



Sudden Valley Community Association

1850 Lake Whatcom Blvd Bellingham, WA 98229

www.suddenvalley.com 360-734-6430

Finance Committee Meeting

March 18, 2026, 6:30 PM, Via Zoom

Agenda

Call to Order

Roll Call

Jean Maixner, Treasurer & Committee Chair
Laurie Robinson
Ray Meador
Rob Gibbs
Marty Jeide
John Gingrich

1) Adoption of Agenda

2) Announcements

3) Property Owner Comments – 15 Min Total

Please note that comments are limited to 3 minutes per person.

4) Approval of Minutes

5) Reports

(a) December Financial Statements

6) New Business

(a) Capital Request – Golf Range Equipment

(b) Approval Request – Pool Service & Chemicals

(c) Capital Request – Marina Security Upgrade

7) Adjournment

How to Attend Meetings of Finance Meeting:

Meetings can be attended in-person or online. A link to the Zoom meeting can be found at <https://suddenvalley.com/finance/> or follow these instructions: go to Zoom.com; Click on “Meet” on the top menu bar and select “Join a Meeting”; Enter **836 7007 0736** in the meeting ID box; follow the instructions to enter the meeting.



Sudden Valley Community Association

360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Kevin LeDuc, Director of Golf
Date: March 26, 2026
Subject: Capital Request – Driving Range Equipment

Purpose

To request funding to replace the following: 2021 Club Car Picker Cart, Asset ID#1344, Range Picking Unit, Asset ID#1221 and Range Ball Washer, Asset ID#1221.

Background

Multiple pieces of driving range equipment are scheduled to be replaced in 2026 as included in the Capital Budget - CRRRF. I am recommending that we replace the 2021 Club Car Carryall 300 cart with the same model Club Car. Club Car has quoted \$3,250 trade in value for our existing cart, while competitors have not offered any trade in value. I am recommending that we replace the Standard Golf picking unit with the Par West picking unit. It has larger drums than the competitors and is very durable. Lastly, I recommend replacing the Range Servant Ball washer with the newer model Range Servant Ball Washer.

Analysis

The existing units listed below have well exceeded their life expectancy. The 2026 Capital Budget – CRRRF includes \$32,473 for the replacement of three pieces of equipment:

- 1) 2021 Club Car Picker ID#1344
- 2) 2014 Standard Golf Picker Unit ID#1221
- 3) 2018 Range Servant Ball Washer ID#1221

Two equipment suppliers were contacted on the Range Cart: Club Car and EZ-GO. Club Car is the same company that we lease our golf carts and offer a good trade. Three companies were contacted for the picker unit: Range Servant, Easy Picker, and Par West. Two companies were contacted for the Ball Washer: Range Servant and Wittek. These ball washers are very similar. The cost for the Range Servant ball washer is much less. It is the same model that we currently have and has lasted many years.

Club Car Carryall 300 Cart (Less Trade)	\$14,709.76
Par West Sandbagger Picking Unit	\$4,967.05
<u>Range Servant RS-Twist Ball Washer</u>	<u>\$2,701.65</u>
Total	\$22,378.46



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Request

Request that the Board of Directors approve \$22,378.46 from CRRRF for the purchase of the Club Car Carryall, Par West Picking Unit, and Range Servant Ball Washer.

Motion

Move that the SVCA Board of Directors approve \$22,378.46 from CRRRF for the purchase of the Club Car Carryall, Par West Picking Unit, and Range Servant Ball Washer.

Approvals

Recommended: _____ Not Recommended: _____ SVCA Finance Committee

Signed: _____ Date: _____

Jean Maixner, Treasurer

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, President

of the Uniform Commercial Code, or any statutory enactment thereof, to the purchase by the Customer, nor shall the failure to file this form, or the UCC-1 Form, in any way affect, alter or invalidate any term, provision, obligation or liability under this Sales/Rental Order. This security interest shall be superseded if Customer and Peak Industrial, Inc. enter into a separate security agreement covering the Equipment.

5. Condition of Equipment and exclusive Limited Warranty, Limitation of Liability. Customer acknowledges and agrees by signing this Sales/Rental Order, or by accepting delivery of the Equipment and a copy of this Sales/Rental Order, that the Customer has fully inspected the Equipment, and has received the Equipment from Peak Industrial, Inc. in a satisfactory, safe and serviceable condition. For refrigeration Equipment, Peak Industrial, Inc. is not responsible for the value or condition of the load stored within the vehicle container, nor for any expenses related to any load loss occurrence. Such losses can be prevented or minimize through prudent monitoring by the refrigeration Equipment operator. Customers are encouraged to train and utilize drivers, security personnel or others to diligently monitor the refrigeration Equipment performance. The more thorough and frequently the refrigeration is monitored, the less likely as severe a loss would occur in the event of a refrigeration Equipment failure of any kind. CUSTOMER PURCHASES/RENTS THE EQUIPMENT "AS IS" FROM THERMO KING NORTHWEST AND PEAK INDUSTRIAL MAKES NO REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE CONDITION, QUALITY OR MERCHANTABILITY OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT THE EQUIPMENT SHALL BE FREE FROM DEFECTS AND WORKMANSHIP AND MATERIAL UNDER NORMAL USE AND SERVICE AND EXCEPT AS PROVIDED IN WARRANTY MATERIALS ALREADY DELIVERED TO THE CUSTOMER, WHICH ARE DESCRIBED ON THE FACE OF THIS SALES/RENTAL ORDER AND THE RECEIPT OF WHICH CUSTOMER ACKNOWLEDGES BY SIGNING THIS SALES/RENTAL ORDER, OR BY ACCEPTING DELIVERY OF THE EQUIPMENT AND A COPY OF THIS SALES/RENTAL ORDER. THE SOLE RESPONSIBILITY OF PEAK INDUSTRIAL UNDER THIS SALES/RENTAL ORDER IS TO REPAIR OR REPLACE THE EQUIPMENT, IN THE MANNER DESCRIBED IN SUCH WARRANTY MATERIALS, AND IT SHALL NOT BE LIABLE UNDER ANY EXPRESS OR IMPLIED WARRANTY OR NONCONTRACTUAL THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE EQUIPMENT, LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE, IN ANY WAY ARISING OUT OF CUSTOMER'S PURCHASE/RENTAL OF THE EQUIPMENT, OR COMMERCIAL LOSSES.

6. Loss or Destruction of Equipment; Customer Insurance. Customer shall bear the risk of loss of, damage to, or destruction of the Equipment from the date of its delivery to the Customer through the date of rental return or full payment of the balance due if a sale. If for any reason the Equipment is lost, stolen, destroyed or damaged beyond repair prior to rental return or full payment of the balance due if a sale, the Customer shall immediately notify Thermo King Northwest, Inc. The total or partial loss of the Equipment by the Customer shall not release or relieve the Customer from its obligations and liabilities under this Sales/Rental Order. The Customer shall maintain in full force and effect until the rental return or full payment of the balance due if a sale, insurance covering the Equipment of such type and shall pay to Peak Industrial, Inc. the EQUIPMENT REPLACEMENT VALUE on any rental equipment plus any unpaid rental payment or full payment of the balance due if a sale then due and any other sum then due to Peak Industrial, Inc. The total or partial loss of possession of the Equipment by the customer shall not release or relieve the customer from its obligations and liabilities under this Sales/Rental Order. Written evidence satisfactory to Peak Industrial, Inc. that such insurance is in full force and effect shall be provided to Peak Industrial, Inc. upon its request at any time prior to rental return or full payment of the balance due if a sale. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SALES/RENTAL ORDER OR OF ANY OTHER WRITING, PEAK INDUSTRIAL WAIVES NO RIGHT OF SUBROGATION WHICH MIGHT IN ANY WAY APPLY TO THE EQUIPMENT, TO ITS LOSS OR DESTRUCTION, TO BODILY OR PERSONAL INJURY TO, OR DEATH OF, ANY PERSON, OR TO THE LOSS OF OR DAMAGE TO ANY PROPERTY OF THE CUSTOMER OR ANY THIRD PARTY.

7. Location of Equipment. Peak Industrial, Inc. shall have the right to inspect the Equipment at all reasonable times

8. Default; Remedies. Customer shall be in breach and default under this Sales/Rental Order if (a) any payment or any other amount due under this Sales/Rental Order to Peak Industrial, Inc. is not paid promptly when due;

(b) the Customer fails to comply or perform, or makes any misrepresentation relating to, any of the Customer's obligations or covenants under this Sales/Rental Order; or (c) prior to rental return and full payment of the balance due if a sale, the Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise, to anyone other than Peak Industrial, Inc. Upon the occurrence of any event of Customer's default as set forth in the preceding paragraph, Peak Industrial, Inc., as its sole option and without notice to the Customer, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Sales/Rental Order immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by the Customer of any and all provisions of this Sales/Rental Order, and to be awarded damages or injunctive relief for the Customer's breach; (c) prior to rental return or full payment of the balance due if a sale to require the Customer to deliver the Equipment to Peak Industrial, Inc. branch specified on the face of this Sales/Rental Order; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Sales/Rental Order is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Peak Industrial, Inc. shall not be a waiver as to any other or subsequent default.

9. Notices. All notices to be provided, or instruments required or permitted to be served upon, or sent to, either of the parties shall be in writing, and shall be deemed served or sent: (a) when personally delivered to the other party, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight carrier which routinely issues receipts, addressed to the party at the address stated above, or (d) three (3) business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated above.

Each of the parties may modify its notice address by communication sent to the other party in the manner described above.

10. Reciprocal Indemnification.

A. Peak Industrial Indemnification. Peak Industrial, Inc. specifically and expressly agrees to indemnify, defend and hold harmless, in whole or in part, the Customer, its agents and affiliates against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, brought or made against or incurred by the Customer or any of its agents or affiliates resulting from, arising out of or in any way connected with the (i) willful act or omission or (ii) negligent act or omission of Peak Industrial, Inc. or its employees, agents or affiliates, in performance, or nonperformance, of its obligations under this Sales/Rental Order.

Except as provided in paragraph 5, this indemnity obligation shall include, but not be limited to, the following:

a. Loss of or damage to any property of the Customer, or any third party, and

b. Bodily or personal injury to, or death of, any person, including without limitation employees of the Customer or of Peak Industrial, Inc.

B. Customer Indemnification. The Customer specifically and expressly agrees to indemnify, defend and hold harmless, in whole or in part, Peak Industrial, Inc., its agents and affiliates against and from any and all claims, demand, suits, losses, costs and damages of every kind and description, brought or made against or incurred by Peak Industrial, Inc. or any of its agents or affiliates resulting from, arising out of or in any way connected with the

(i) willful act or omission or (ii) negligent act or omission of the Customer or its employees, agents or affiliates, in performance, or nonperformance, of its obligations under this Sales/Rental Order. This indemnity obligation shall include, but not be limited to, the following:

a. Loss of or damage to any property of the Peak Industrial, Inc., or any third party; and

b. Bodily or personal injury to, or death of, any person, including without limitation employees of the Customer or of Peak Industrial, Inc.

11. Delivery. Delay in Delivery, Inspection and Acceptance. The Equipment is to be rented F.O.B. origination, unless otherwise stated in this Sales/Rental Order. Any delivery, shipping, installation or performance dates indicated on the reverse side are estimated, and, although Peak Industrial, Inc. shall use best efforts to meet such dates, Peak Industrial, Inc. shall not be liable for any delay in delivery, shipping, installation, or performance, however

occasions. Peak Industrial, Inc. may deliver the Equipment in installments as the Equipment becomes available. Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment is given to the Customer or to a carrier, or when Peak Industrial, Inc. receives directions from the Customer to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Peak Industrial, Inc. is authorized to execute in Customer's name any carrier's standard bill of lading for the Equipment. Without being required to do so, Thermo King Northwest, Inc. may, on behalf of Customer, advance these costs of shipping or inspection of the Equipment. To the extent not separately included in calculating the balance due under this Sales/Rental Order, Customer agrees to immediately reimburse Peak Industrial, Inc. on demand for such costs. Customer agrees to inspect each item of Equipment, at its sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies

Peak Industrial, Inc., within 10 days following receipt, of any claimed discrepancy between the item as described on the reverse side and the item as received by Customer. Any claim for shortages, delays or damages occurring after Peak Industrial, Inc. has delivered the Equipment to a carrier shall be made directly to the carrier, and Peak Industrial, Inc. shall have no liability with respect to such shortages, delays or damages.

12. Customer's Responsibility. The Customer represents that it is fully familiar with the Equipment subject to this Sales/Rental Order and understands the operating instructions for the Equipment. Customer acknowledges and agrees by signing this Order that the Equipment rented or leased under this order is of the size, design, capacity and manufacture selected by the Customer, and that the Customer has relied solely on its own judgment in selecting the Equipment and the Customer has fully inspected the Equipment and has received the Equipment from Peak Industrial, Inc. in a satisfactory, safe and serviceable condition. Customer shall use the Equipment safely, within its rated capacity only, and only for the purposes for which it was designed; the Customer is aware of the limitations of the Equipment and shall not exceed them; and the Customer shall not alter or modify the Equipment. Except to the extent provided in the express warranties under paragraph 5, Customer agrees that, even though it may receive technical information, drawings or advice from Peak Industrial, Inc., the Customer will have sole responsibility for the Equipment's suitability for Customer's intended use. THE PROVISIONS OF THIS SALES/RENTAL ORDER, INCLUDING LIMITATIONS OF WARRANTIES, REMEDIES AND DISCLAIMERS, SHALL APPLY EQUALLY TO ALL SUCH TECHNICAL INFORMATION, DRAWINGS OR ADVICE.

13. No Assignment of Rights and Obligations under this Sales/Rental Order. This Sales/Rental Order and the rights, obligations, covenants and agreements contained in this Sales/Rental Order, shall inure to the benefit of and be binding upon the parties to this Sales/Rental Order and their respective successors and assigns. The Customer shall not assign, by operation of law or otherwise, this Sales/Rental Order or any rights under this Sales/Rental Order without first obtaining the prior written consent of Peak Industrial, Inc., which consent may not be unreasonably withheld; any attempt to assign by Customer without Peak Industrial, Inc. prior written consent shall be void and of no effect. Peak Industrial, Inc. may assign this Sales/Rental Order and all rights under this Sales/Rental Order, but the Customer will not be obligated to any assignee of Peak Industrial, Inc., except after receipt of written notice of such assignment by Peak Industrial, Inc. CUSTOMER HEREBY WAIVES, RELINQUISHES AND DISCLAIMS AS TO ANY ASSIGNEE OF PEAK INDUSTRIAL ALL CLAIMS, RIGHTS OF SET-OFF AND DEFENSES

WHICH CUSTOMER MAY HAVE AGAINST PEAK INDUSTRIAL, INCLUDING THE RIGHT TO WITHHOLD PAYMENT OF ANY MONIES WHICH MAY BECOME DUE UNDER THIS SALES/RENTAL ORDER. CUSTOMER FURTHER AGREES THAT PEAK INDUSTRIAL MAY, WITHOUT NOTICE TO OR CONSENT OF CUSTOMER, SELL/RENT OR GRANT A SECURITY INTEREST IN THE EQUIPMENT AND ITS RIGHTS TO PAYMENT OF THE BALANCE DUE AND OR RETURN OF RENTAL EQUIPMENT, AND IN SUCH EVENT, CUSTOMER'S RIGHTS IN AND TO THE EQUIPMENT SHALL BE SUBJECT AND SUBORDINATE TO THE INTERESTS AND RIGHTS, INCLUDING THE RIGHT OF POSSESSION, OF ANY SUCH PURCHASER OR RENTER OR HOLDER OF A SECURITY INTEREST IN THE EQUIPMENT.

14. Miscellaneous Provisions.

A. In the event either party to this Sales/Rental Order commences legal action in connection with the provisions of this Sales/Rental Order, including any action to obtain damages from an alleged breach of a provision of this Sales/Rental Order, any such action shall, at the election of Peak Industrial, Inc., be commenced in a court of competent jurisdiction in, and venue for any such legal action shall continue to be King County, Washington or Multnomah County, Oregon; and the prevailing party shall be entitled to recover, in addition to amount otherwise recovered, its reasonable costs incurred in connection with that legal action, including but not limited to reasonable attorney's fees.

B. The covenants, agreements, indemnities, and warranties made by the parties under this Sales/Rental Order shall survive its termination.

C. In addition to other covenants above, each party agrees to indemnify, hold harmless and defend the other party with respect to any suit, claim or demand alleging infringement of any patent or copyright, or misappropriation of any confidential information or trade secrets, in connection with the Equipment sold/rented under this Sales/Rental Order. Each party agrees to keep confidential and not to disclose to other person, or to use in any way, confidential business or technical information which the party may receive in connection with this Sales/Rental Order.

D. In the performance of this Sales/Rental Order, the parties shall comply with all federal, state or local laws or regulations, including but not limited to those laws or regulations (i) relating to nondiscrimination against any employee or applicant for employment because of race, religion, color, national origin, sex or age with respect to terms and conditions of employment and (ii) relation to storage, use or disposal of hazardous wastes, substances or materials. These parties acknowledge that Peak Industrial, Inc. is not a contractor within the meaning of any federal, state or local law or regulation, that it therefore has not posed a bond and will post no bond, and that it has no duties or obligations of a contractor or sub contractor with respect to the Equipment, Peak Industrial, Inc. duties and obligations being limited to those describe in this Sales Order.

E. Any previous oral or written agreements relating to the subject matter of the Sales/Rental Order are hereby superseded, the parties expressly agreeing that the terms and provisions of this Sales/Rental Order shall constitute the full and complete agreement between Peak Industrial, Inc. and the Customer. All terms and condition of any other purchase order, rental order, sales order, or other writing of Peak Industrial, Inc. or of Customer, unless specifically described above and attached to this Sales/Rental Order, which are inconsistent with or different from the terms and conditions of this Sales/Rental Order shall be null and void. If any term or provision of this Sales/Rental Order shall be held to be invalid or unenforceable, the remaining terms and provisions of the Sales/Rental Order shall be valid and enforceable to the fullest extent permitted by law.

F. Peak Industrial, Inc. shall not be liable for its inability to perform any or all of its obligations under this Sales/Rental Order due to any cause beyond Peak Industrial, Inc. control, including but not limited to acts of God, acts or omissions of the Customer, acts of civil or military authorities, fire, weather, strikes or other laborer disturbances, civil commotion, war, terrorism, late delivery by Peak Industrial's suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or malfunctioning facilities. If any such cause results in a delay in performance by Peak Industrial, Inc., the date of performance shall be extended for a period equal to the time lost by reason of such delay and such extension shall be Customer's exclusive remedy.

G. This Sales/Rental Order and its interpretation shall be governed by the laws of the State where original sales or rental location takes place



Sales Quote

Page: 1

Range Servant America, Inc.

3000 Center Place, Suite 300
Norcross, GA 30093
USA

Sales Quote Number: SQ-1001966
Sales Quote Date: 1/16/2026

Sell

To: Sudden Valley Golf & CC
Kevin LeDuc
4 Clubhouse Circle
Bellingham, WA 98229

Ship

To: Sudden Valley Golf & CC
4 Clubhouse Circle
Bellingham, WA 98229

Tax Ident. Type

Legal Entity

Customer ID

C-104260

Ship Via

UPS GROUND

SalesPerson

Holcomb, G

Terms

Net 30 days

Item No.	Description	Unit	Quantity	Unit Price	Total Price
PDM0000	3 Gang Multiflex Ball Picker SD	Each	1	4,395.00	4,395.00
CBCC-NEW	Club Car Bracket (2015 - present)	Each	1	335.00	335.00
FREIGHT	Freight	Each	1	1,150.00	1,150.00
Freight is estimated and subject to change Quote for Kevin LeDuc, kleduc@suddenvalley.com 855-506-2219					

Amount Subject to Sales Tax 5880.00
Amount Exempt from Sales Tax 0.00

Subtotal: 5880
Invoice Discount: 0.00
Total Sales Tax: 499.80

Total: 6,379.80



Sales Quote

Page: 1

Range Servant America, Inc.

3000 Center Place, Suite 300
Norcross, GA 30093
USA

Sales Quote Number: SQ-1002197
Sales Quote Date: 2/7/2026

Sell

To: Sudden Valley Golf & CC
Kevin LeDuc
4 Clubhouse Circle
Bellingham, WA 98229

Ship

To: Sudden Valley Golf & CC
4 Clubhouse Circle
Bellingham, WA 98229

Tax Ident. Type

Legal Entity

Customer ID

C-104260

Ship Via

UPS GROUND

SalesPerson

Holcomb, G

Terms

Net 30 days

Item No.	Description	Unit	Quantity	Unit Price	Total Price
RST0001-25	Ball Washer, RS-Twist Black	Each	1	1,705.00	1,705.00
RSTWK	RS Twist Wheel Kit (Set of 4 Wheels)	Each	1	60.00	60.00
FREIGHT	Freight	Each	1	725.00	725.00
Freight is estimated and subject to change Quote for Kevin LeDuc 360-734-6435 Lift gate needed at delivery					

Amount Subject to Sales Tax 2490.00
Amount Exempt from Sales Tax 0.00

Subtotal: 2490
Invoice Discount: 0.00
Total Sales Tax: 211.65

Total: 2,701.65

The Best Will Always Have
Our Name On It.



PREPARED FOR:

Sudden Valley GC

Partner with the Industry Leader



ELITE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

January 5, 2026

Kevin LeDuc, PGA
Sudden Valley GC
4 Clubhouse Circle
Bellingham, WA 98229

Dear Jim,

Pacific Golf & Turf is honored to prepare this exclusive proposal for Sudden Valley GC and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and Pace Technology. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO, Cushman and Pacific Golf & Turf have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Sudden Valley GC.

With sincere appreciation,

Eric Bowen, PGA
(253)508-9192
ebowen@pacificgolfturf.com

Proposal

Sudden Valley GC

January 5, 2026

HAULER 1200 GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	1,200-LB VEHICLE LOAD CAPACITY	800-LB BED LOAD CAPACITY
12-CU-FT CARGO BED	FUNCTIONAL DASHBOARD WITH STORAGE	1,500-LB TOWING CAPACITY

ACCESSORIES

2026 Model Year	1
\$150 Gas Powertrain Surcharge	1
Body Color Bright White	1
10" Silver Wheel Cover (Set of 4)	1
K399 Load Star 20.5 x 8 - 10, 6 Ply Rated, Black Wheel	1
Side Decals Matte Black	1
Contoured Seat Gray	1
Two Wheel Mechanical Brakes	1
Small Fender Flares (Included with 10" wheels)	1
Steering Wheel Scorecard Holder	1
Halogen Headlights	1
Fuel/Oil Gauge	1
12 Volt Heavy Duty Battery	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
DFK Ball Cage - ROPS Certified	1
Miscellaneous Accessory (Set Up & Local Delivery)	1
Freight	1

Proposal

Sudden Valley GC

January 5, 2026

HAULER PRO ELITE

STANDARD FEATURES

COLOR: BRIGHT WHITE WITH GREY SEATS	K500, 18X8.5-8, 6 PLY TIRES ON BLACK WHEELS	TWO WHEEL MECHANICAL BRAKES
ELITE TWIN 4.2 BATTERIES WITH ELITE WORLD CHARGER	DC/DC CONVERTER	HALOGEN HEADLIGHTS, BRUSH GUARD

ACCESSORIES

2026 Model Year	1
Body Color Bright White	1
Side Decals Matte Black	1
Contoured Seat Gray	1
K399 Load Star 20.5 x 8 - 10, 6 Ply Rated, Black Wheel	1
10" Silver Wheel Cover (Set of 4)	1
Two Wheel Mechanical Brakes	1
Brush Guard	1
Comfort Grip Steering Wheel with Scorecard Holder	1
Small Fender Flares (Included with 10" wheels)	1
Halogen Headlights	1
State of Charge Meter	1
Hour Meter (Electric Models)	1
ELiTE 6.2 Batteries	1
Charger Cord - 5M (16ft) North American (For on board charger)	1
DC Converter (30 amp)	1
World Charger, ELiTE (3 m [10 ft] Cord)	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
DFK Ball Cage - ROPS Certified	1
Miscellaneous Accessory (Set Up & Local Delivery)	1
Freight	1

Proposal

Sudden Valley GC

January 5, 2026

Cash Purchase

✓	YEAR	MODEL	PAYMENT TERM	QTY	UNIT PRICE	UNIT TOTAL
	2026	Hauler 1200 Gas	Due on receipt	1	\$16,900.00	\$16,900.00
	2026	Hauler Pro ELiTE	Due on receipt	1	\$21,900.00	\$21,900.00
					TOTAL UNIT AMOUNT	\$38,800.00

FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2026	Hauler Pro ELiTE	1	60 Month	\$406.00	\$406.00
					MONTHLY AMOUNT	\$406.00

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2026	Hauler 1200 Gas	1	60 Month + \$0.00	\$334.00	\$334.00
					MONTHLY AMOUNT	\$334.00

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	January - December	May 2025	June 2025

SPECIAL CONSIDERATIONS

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, commodities and other factors will be determined 45 days prior to delivery.

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS

- Signed Credit Application
- Last Two Full years of Audited Financial Statements (Income Statement, Balance Sheet)
- YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.



Proposal

Sudden Valley GC

January 5, 2026

The terms of the Pace Technology Data Systems Agreement (available under "Download Documents" at <https://ezgo.com/pacetechnologyprivacy>) governs the use of Pace Technology systems and services, including the entry and processing of any Personal Data.

Pacific Golf & Turf at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, **Sudden Valley GC** must enter into a new lease or purchase agreement with Pacific Golf & Turf and the existing lease must be current and in good standing. Pacific Golf & Turf and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

Sudden Valley GC

Accepted by: _____

Title: _____

Date: _____

PACIFIC GOLF & TURF LLC

Accepted by: _____

Title: _____

Date: _____



Limited Warranty Terms and Conditions – TSV Commercial / Turf Vehicles

The Textron Specialized Vehicles Inc. (“Company”) provides that any new Model Year 2025 Cushman Commercial / Turf vehicle (the “Vehicle”) and/or battery charger purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the “Limited Warranty”). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee (“Purchaser”) for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the “Warranty Period”):

Vehicle	Warranty Period
Cushman Commercial/Turf Vehicles (Refresher, Shuttle, Hauler):	
<ul style="list-style-type: none"> • Frame – workmanship • Gas Engine • All other parts and components unless otherwise noted 	Lifetime 3 years 2 years
• INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 days
Lead Acid Deep Cycle Batteries	Earlier of 2 years or 23,000 amp hours*
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
• ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years
<i>* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.</i>	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser’s location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date: •

- of Vehicle delivery to the Purchaser’s location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner’s Manual, including but not limited to proper tire inflation, lack of charging, inadequate Lead Acid battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline Vehicle without installation of a heavy duty 12V battery;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on an electric powered Vehicle without installation of an adequately sized DC to DC converter to draw energy from the entire battery pack;
- adjustments are made to the injection pump fuel delivery system or CVT system; or • is equipped with non-standard tires not approved by the Company.

USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.



REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TXTSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646529G25





Par West
 17952 Lyons Circle
 Huntington Beach CA 92647
 United States
 Phone: (714) 893-1555
 Email: brandon@parwest.com

Quote
 #QUO4016
 2/9/2026

Bill To
 Sudden Valley Golf & Country Club
 Accounts Payable
 4 Clubhouse Circle
 Bellingham WA 98229
 United States

Ship To
 Sudden Valley Golf & Country Club
 Greg Wadden
 4 Clubhouse Circle
 Bellingham WA 98229
 United States
 (360) 296-6497

Customer: 322 Sudden Valley Golf & Country Club
Email: greg.wadden@suddenvalley.com

PO Number: Kevin Leduc

Notes: Range Picker

Entered By	Payment Terms	Outside Rep	Ship Service	Date Scheduled
Brandon Petersen	Net 30	Par West	Best Way	2/9/2026

Item	Quantity	UoM	Rate	Amount
DREBPSB-3 Range Picker, " Sandbagger Series", 3 Section	1	ea	\$3,916.75	\$3,916.75

Subtotal	\$3,916.75
Shipping Cost	\$648.55
Tax Total (8.8%)	\$401.75
Total	\$4,967.05

Delivery Instructions:

Sales Email: sales@parwest.com
Accounting Email: accounting@parwest.com
We Value Your Business!
parwest.com



QUO4016



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229
360-734-5320 www.suddenvalley.com

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen General Manager
Date: March 26, 2026
Subject: Approval Request – Annual Pool Service & Chemical Contract

Purpose

The purpose of this memo is to request board approval of the 2026 contract with Cesco Solutions for pool service and chemicals.

Background

Cesco has been SVCA’s Certified Pool Operator since 2015. They provide excellent service and have helped SVCA to keep our two pools open and healthy despite heavy usage. All public pools are required to have a Certified Pool Operator.

Analysis

Cesco’s annual contract estimates the cost of service and chemicals based on the previous year’s performance and their current costs. In 2025, we paid less than was estimated and less than in 2024. Cesco attributes this to more of the work to open and close the pool being completed by SVCA Maintenance.

Item	Cost	Weeks	Extension
Pool Controller Lease - weekly cost	\$ 50.00	18	\$ 900.00
Estimated Weekly Chemical Cost	\$1,217.00	18	\$ 21,906.00
Estimated Open/Close Pool Labor	\$ 737.50	1	\$ 737.50
Estimated Weekly Labor	\$1,032.50	18	\$ 18,585.00
Annual Pool Heater Service	\$1,475.00	1	\$ 1,475.00
Estimated Subtotal			\$ 43,603.50
Sales Tax			\$ 3,837.11
Total Estimated Cost			\$ 47,440.61

Request

I request that the SVCA Board of Directors approve the 2026 Cesco Solutions contract and authorize the General Manager to sign it on their behalf.

Motion

I move that the SVCA Board of Directors approve the 2026 Cesco Solutions contract and authorize the General Manager to sign it on their behalf.

Approvals

Recommended: _____ Not Recommended _____ Finance Committee

Signed: _____ Date: _____

Jean Maixner, Treasurer

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, Board President



CESCO
SOLUTIONS
a Tidal Vision company



Service and Lease Agreement Quote

Sudden Valley Community Association and Cesco Solutions

2650 Lake Lousie Rd
Bellingham, WA 98225

2227 Midway Lane
Bellingham, WA 98226

PROJECT LOCATION AND DESCRIPTION:

2025 weekly service Quote for two pools at Sudden Valley. Includes: Pool Controller lease for large pool; service, maintenance, and chemicals.

THIS SERVICE AND EQUIPMENT RENTAL AGREEMENT between: Cesco Solutions and Sudden Valley Community Association

Term: 2026 Swimming season start work May 4th to after Labor Day September 1st. (18 weeks)

Pool controller lease \$50 per week

Estimated weekly chemical costs \$1217

Estimated weekly labor \$1032.50

Estimated Startup and shut down labor is minimal (based on last year's excellent Sudden V efforts.)

Total Estimated Weekly Running Costs \$2299.50 per week at 8.6% tax \$197.76= \$2497.25

Annual Pool Heater Service \$1475.00

2025 Totals

We came way underestimates last season!

labor including annual pool heaters service was \$19,470 (Thanks to Mikes Team)

Chemicals and lease \$13,004. (Was a great year very low chemical usage!)

Pool Maintenance & Chemical Services Summary

Weekly Costs:

The estimated weekly cost is based on seven (7) labor hours, pool controller lease, and estimated chemical usage. Chemical usage varies due to weather and bather load. Sudden Valley will be billed weekly for actual chemicals delivered, along with labor and controller lease.

Pool Controllers:

Cesco will provide and maintain a leased chemical controller system for the large pool and retains ownership of that system. Sudden Valley owns the controller for the small (Quiet) pool. A tune-up is required and is estimated at approximately \$200 if operational, or up to \$500 if pH and/or ORP sensors require replacement.

Chemistry & Monitoring:

Cesco will set and maintain pool chemistry. Sudden Valley will monitor chemistry and is responsible for daily testing and recording as required by law.

Service Responsibilities:

Cesco will:

- Visit 2–3 times per week (Mon–Fri, 8am–5pm)
- Maintain chemistry levels
- Perform filter cleanings and backwashes

Sudden Valley will:

- Perform general pool cleaning and vacuuming
- Handle accidental fecal releases

Additional cleaning support from Cesco will be billed at standard service rates.

Hours & Rates:

Weekly service includes up to 7 labor hours.

Additional hours: \$147.50/hour

After-hours on-site support: \$221.25/hour

Phone support: No charge



CESCO
SOLUTIONS
a Tidal Vision company



ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. CESCO SOLUTIONS, Inc. is authorized to perform the work as specified. Payment will be made in accordance with the terms outlined above.

Customer Signature

_____ DATE _____

CESCO SOLUTIONS Signature

_____ DATE _____



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229
360-734-5320 www.suddenvalley.com

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen General Manager
Date: March 26, 2026
Subject: Capital Request – Marina Security Upgrade

Purpose

The purpose of this memo is to request board approval of funding for a proposed upgrade to SVCA’s marina security system.

Background

SVCA’s current marina security system includes ten cameras that stream video 24/7 and store video for reference. Five of the ten cameras are located on a pole that is powered through PoE (Power over Ethernet) delivered by buried ethernet cable. This is an older technology and it does not deliver enough power to support more modern devices that use cell or wifi signals to transmit data. This situation results in the cameras going offline frequently (several times per week) which makes them unreliable.

Analysis

To fix the problem with the marina security cameras, we propose to relocate an existing security pole, supply it with electricity, and install two new cameras. One of the cameras will give an enhanced 180’ view of the marina and the other is a specialized unit that captures license plates, allowing us to identify cars associated with acts of vandalism. The table below shows the budget estimates for this proposed project:

Component	Vendor	Cost
Relocation of security pole & trenching for electrical	On-call Contractor	\$4,465.00
Electrical work	Dillon Electric	\$2,300.00
Installation of two new cameras	Guardian Security	\$10,990.93
	Subtotal	\$17,755.93
	WA Sales Tax (8.8%)	\$1,562.52
	Total	\$19,318.45

Funding

The 2026 Capital Budget – CRRRF includes \$32,621 for the replacement of SVCA’s radio system. The current radio system remains in good condition, so it should not be replaced at this time. We propose to use a portion of the funds budgeted for replacement of the radio system for the proposed upgrade to the marina security system.

Request

I request that the SVCA Board of Directors approve \$19,318.45 from CRRRF for the proposed upgrade to the marina security system.

Motion

I move that the SVCA Board of Directors approve \$19,318.45 from CRRRF for the proposed upgrade to the marina security system.

Approvals

Recommended: _____ Not Recommended _____ Finance Committee

Signed: _____ Date: _____
Jean Maixner, Treasurer

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, Board President

**DAILY REPORT OF
HOURS WORKED**

Time and Materials

Job No.: _____ Project Name: Marina Entrance Security
 Item No.: _____ Date: 3/9/2026

Description of Work: Remove existing security pole that is abandoned, remove and backfill existing foundation, install new 8' precast pole foundation, and reinstall salvaged security pole. Trench approximately 60' from electrical meter to pole, install conduit, and wiring to power new security cameras mounted on pole. 2 circuits will be installed for option of adding a light if desired. Guardian will install 2 new security cameras - 1 to read license plates, and 1 that views 180 degrees across the marina parking lot. Trenching and relocation of security pole is assumed to happen under the On-Call contract. Hole for precast foundation is assumed to be excavated by SVCA with their vactor trailer.

Prime Contractor: _____ Subcontractor: _____

LABOR						
EMPLOYEE'S NAME	TRADE	STRAIGHT TIME		OVERTIME		DOLLAR AMOUNT
		HOURS	WAGE RATE	HOURS	WAGE RATE	
	Foreman	9.0	115.00			1035.00
	Laborer	9.0	75.00			675.00
						0.00
						0.00
						0.00
						0.00
Subtotal/Labor Costs:						1,710.00
Contractor's O.H. & P. %:						
01) LABOR TOTAL:						1,710.00
EQUIPMENT						
DESCRIPTION	INVOICE #	HOURS	UNIT PRICE	OPERATING		DOLLAR AMOUNT
				/ FUEL	USE TAX	
Tool Truck - w/ Foreman Above			0.00			0.00
Equipment Mobilization		1.0	450.00			450.00
Excavator		3.0	60.00			180.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Subtotal/Equipment. Costs:						630.00
Contractor's O.H. & P. %:						
02) EQUIPMENT TOTAL						630.00
MATERIALS						
DESCRIPTION	INVOICE #	QUANTITY	UNIT PRICE	USE TAX	DOLLAR AMOUNT	
8' Light Pole Base - Bode's Precast		1.0	725.00			725.00
						0.00
						0.00
						0.00
						0.00
						0.00
Subtotal/Equipment. Costs:						725.00
Contractor's O.H. & P. %:						
03) MATERIALS TOTAL						725.00
SUBCONTRACTORS						
DESCRIPTION	HOURS WORKED	RATE PER HOUR	OTHER COST		DOLLAR AMOUNT	
			DESC.	RATE		
Boom Truck - Bode's - Remove Existing Pole, Set Precast Base, and Reset Pole on New Base	8.0	175.00			1,400.00	
Electrical - Conduit & Wiring - Dillon Electric Dated 3-6-26	1.0	2300.00			2,300.00	
Guardian - 2 Security Cameras - Guardian Dated 3-9-26	1.0	10990.93			10,990.93	
					0.00	
					0.00	
Subtotal/Subcontractor Costs:						14,690.93
Contractors O.H. & P. %:						
04) SUBCONTRACTORS TOTAL :						14,690.93
05) SUBTOTAL (Line 1 + 2 + 3 + 4) =						17,755.93
06) PRIME'S M.U. (Line 5) x % =						
TOTAL AMOUNT DUE Line 5 + 6) =						17,755.93
WSST @ 8.8%						1562.52184
Total w/ WSST						19,318.45

VERIFICATION OF HOURS WORKED
 Contractor's Representative _____
 Owner's Representative _____
 PAYMENT ENTERED:
 On: _____ By: _____

Dillon Electric

PO Box 28463
Bellingham, Washington 98228
360-927-4844
office@dillonelectricwa.com



RECIPIENT:

PNW Civil

1750 Lake Samish Road
Bellingham, WA 98229

SERVICE ADDRESS:

20 Marina Drive
Bellingham, Washington 98229

Estimate #518	
Sent on	Mar 06, 2026
Total	\$2,300.00

Product/Service	Description	Qty.	Unit Price	Total
Entrance Light Pole	Install 60' of conduit from new meter base at marina entrance to relocated light pull Mount 12x12x6 j-box on pole Pull 2 dedicated circuits to pole j-box for - Wiring for future motion sensor light (wiring to j-box for now) - GFI protected outlets to accommodate powering security cameras. Install 2- 120v 20amp breakers in meter panel Test voltage at j-box	1	\$2,300.00	\$2,300.00

Total	\$2,300.00
--------------	-------------------

- This estimate is valid for 30 days from the date of issuance. Pricing for any materials & labor may be subject to change after 30 days.
- Dillon Electric excludes: drywall/paint repair.
- Any work requested or required outside of the original scope of this estimate will be considered a change order, and will be subject to additional costs.
- The client is responsible for providing access to the work area during agreed-upon hours, and ensuring the work area is clear of obstruction while work is in progress.
- Dillon Electric has a 1 year Warranty on labor & materials.



Proposal: 83070-1-0

CCTV

For the
Marina
Entrance

Prepared for:
Mike Brock

**Sudden Valley Community
Association**

10 Marina Dr
Bellingham WA, 98229

P
E Mike.brock@suddenvalley.com
W (360) 734-6430

Proposal Valid To:
4/8/2026

Proposal Issued:
3/9/2026

SCOPE OF WORK

Name: Sudden Valley Community Association

Site

Marina
10 Marina Dr
Bellingham, WA 98229

Billing

Sudden Valley Community
Association
4 Clubhouse Circle
Bellingham, Washington 98229

Contact

Mike Brock
P (360) 734-6430
E Mike.brock@suddenvalley.com

83070-1-0- For the Marina Entrance

Scope of work

Overview & Expectations

- Install surveillance cameras on Marina Entrance on pole (2 each)
 - 1 Multi Sensor
 - 1 License Plate Reader
 - 1 8MP Turret Camera mounted on office

Replace 2 Point to Points

Add 1 additional Point to Point for Marina Entrance Pole

Customer will provide pole with Power. Guardian will supply Nema Box

Existing Equipment

- Open Eye Camera System

Installation Details

Surveillance System

- Install two cameras on customer provided pole angled to see entrance of Marina and lot where boats are stored. & License Plates

Install 8MP Turret on office

LPR on pole to read license plates on all vehicles coming in entrance

- Point to point will be used replaced along with adding an additional Point to Point on Marina Entrance Pole

Parts Note

- Customer requirements

o Provide 20ft from ground pole for surveillance equipment

- Proposal contingent upon existing equipment being in working condition

- Any work outside of this scope will require a change order at additional cost

Best Site Contact

Mike Brock

(360)-734-6430

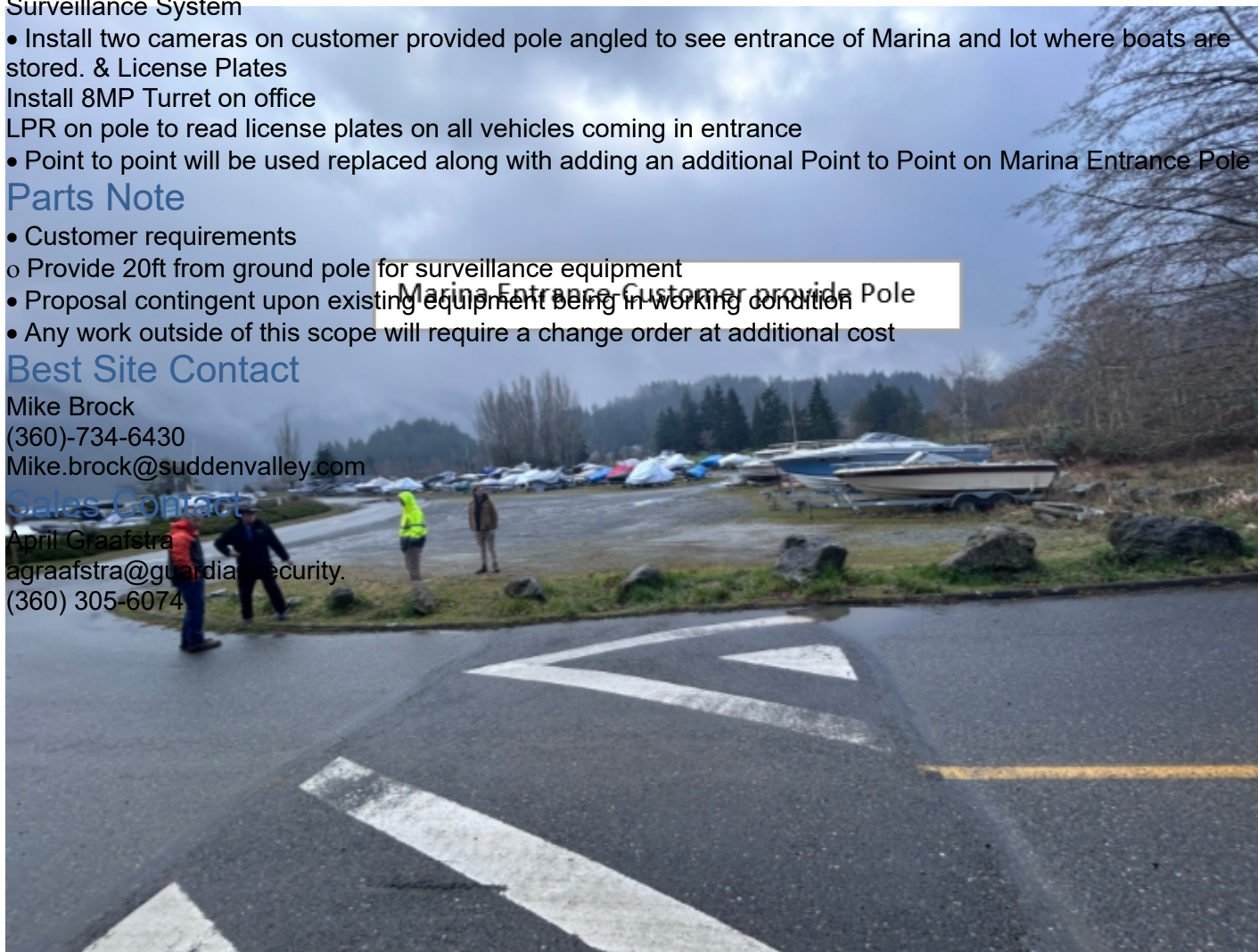
Mike.brock@suddenvalley.com

Sales Contact

April Graafstra

agraafstra@guardiansecurity.com

(360) 305-6074



PROJECT INVESTMENT

Name: Sudden Valley Community Association

Site

10 Marina Dr
Bellingham, WA 98229

Billing

4 Clubhouse Circle
Bellingham, Washington 98229

Contact

Mike Brock
P (360) 734-6430
E Mike.brock@suddenvalley.com

Marina Entrance Pole Cameras					\$8,202.59
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	AXIS	01165-001	AXIS T91B47 50-150MM POLE MOUNT INDOOR/OUTDOOR	\$106.53	\$106.53
1	AXIS	01782-001	Q1700-LE OUTDOOR, COLOR,2MP LICENSE PLATE READER	\$1,676.20	\$1,676.20
1	HUBBELL-WIEGMANN	52XE11	ENCL. NEMA 4, NON-METAL,GRAY,10X8X6, LATCH CLOSURE	\$186.97	\$186.97
1	OPEN EYE	OE-C9912M20	IN/OUT 20MP IP QUAD MULTISENSOR (5MPX4)	\$2,497.33	\$2,497.33
1	OPEN EYE	OE-CA00PMK-02	POLE MOUNT ONLY	\$49.33	\$49.33
1	OPEN EYE	OE-CA00WM-01	OE-CA00WM-01 WALL MOUNT THREADED FOR PENDANT ADAPT	\$62.67	\$62.67
1	OPEN EYE	OE-MDX0802	8 PORT POE 100W APPLIANCE W LINUX OS AND 2TB	\$1,242.67	\$1,242.67
2	OPEN EYE	OE-OWS247-SM	LICENSE	\$4.00	\$8.00

Labor:

QTY	Description
12	Security Install

Point to Points					\$2,788.34
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	HUBBELL-WIEGMANN	52XE11	ENCL. NEMA 4, NON-METAL,GRAY,10X8X6, LATCH CLOSURE	\$209.30	\$209.30
3	VITEK	VT-4P60G	6 PORT NETWORK SWITCH W/ 4 PoE PORTS	\$80.60	\$241.80
4	VITEK	VT-WB2150	5.8GHZ WIRELESS ACCESS POINT 150MBPS	\$147.76	\$591.04
4	TYCON POWER SYSTEMS	WMB-HD	HEAVY DUTY WALL MOUNT-1.5" OD X 8" WALL STANDOFF	\$16.55	\$66.20

Labor:

QTY	Description
12	Security Install

8MP Bullet Camera					\$1,638.21
QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	OPEN EYE	OE-C3012T8-S	IN/OUT 8MP IP TURRET 2.8MM AF-WDR-IR	\$625.37	\$625.37
1	OPEN EYE	OE-CA30JB-01	30-SERIES-DOME/TURRET JUNCTION-BOX	\$32.84	\$32.84

Labor:

QTY	Description
7	Security-Install

Financial Summary

Total Proposal Amount	\$10,990.93
Monthly Professional Services	\$12,629.14
	\$36.00

Note: Taxes are not included and will be charged at the time of invoice.

Project Investment Summary

Guardian Security will provide the proposed system as described in this proposal for the sum of: **\$12,629.14**

Guardian Security will provide services for 36 months and will charge this amount Monthly: **\$36.00**

The price above includes: materials, equipment and labor as described within this proposal. Taxes are not be included and will be charged additionally.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Guardian Security with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

Guardian Security Systems, Inc.

By: _____

Title: _____

Date: _____

Sudden Valley Community Association

By: _____

Title: _____

Date: _____

P.O.# _____ Start Date: _____

Terms and Conditions

Definitions:

“Equipment” means the systems, equipment, software, materials and other goods covered by the Services to be performed under this Agreement as identified in the respective work scope attachment(s) which are incorporated herein.

“Services” means those inspection and testing services to be provided by Guardian Security Systems, Inc. (“Guardian”) in support of Customer pursuant to this Agreement, as more fully detailed in the attached work scope attachment(s), which are incorporated herein.

Customer agrees to provide Guardian with ready access to all Equipment covered by this Agreement. Customer agrees Guardian is free to start and stop all primary Equipment incidental to the inspection and testing of the mechanical and life safety system(s) as called for in this Agreement, except as specifically designated by Customer. For such specifically designated Equipment, Customer shall provide at its sole expense, personnel to start/stop/operate the primary Equipment in conjunction with Guardian’s Services. Any Guardian return trips required as a result of lack of ready access to the Equipment will be billed as “Time and Material” service portal-to-portal in addition any other fees and charges set forth in this Agreement.

Hazardous Materials: Customer represents and warrants that, except as otherwise disclosed in writing, in the areas where GUARDIAN will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either in, on or within the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products, or hazardous/toxic substances, etc.; (b) situations subject to special precautions or equipment required by federal state or local health or safety regulations; (c) unsafe working conditions.

This Agreement assumes that the Equipment included in the attached work scope attachment(s) are fully operational. If during the inspection and testing Services provided by Guardian, Guardian observes any defects or deficiencies in the Equipment covered by this Agreement, Guardian shall report in writing to Customer the defects and deficiencies observed, along with estimated repair charges. Should Customer decline to repair/replace/correct the identified defects and/or deficiencies, the identified defective or deficient Equipment is to be removed from this Agreement and the charges adjusted accordingly.

This agreement is ONLY for inspection and testing of the identified Equipment. Guardian will not provide any service, repairs or replacements of Equipment identified in the work scope attachments(s) pursuant to this Agreement. Customer and Guardian may elect to enter into separate agreements for repair, replacement, correction and/or emergency services for the Equipment listed in the work scope attachment(s) to this Agreement.

All Services will be performed between the hours of 7:00 AM – 4:00 PM local time, Monday through Friday, excluding federal Holidays and normal Guardian-observed holidays. If Customer requests Guardian to furnish any Services outside of the above stated hours, all overtime or other additional expenses occasioned thereby, shall be billed to and paid by Customer

Customer cancellations or postponements of scheduled Services must be made not less than two regular business days prior to the scheduled appointment time. Any Customer cancellations or postponements of Services made less than two regular business days prior to the scheduled appointment time shall be assessed a reschedule fee of \$660.00 per technician.

Guardian shall not be liable for any damage caused by any GUARDIAN delay in furnishing or failure to furnish Services due to fire, flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate deposits, and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workman, inability to obtain material, war, act of God, or any cause beyond Guardian’s reasonable control.

Guardian does not represent nor warrant that the Equipment may not be compromised or circumvented, or that the Equipment will prevent any loss by burglary, hold-up, fire, or otherwise or that the Equipment will in all cases provide the protection for which it is installed.

Customer acknowledges and agrees that Guardian may assign this Agreement to any person, or entity, including another alarm company or financial institution, and further, may subcontract any of the Services to be performed pursuant to this Agreement. Customer acknowledges and agrees that this Agreement and particularly those sections relating to disclaimer of warranties, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees or subcontractors employed by Guardian; and that they bind Customer with respect to said assignees and subcontractors with the same force and effect as they bind Customer to Guardian. Customer may NOT assign its rights or delegate its obligations under this Agreement, in whole, or in part, without the prior written consent of Guardian, which shall not be unreasonably withheld. Guardian may assign its right to receive payment to a third party.

Price Billing and Term:

Time is of the essence in connection with payments due under this Agreement. In the event Customer is in default in the payment of any amounts due under this Agreement, Guardian may terminate this Agreement forthwith without notice to Customer and without any court order or further process of law; retain all amounts previously received from Customer; sue for and recover all unpaid amounts due hereunder, including but not limited to the amounts due under the Termination section of this Agreement, if applicable; and pursue and exercise any other remedy available under this Agreement or at law or in equity. All remedies are cumulative and may be exercised concurrently or separately. Customer agrees to pay Guardian all costs and expenses, including its personnel costs, all reasonable attorney fees and costs, incurred by Guardian in pursuing or exercising any of its rights or remedies at law or in equity, including costs of collection. Interest on unpaid amounts shall be charged at the rate of 1% per month or the highest rate allowed by law, whichever is less.

GUARDIAN may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down) and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the Customer and GUARDIAN, IF additional Equipment are added or deleted to the scope of this Agreement.

Following the initial term of this Agreement, as noted on the project investment summary found within this Agreement, this Agreement will automatically renew for successive one (1) year periods unless cancelled prior to the anniversary date with written notice received by Guardian at least thirty (30) days prior to the expiration of this agreement or any renewal thereof.

Following year one (1) of the initial term of this Agreement and following any automatic renewals beyond the initial term, this Agreement may be subject to a minimum price increase, effective on each Anniversary date of this Agreement, upon thirty (30) days written notice provided by Guardian to Customer, based upon the published U.S. Department of Labor, Consumer Price Index (CPI) provided, however, that in no event shall such increase be less than 2% or more than 5%.

Customer agrees to pay any sales, excise, use or other taxes and or fees, now or hereafter levied, which Guardian may be required to pay or collect in connection with this Agreement.

Early Termination: for any Agreements with more than one (1) year remaining in the initial term from the date of cancellation the Customer will be responsible to pay 50% of the annual fees, limited to one year's worth of annual fees, listed in financial summary within this Agreement.

Extent of Agreement: except as and to the extent provided herein, this Agreement represents the entire Agreement between Guardian and Customer for the Services described herein and supersedes all prior negotiations, representations, or Agreements between the Parties related to the Services described herein.

None of the provisions of this Agreement shall be modified, altered, or changed or voided by any subsequent document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

Dispute Resolution:

This Agreement shall be deemed to be made in King County, Washington regardless of the location of any office or representative of Customer, or the location of the Equipment or the place of signing by any party. This Agreement will be governed by Washington Law. The venue for any claim arising under this Agreement shall be in King County, Washington.

In the event of a dispute regarding the interpretation or enforcement of this Agreement, which results in litigation or arbitration, the prevailing party shall be awarded its reasonable attorney's fees and costs.

Limitation of Liability/Indemnification: CUSTOMER ACKNOWLEDGES THAT NEITHER THE GUARDIAN, NOR ANY OF ITS OR THEIR OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS, OR SUBCONTRACTORS ("PROTECTED PARTIES") IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT THE PAYMENTS MADE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF PROVIDING THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO GUARDIAN UNDER THIS AGREEMENT. EXCEPT AS SPECIFICALLY SET FOR ABOVE, THE GUARDIAN EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF ANY OF THE PROTECTED PARTIES ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. GUARDIAN MAY CHOOSE TO ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND GUARDIAN. IF GUARDIAN DOES SO, A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND GUARDIAN. UNDER NO CIRCUMSTANCE SHALL ANY AGREEMENT BY GUARDIAN TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD THE PROTECTED PARTIES LIABLE AS INSURERS.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR LOST PROFITS, LOST OR DAMAGED PROPERTY, LOSS OF USE OF PROPERTY OR THE PREMISES, GOVERNMENTAL FINES AND CHARGES, AND THE CLAIMS OF THIRD PARTIES. ALSO INCLUDED IN THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF THE PROTECTED PARTIES WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND RELEASE THE PROTECTED PARTIES FROM LIABILITY AND SHALL REIMBURSE THE PROTECTED PARTIES FOR ALL DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) INCURRED BY THE PROTECTED PARTIES IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION WHICH ARISE OUT OF OR RELATE TO THE SERVICES GUARDIAN PROVIDES. THIS PROTECTION/INDEMNITY INCLUDES CLAIMS BROUGHT BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S INSURANCE PROVIDERS, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

CUSTOMER'S DUTY TO PROTECT/INDEMNIFY THE PROTECTED PARTIES, HOWEVER, DOES NOT APPLY TO CLAIMS BASED ON INJURIES TO THIRD PARTIES OR TO THEIR PROPERTY THAT OCCUR WHILE THE GUARDIAN'S EMPLOYEES ARE ON THE PREMISES AND WHICH WERE CAUSED SOLELY AND DIRECTLY BY THOSE GUARDIAN EMPLOYEES.

IN CASE OF ANY THIRD-PARTY CLAIM OR LOSS COVERED BY CUSTOMER'S INSURANCE, CUSTOMER AGREES NOT TO LOOK TO THE PROTECTED PARTIES FOR REIMBURSEMENT. CUSTOMER WAIVES ANY RIGHTS THAT CUSTOMER'S INSURANCE CARRIER OR OTHERS CLAIMING THROUGH CUSTOMER MAY HAVE AGAINST THE PROTECTED PARTIES, INCLUDING ANY RIGHTS OF SUBROGATION OR INDEMNITY. CUSTOMER SHALL MAINTAIN SUCH LIABILITY AND PROPERTY INSURANCE AS CUSTOMER, IN ITS SOLE JUDGMENT, DEEMS NECESSARY OR APPROPRIATE TO PROTECT CUSTOMER FROM ANY DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) CUSTOMER MAY INCUR IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION WHICH ARISE OUT OF OR RELATE TO THE SERVICES GUARDIAN PROVIDES.