

TRACKMAN

INDOOR GOLF

Flexcage Medium



Medium IGP Cage Plans— Ted Pogorelc

Installation Address: 2210 5th Street Northeast, Washington, DC 20002,
USA
Main contact name: Ted

TM project number: 24634
Revision no.: 2
Revision date: 3/27/2025
Revision by: TYBE

Board of Zoning Adjustment
District of Columbia
CASE NO. 21423
EXHIBIT NO. 10

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CUSTOMER RESPONSIBILITIES

Prior to installation, the customer is responsible for the following:

1. Acceptance and storage of multiple shipments (at job site), including freight delivery, up to 2 weeks prior to installation;
2. Freight delivery can exceed 8'x3'x3', Turf roll can exceed 15' x 3' in size.
3. Final designs agreed upon with project management team. Deadline: 6 weeks prior to install date;
4. Simulator room should be clean and dust free prior to installation;
5. Provide adequate access to simulator space for transporting large turf roll;
6. Provide contact information of your assigned project manager for questions onsite and during installation;
7. Establish timeline for TrackMan access to the site during installation;
8. Electrician on site during construction (if needed). TrackMan does not perform installations which by law requires a certified electrician;
9. Hard wired and WIFI internet connection for PC in simulator room
10. Power requirements for simulator (power sockets or junction boxes close to the applications)
11. All required prerequisites and other room requirements completed: Electrical outlets terminated & plated, conduit, blocking, painting complete, projector cable, fire sprinklers, alarms, detectors, etc.
12. 2 ladders high enough for ceiling access
13. Provide TM with any info on possible floor heating
14. Optimal room light installed and functional as per requirement (see NOTE below);
15. Final disposal of waste from installation. TrackMan will remove waste to customer provided location on site;
16. Space and access free of furniture, couches, chairs, coffee table, floor trim, computer cabinet etc.

Expect the following freight shipments* to arrive (can be separate shipments):

- TrackMan Indoor Golf component crate (5' x 3' x 3')
- Customized turf order (large rolls up to 15' x 2')
- Custom screen enclosure order (large crate up to 10' x 2' x 2')

**Items may vary based on installation. Freight shipments will be scheduled delivery by customer and must be stored on-site prior to install by client. Shipments will be unloaded by front door unless otherwise agreed to. Any storage or extra freight/moving cost will be assumed by the customer.*

NOTE: Room lighting (TrackMan recommended or approved alternative).

- * TrackMan Simulator may have specific lighting requirements depending on each client's expectations. When playing TrackMan Virtual Golf Courses, the room should be dark to allow projected image to be as bright as possible.
- * When using TPS Software with external video analysis, the room lighting will need to be bright to help the high speed cameras capture the best quality image.
- * When using TM Impact Location a minimum of 700 LUX is required around the measuring area, to provide ball impact location—see appendix for details. Please be sure to contact your TrackMan Sales Rep for more information.

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SIMULATOR TERMS AND CONDITIONS 1/3

These Terms and Conditions for TrackMan Simulator (the "Simulator Terms and Conditions") together with TrackMan's General Terms and Conditions (collectively the "Terms") shall exclusively apply to all confirmed Purchase Orders for purchase and delivery of TrackMan Simulator products, including installation and integration services, between the customer identified in the Purchase Order (the "Customer") and TrackMan Inc. ("TrackMan"). Any acceptance or order by Customer stating different or additional terms from those stated in the Purchase Order and the Terms are not binding or effective unless expressly agreed to in writing and duly signed by TrackMan. Any terms and conditions set forth by Customer shall not at any time form a part of the Purchase Order or any other contract or agreement between Customer and TrackMan.

Unless otherwise expressly stated in these Simulator Terms and Conditions, TrackMan's General Terms and Conditions shall apply to any delivery of goods and/or services under the Purchase Order.

1. Product Information

Information in product sheets and price lists are binding only to the extent that they are by reference expressly included in the Purchase Order.

2. Delivery and shipments

The risk of accidental destruction of or damage to the goods delivered under any Purchase Order passes to the Customer at the time and date when the goods are delivered to the Customer's address. The Customer shall be responsible for accepting shipments and storing in a dry, protected environment until installation.

Customer shall inspect the outside of packages received and immediately alert TrackMan of any signs of damage as soon as the packages are received. Any additional cost to store, relocate, change address will be at the customer's expense. Many shipments will include freight delivery and delivered items can exceed 8'x3'x3' in size and require on-site storage at the Customer's premises until TrackMan's installation team arrives. You will be notified as items begin to ship but should expect to receive multiple shipments up to 2 weeks prior to scheduled installation date.

Shipping costs are based on the Customer receiving multiple shipments of assorted components. By execution of the Purchase Order the Customer accepts his/her responsibility associated with receiving shipment of the goods.

Promptly upon completion of the installation, a representative of the Customer and a representative of TrackMan (most often the installer) shall inspect the installation. Provided that no material defects are identified in connection with the inspection, the installation shall be considered complete and accepted by the Customer. Subsequent to the installation, Trackman will ensure that a proper training session on the use of the simulator and its features is facilitated.

3. Warranties

TrackMan warrants that all installation and integration services shall be performed in a workmanlike manner and that materials are free from defects. This warranty expires on the date falling 90 days from the date of completed installation.

Fixtures, equipment, cabling, flooring, netting, screens, and/or electronics not manufactured by TrackMan, shall be covered only by the original equipment manufacturer's warranty after the initial 90 day period.

This list includes, but is not limited to the following items: TV's, Monitors, Touchscreens, Computers, Cameras, Projectors, Sound System, Lights, Screens, Netting, and Cage. Should one of these items fail and be replaced by the manufacturer's warranty, the Customer shall be responsible for removing and installing the replacement component(s). Any onsite repair or replacement of goods is subject to a repair/installation charge (including associated travel costs).

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SIMULATOR TERMS AND CONDITIONS 2/3

Normal wear and tear of materials is not covered by TrackMan's warranty. The impact screen, side walls, ceiling, hitting turf, and other components will show wear (and eventually fail) from repeated impacts. For example, in commercial environments the customer should expect and budget to replace the impact screen every 12 months.

Information on warranty with respect to goods manufactured by TrackMan can be found in the TrackMan General Terms.

Any alleged breach of warranty shall be notified to TrackMan as soon as possible. The notice shall contain a description of the alleged breach.

DISCLAIMER. OTHER THAN EXPRESSLY SET FORTH HEREIN, THE TRACKMAN GOODS ARE PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, NON-INFRINGEMENT, WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TRACKMAN DOES NOT WARRANT THAT THE OPERATION AND USE OF THE GOODS AND ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. Payment

Customer shall make a non-refundable upfront payment of an amount equal to 50% of the total purchase price under the Purchase Order to obtain a spot in the installation calendar and start the ordering process. The remaining 50% of the purchase price is due and payable on the date falling 5 weeks prior to the scheduled installation works. A 2% transaction charge on credit card payments may apply.

All payments shall be effected in the currency appearing in the Purchase Order or other clearly agreed currency. In the event of delayed payments an interest of 1% per commenced month shall accrue on the outstanding amount.

All amounts are exclusive of any VAT, taxes or duties (e.g. sales tax or import duties). If the Customer is required to make any tax deduction or withholding from any payment to TrackMan under the Purchase Order, the amount of the payment due from the Customer shall be increased to such amount which is necessary to ensure that TrackMan receives a net amount, which (after making the required tax deduction or withholding) equal to the payment which would have been due if no tax deduction or withholding had been required.

5. Title

Until payment has been received in full by TrackMan, title to the goods, including any TrackMan Radar (Launch Monitor), shall remain with TrackMan, and in the event of non-payment, TrackMan shall, in addition to all other rights and remedies available to TrackMan, be entitled to recover possession of the goods.

6. General Limitations of Liability

IN NO EVENT WILL TRACKMAN, ITS OFFICERS, DIRECTORS, MEMBERS, AFFILIATES, AGENTS, EMPLOYEES, AND CONSULTANTS HAVE ANY LIABILITY UNDER THE PURCHASE ORDER TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF TRACKMAN HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING TRACKMAN SHALL IN NO EVENT BE LIABLE FOR DOWN-TIME, LOSS OF DATA OR DATA BEING RENDERED INACCURATE, LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY THE CUSTOMER OR THRID PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS. TO THE EXTENT PERMITTED BY LAW TRACKMAN DISCLAIMS ANY PRODUCT LIABILITY.

TRACKMANS AGGREGATE LIABILITY WHETHER UNDER CONTRACT, LAW, TORT LAW, WARRANTY OR OTHERWISE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO TRACKMAN DURING THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE LIABILITY.

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SIMULATOR TERMS AND CONDITIONS 3/3

7. Compliance with fire code etc.

Customer and TrackMan expressly agrees that the Customer is solely responsible for ensuring that the premises at which the TrackMan Simulator products are installed both before and after the installation hereof, at all times satisfy any and all applicable fire codes and health and safety regulations and laws, whether State or Federal. The Customer undertakes to arrange for any required fire safety inspections of the premises after installation of the TrackMan Simulator products in accordance with applicable laws and regulations.

TrackMan disclaims any and all liability that may arise in connection with or as consequence of any failure by the Customer or any of its officers, directors, employees, contractors or agents to ensure full compliance with applicable fire codes and health and safety regulations from time to time, whether state or Federal.

8. Indemnification by Customer

Customer agrees to indemnify, defend and hold TrackMan and its directors, officers, employees and agents harmless against any and all third-party claims, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly incurred by TrackMan as a result of Customer's breach of the Purchase Order or the Terms.

9. Project Rescheduling Policy

TrackMan requires 7 weeks lead time to properly source and ship materials and book travel and accommodation for the installation team. TrackMan works directly with the Customer (not intermediaries) to confirm if installation date is being changed (written documentation by email is required).

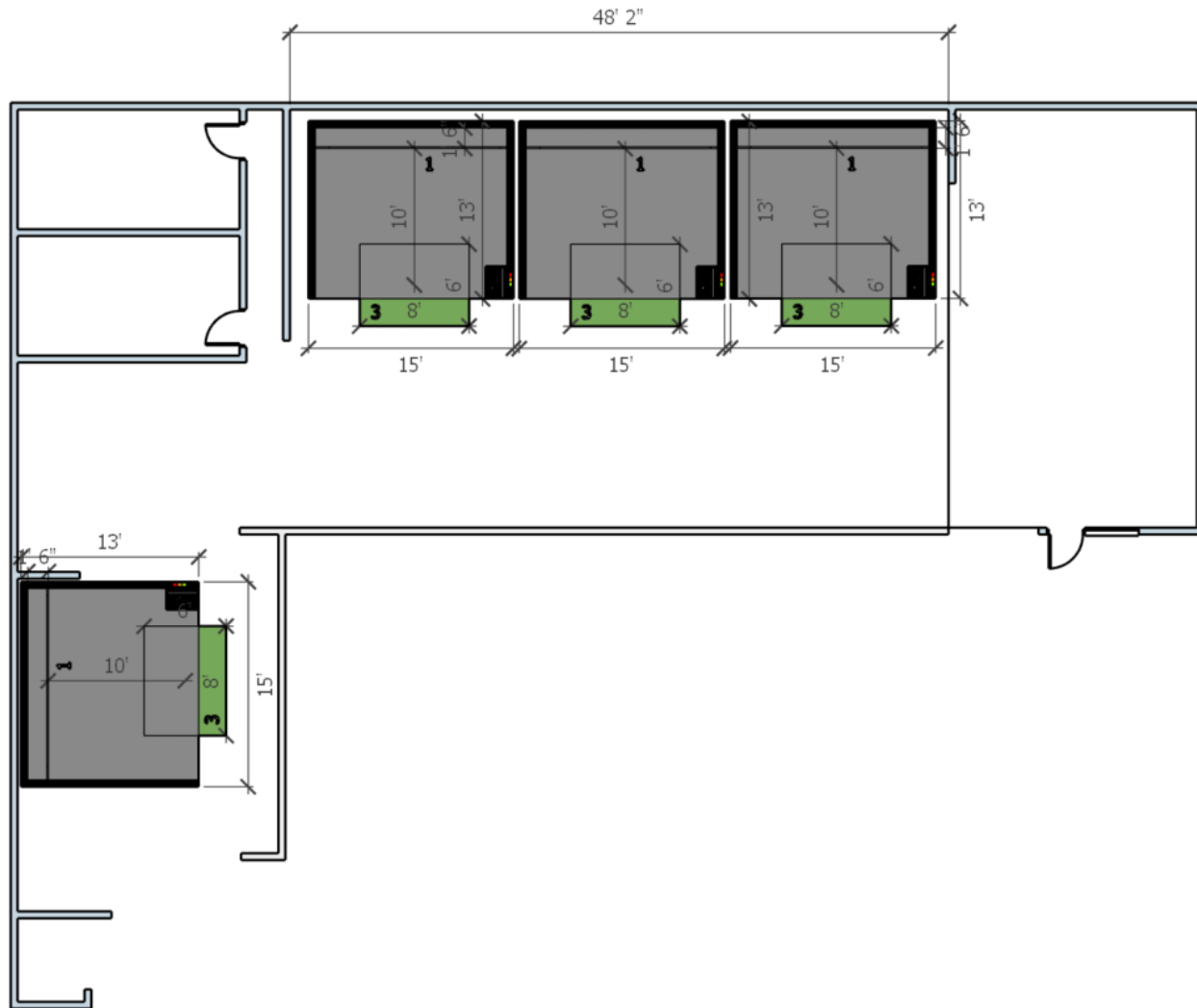
Pending confirmation: Rescheduling an installation is not accepted within 20 business days of the agreed installation start date. Penalty: USD 3,500 charge + any non-refundable fees.

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APPENDIX B: FLOOR PLAN



- 1) Simulator Enclosure (15'W x 13D x 10'2"H)
- 2) PC Cabinet location. **Please provide:**
 - A. 110v duplex outlet for power to PC
 - B. 1.5" conduit from projector to Computer location (if mounted outside cage)

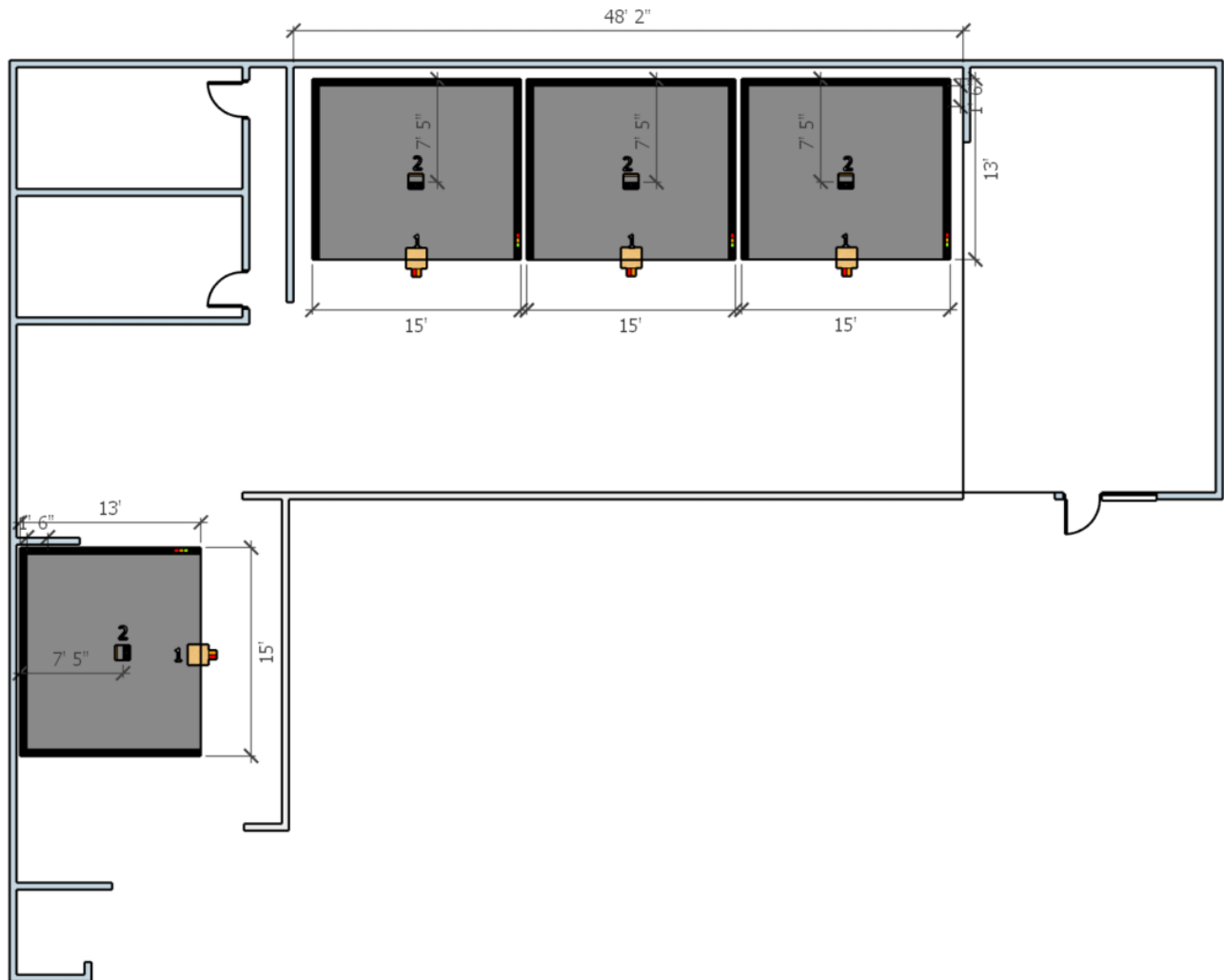
Touchscreen monitor to rest on top of PC cabinet
- 3) Tee Line Hitting Mat

****Internet connectivity HIGHLY recommended prior to install****

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APPENDIX B: CEILING PLAN



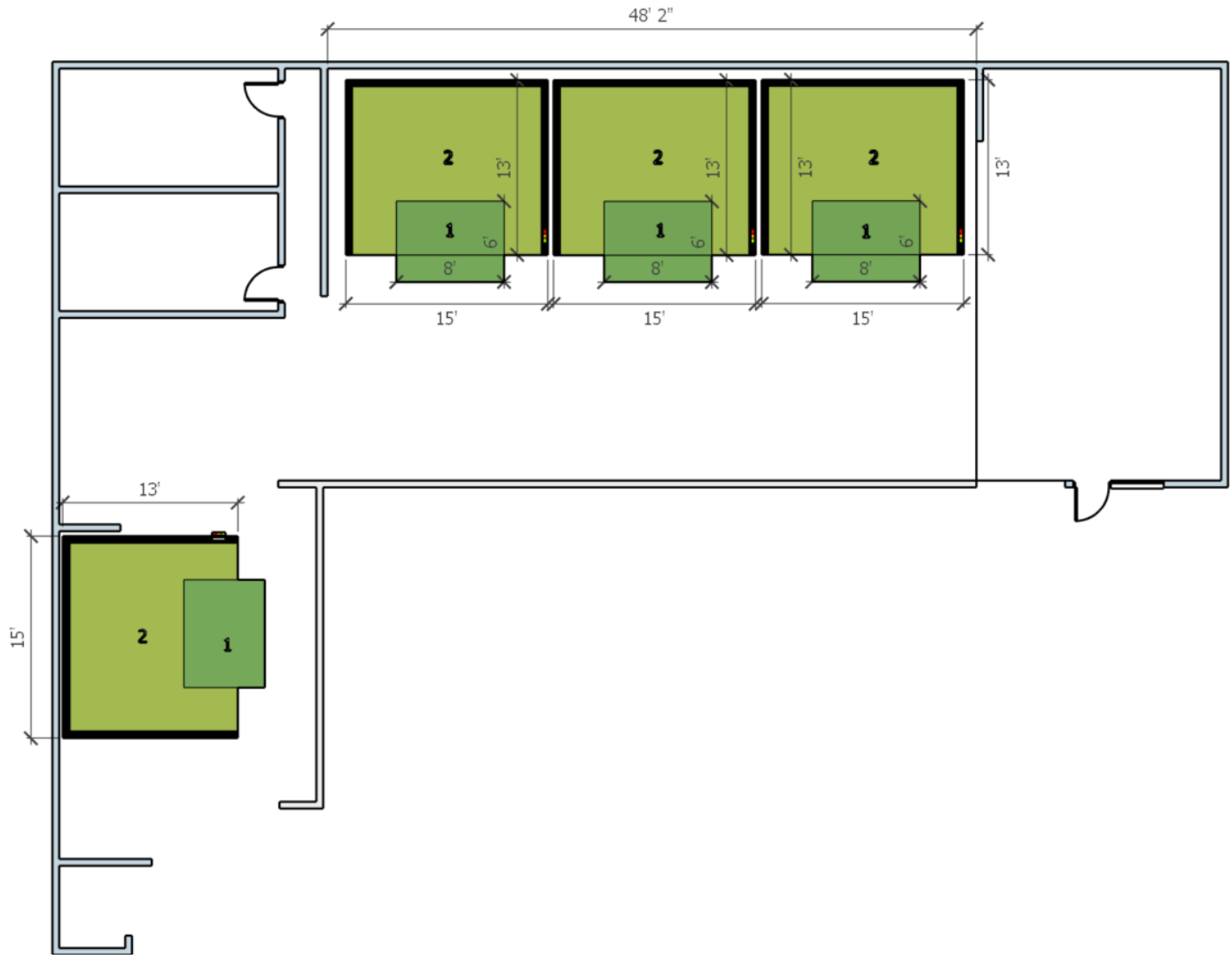
- 1) Projector Location (Epson PowerLite L635SU)
- 2) TrackMan iO Radar: Radar needs to be plugged into nearest outlet so radar can constantly have power. Cat 6 will be ran from PC to top of cage. If cabinet is located away from enclosure. **Please provide 3/4" conduit from PC to TMIO location**

All lights, sprinklers, soffits, and fans in the "Simulator Enclosure" area will potentially need to be removed prior to installation—consult Sim Ops Manager

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APPENDIX B: TURF PLAN



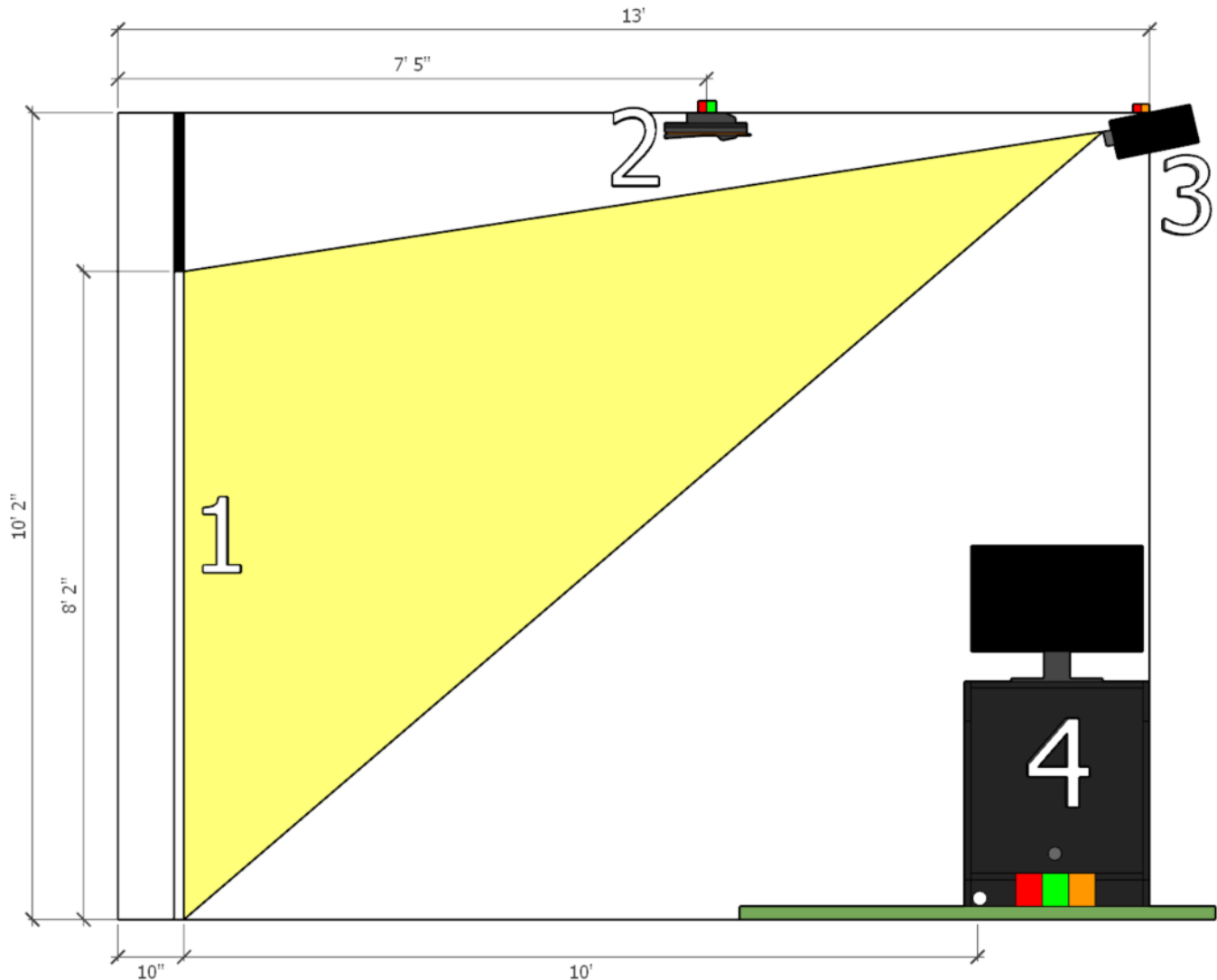
5/8" foam underpad applied to sub-floor. Putting turf applied to underpad.
 Hitting mat recessed into putting turf and underpad and applied to sub- floor.
 This provides flush surface for putting. Total pile height 1" high

- 1) Tee Line Hitting Mat (1 3/8" H)
- 2) Putting Turf (3/8"H)

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APPENDIX B: SIDE ELEVATION



- 1) Impact Screen by TM. Projected Image: 13' x 8'2" (MAX Screen H)
- 2) TrackMan iO Radar: Radar needs to be plugged into nearest outlet so radar can constantly have power. Cat 6 will be ran from PC to top of cage. If cabinet is located away from enclosure. **Please provide 3/4" conduit from PC to TMIO location. 110V duplex outlet on ceiling above IO location.**
- 3) Projector Location (Epson PowerLite L635SU)
- 4) PC Cabinet location. **Please provide:**
 - A. 110v duplex outlet for power to PC
 - B. 1.5" conduit from projector to Computer location (if mounted outside cage)

Touchscreen monitor to rest on top of PC cabinet

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APPENDIX B: SCREEN ELEVATION



- 1) HQ Impact Screen by TM
Projected Image: 13' x 8'2" (MAX Screen H)
- 2) Black trim kit covers this area to conceal mounting hardware

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APPENDIX G: COMPONENT EXAMPLES

TrackMan iO Device: MAX MOUNTING HEIGHT 10'

Supplied by TrackMan, requires blocking for mount. Outlet installed in ceiling directly behind device with 3/4" conduit for CAT6 connection .

See link for install instructions:

Installation type A (9'-4" – 10'): https://www.dropbox.com/s/p65nomxlz13usgp/miysis3d_trackman_2023_animation_A_FINAL_04.mp4?dl=0

Installation type B (10'-1" – 11'-10"): https://www.dropbox.com/s/1tgqu3f2fci776v/miysis3d_trackman_2023_animation_B_FINAL_05.mp4?dl=0



Projector:

Standard 6500 Lumen or Upgraded Laser Model

Plated conduit and outlet behind projector

All outlet coverings and conduit coverings to be provided by client



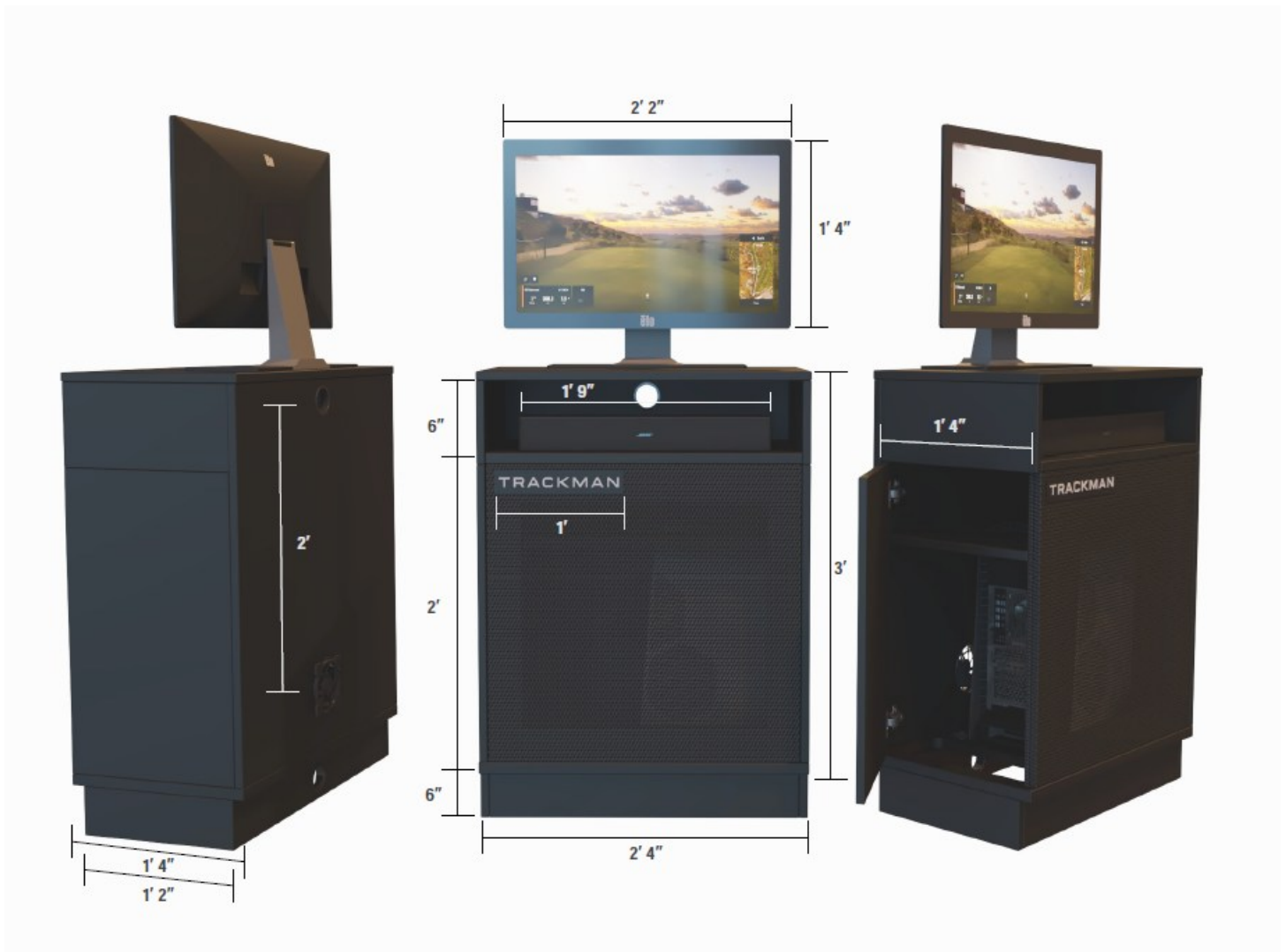
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APPENDIX G.2: COMPONENT EXAMPLES

PC Cabinet:

Supplied by TrackMan, opening in bottom or back for cords.



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APPENDIX G.3: COMPONENT EXAMPLES

PC:

Supplied by TrackMan, 110v power required, 1.5" conduit from projector terminates at back of PC for HDMI run. **If building cabinetry to house, leave additional space for cords to plug into back of PC.



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APPENDIX H: TRACKMAN iO



TRACKMAN iO

GETTING STARTED



PACKAGE CONTENTS

- 1 Trackman iO box
- 2 Calibration board
- 3 Trackman iO with protective foil and mounting plate
- 4 Power cable (country specific)
- 5 Power adapter
- 6 Flashlight
- 7 4 pcs M6 12 mm screws for VESA 100x100 mount (NOT included) plus 2 pcs spare screws
- 8 Tee
- 9 Tee marker
- 10 USB stick (contains safety and conformity guide, installation instructions and software)
- 11 3 pcs AAA Battery
- 12 Box contents and safety instructions
- 13 Ceiling bracket (attached to Trackman iO)

DEFINITIONS

LH: Left hand

RH: Right hand

Target point: A spot or line that indicates the preferred aiming direction

TPS: Trackman Performance Studio (PC Software)

EQUIPMENT NEEDED (NOT INCLUDED):

- Ladder
- Pen or pencil
- Portable drill with ceiling surface-specific drill bits
- 4 pcs 4 mm x 30 mm ceiling surface-specific screws
- 4pcs 6mm x 35mm raw plugs (wall anchors)
- Blanket or towel
- Ethernet cable (minimum Cat6/shielded)
- 2 golf clubs or alignment sticks.
- Screwdriver (choose standard or Phillips based on the screws you are using)
- Bubble level

If you are not mounting your Trackman iO directly to the ceiling using the attached ceiling bracket, you will require additional equipment:

- VESA mount (100x100, with rotary joint and adjustable drop pole/bracket)
- Plumb line (or laser level, or heavy-duty tape measure)