

**Addenda to Exhibit 1 to
City of Aurora Agreement for Portable Soccer Field
For the City of Aurora Community Services Department
Invitation to Bid 22-109**

In addition to the sale of the goods as set forth in Exhibit 1,

Mettle Sports LLC Agrees to move the Portable Street Soccer pitch ("Pitch") up to 10 times between April 1st – November 1st, 2023.

Mettle will provide all necessary crew and transport in order to strike, re-locate and set-up Pitch in designated locations.

Designated locations shall be communicated to Mettle via email to established contact with at least five (5) days notice in order to provide an opportunity to survey the locations for adequate, level area, free from obstacles (manhole covers, drains, etc.). The final decision as to safety of the sight will be made jointly by Mettle and the City of Aurora.

The cost to City of Aurora will be \$1200 per move and will include routine maintenance, defined generally as inspection of netting and hardware. Replacements due to non-warranted wear and tear will be suggested as necessary with cost estimates. Mettle will invoice for the move cost plus and necessary replacement parts immediately following each move. Payment terms are NET 30.

Mettle agrees to move the pitch anywhere within a 15-mile radius of current placement.

Mettle is not responsible for decals, balls, management of the use of the Pitch or any service other than the placement of the Pitch at the designated location.

Limited Product Warranty. Upon delivery and for a period of twenty four (24) months from the time of delivery, Seller warrants that the Products shall be manufactured in accordance with the specifications and be free from defects in materials and workmanship. In the event that a Product fails to comply with this limited product warranty, normal wear and tare excepted, Seller shall either repair or replace the non-conforming Product at Seller's option.