in effect for **SIXTY MONTHS** thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

SERVICE PROVIDER

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title