THE HAMMOCKS COMMUNITY DEVELOPMENT DISTRICT

SEPTEMBER 10, 2025

AGENDA PACKAGE

CONFERENCE CALL IN: 616-838-1601 CONFERENCE ID: 713182033#



11555 HERON BAY BLVD. SUITE 201 CORAL SPRINGS, FLORIDA 33076

THE HAMMOCKS COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors:

Frances Plantikow, Chairperson Mike Henke, Vice Chairperson Alex Manero, Assistant Secretary Jeff Bryson, Assistant Secretary Keiton Best, Assistant Secretary David Wenck, District Manager Whitney Sousa, District Counsel Robert Dvorak, District Engineer

Meeting Agenda

September 10, 2025 - 8:00 a.m.

TEAMS: Dial-in by phone +1 646-838-1601 - 713182033#

Meeting ID: 283 940 564 979

Passcode: JessVj

- 1. Call to Order and Roll Call
- 2. Public Comments on Agenda Items
- 3. Consent Agenda
 - A. Approval of the Minutes of August 13, 2025 Meeting
- 4. District Manager Report
- 5. District Attorney Report
- **6.** District Engineer Report
 - A. Hairy Tree Care Proposal
- 7. SOLitude Report
- 8. New Business
 - A. Golf Coast Sports Quote
- 9. Supervisors' Requests
- 10. Audience Comments
- 11. Adjournment

NOTE: Next Meeting Scheduled for October 8, 2025

Third Order of Business

3A.

MINUTES OF MEETING THE HAMMOCKS COMMUNITY DEVELOPMENT DISTRICT

1	The regular meeting of the	Board of Supervisors of the Hammocks Community		
2	Development District was held on Wednesday, August 13, 2025 at 8:00 a.m. at the Brentwood			
3	Clubhouse, 8504 Sandpiper Ridge Avenue, Tampa, Florida 33647.			
4				
5 6	Present and constituting a quorum were:			
7	Mike Henke	Vice Chairperson		
8	Alex Manero	Assistant Secretary		
9	Jeff Bryson	Assistant Secretary (via phone)		
10	Keiton Best	Assistant Secretary (via phone) Assistant Secretary		
11	Ketton Dest	Assistant Secretary		
12	Also present was:			
13	David Wenck	District Manager		
14	2012011	2 is the trianger		
15	Absent was:			
16	Frances Plantikow	Chairperson		
17		1		
18				
19				
20	The following is a summary o	f the discussions and actions taken.		
21				
22	FIRST ORDER OF BUSINESS	Call to Ouday and Dall Call		
	THE OTELL OF BUSINESS	Call to Order and Roll Call		
23		er, and a quorum was established.		
23	The meeting was called to order	er, and a quorum was established.		
2324	The meeting was called to order On MOTION by Mr.	er, and a quorum was established. Manero seconded by Mr. Best, with all in		
232425	The meeting was called to order On MOTION by Mr. favor, Mr. Bryson wa	er, and a quorum was established.		
23 24 25 26	The meeting was called to order On MOTION by Mr.	er, and a quorum was established. Manero seconded by Mr. Best, with all in		
232425	The meeting was called to order On MOTION by Mr. favor, Mr. Bryson wa	er, and a quorum was established. Manero seconded by Mr. Best, with all in		
23 24 25 26 27	• The meeting was called to order On MOTION by Mr. favor, Mr. Bryson wa meeting by phone. 3-0	Manero seconded by Mr. Best, with all in a suthorized to participate and vote at this		
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41			
42	FOURTH ORDER OF BUSINESS	Public Hearing to Consider Lo	evying
43		Assessments	
44	• There were no residents to participate in	the public hearing.	
45	A. Consideration of Resolution 2025-05, I	Levying Assessments	
46	On MOTION by Mr. Manero sec	conded by Mr. Henke, with all in	
47	favor, Resolution 2025-05, Levyi	ing of Assessments, was adopted.	
48	4-0		
49			
50	FIFTH ORDER OF BUSINESS	Consent Agenda	
51	A. Approval of the Minutes of August 13,	e	
52	B. Approval of June 2025 Financial State	e e e e e e e e e e e e e e e e e e e	
53	C. Acceptance of Arbitrage Engagement	Letter for Rebate Services	
54	D. Acceptance of The Hammock 2nd Quan		
55			
56	On MOTION by Mr. Henke see	conded by Mr. Best, with all in	
57	favor, the Consent Agenda was ap	pproved. 4-0	
58			
59	SIXTH ORDER OF BUSINESS	District Manager's Report	
60	A. Consideration of Resolution 2025-05, A		e
61			
62	On MOTION by Mr. Manero sec	conded by Mr. Henke, with all in	
63		proving the FY 2026 Meeting	
64	Schedule was aadopted. 4-0		
65	<u> </u>		
66	B. Red Tree Proposal - Pine Tree Remov	al	
67			
68	On MOTION by Mr. Manero sec	conded by Mr. Henke, with all in	
69	favor, the Red Tree Proposal for	pine tree removal was approved.	
70	4-0		
71	1		
72	SEVENTH ORDER OF BUSINESS	District Attorney Report	
73	• There being no discussion, the next order	of business followed.	
74	•		
75	EIGHTH ORDER OF BUSINESS	District Engineer Report	
76	A. Hairy Tree Care Proposal		
77	 This item was tabled until additional proj 	posals can be obtained.	
78			
79	NINTH ORDER OF BUSINESS	SOLitude Report	
80	• The Board reviewed the report.		
81			
82	TENTH ORDER OF BUSINESS	New Business	
83	A. Golf Coast Sports Quote		
84	 This item was tabled. 		

The Hammocks CDD

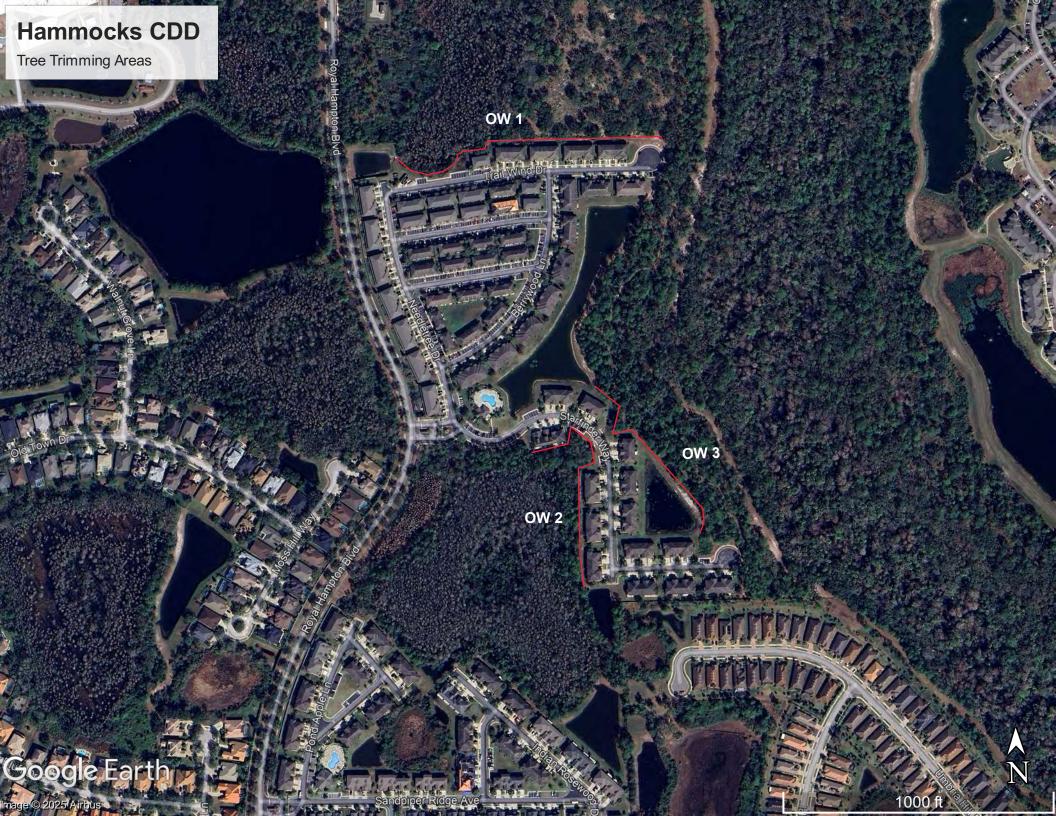
94 Mike Henke 95 Vice Chairperson

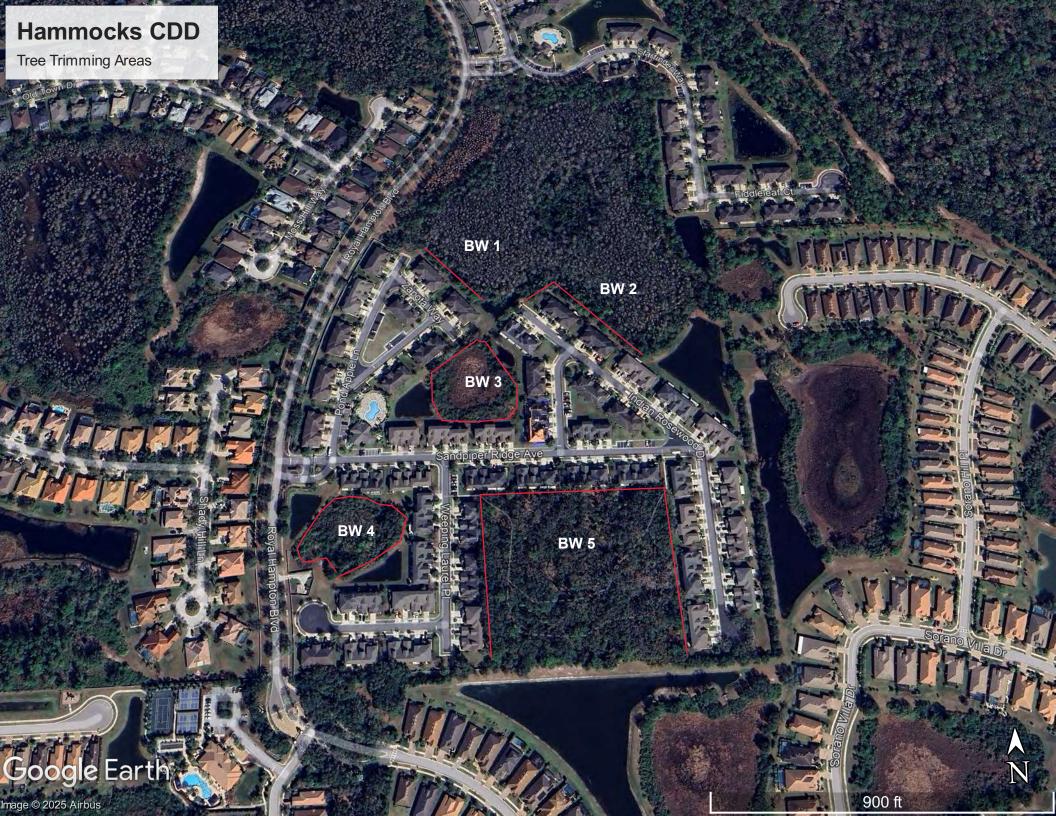
Sixth Order of Business

6A

Hammocks CDD - Tree Trimming Project				
Area	Cost to Complete	Days to complete		
OW 1	\$ 4,575.00	3/4		
OW 2	\$ 4,325.00	1		
OW 3	\$ 1,475.00	1/2		
BW 1	\$ 2,975.00	1/2		
BW 2	\$ 5,925.00	1		
BW 3	\$ 4,625.00	1		
BW 4	\$ 4,575.00	1		
BW 5	\$ 10,475.00	2		
Total	\$ 38,950.00			

Contractor Information	
Contractor Name:	Hairy Tree Care
Contact Name:	John McFerrin
Contact Phone Number:	321-655-9832
Contact Email:	john@findhairy.com
Time Frame to start work:	TBD by customer







Quote Hairy Tree Care

9323 Hunters Park Way Tampa FL 33647 321-655-9832 John@findhairy.com

BILL TO Hammocks CDD Contact: Kirk Wagner Quote # Date 323 30 Jul 2025

Item	Quantity	Price	Amount
Removal - BW5	1	\$1,700.00	\$1,700.00
8541 Sandpiper Ridge			
22" DBH Live oak removal. Includes stump grinding and cleanup			
Removal BW5	1	\$900.00	\$900.00
8535 Sandpiper Ridge Ave			
Removal of vine covered trunk about 16' tall			
Crown Reduction - BW5	1	\$900.00	\$900.00
20115 Weeping Laurel Pl			
Heavy crown reduction behind unit			
Removal - BW5	1	\$1,800.00	\$1,800.00
20113 Weeping Laurel Pl			
17" DBH behind unit, about 60' tall leaning towards unit. No lateral limbs up to 35'. Amount includes stump grinding.			
Removal - BW5	1	\$1,550.00	\$1,550.00
20109 Weeping Laurel Pl			
18" DBH live oak removal with 45 degree arch. Amoy t includes stump grinding.			

Subtotal \$6,850.00

Grand Total

\$6,850.00

Seventh Order of Business





The Hammocks CDD Waterway Inspection Report

Reason for Inspection:

Inspection Date: 2025-09-03

Prepared for:

District Manager

Prepared by:

Kevin Wilt, Service Manager

Wesley Chapel Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

TABLE OF CONTENTS

Ponds 1-3	3
PUNDS 1-3	3
Ponds 4-6	4
Ponds 7-9	5

Comments:

Treatment in progress

Site looks good in regards to nuisance growth. Minor grasses and surface algae

Action Required:

Routine maintenance next visit

Target:

Planktonic algae



September 2025



September 2025

Site: 2

Comments:

Treatment in progress

Lots of grass clippings that will cause some algae. Site was treated during inspection

Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



September 2025

Site: 3

Comments:

Treatment in progress

Site treated for minor algae in buffer zone between the natives and bank. Fallout of previously treated nuisance weeds, within the native plants, seen throughout.

Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



September 2025

Comments:

Treatment in progress

Site in good shape. Normal minor growth for this time of year. Site was treated during inspection.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



September 2025

Site: 5

Comments:

Normal growth observed Site is in good shape very minor shoreline grasses. Free of algae.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



September 2025

Site: 6

Comments:

Normal growth observed Minor shoreline weed growth present. No other issues observed.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



September 2025

Comments:

Site looks good

Site is in good shape free of any shoreline growth. minor sub surface algae

Action Required:

Routine maintenance next visit

Target:

Sub-surface algae



September 2025



September 2025

Site: 8

Comments:

Treatment in progress

Water turbidity is still looking good with blue dye added to Maintain the aesthetic. No nuisance growth present on shorelines. Minor surface algae treated during inspeation

Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



September 2025

Site: 9

Comments:

Treatment in progress

Minor algae present today. Treatment was applied during inspection. Very little shoreline growth.

Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



September 2025

The Hammocks CDD Waterway Inspection Report

2025-09-03

Management Summary

Overall, the sites all continue to look good. August is traditionally the month where we see the most nuisance vegetation and the majority of the ponds exhibited lower than average growth.

All Sites were treated aggressively to keep them as clean as possible through the heavy growing season.

Trash was minimal and continues to be collected during each visit.

Blue dye is still be utilized, but many sites will not hold the color for long due to increased rain activity.

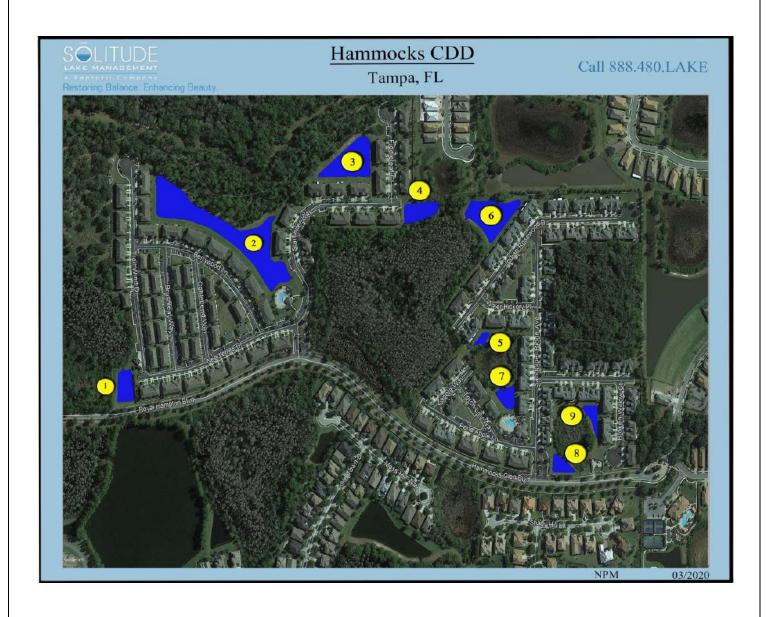
If there are any questions or concerns, please don't hesitate to reach out: Kyle.Wilson@solitudelake.com

Thanks for choosing Solitude Lake Management!

The Hammocks CDD Waterway Inspection Report

2025-09-03

Site	Comments	Target	Action Required
1	Treatment in progress	Planktonic algae	Routine maintenance next visit
2	Treatment in progress	Surface algae	Routine maintenance next visit
3	Treatment in progress	Surface algae	Routine maintenance next visit
4	Treatment in progress	Shoreline weeds	Routine maintenance next visit
5	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6	Normal growth observed	Shoreline weeds	Routine maintenance next visit
7	Site looks good	Sub-surface algae	Routine maintenance next visit
8	Treatment in progress	Surface algae	Routine maintenance next visit
9	Treatment in progress	Surface algae	Routine maintenance next visit







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Reason for Inspection:

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Prepared for:

District Manager

Prepared by:

Kevin Wilt, Service Manager

Wesley Chapel Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

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September 2025



September 2025

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Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



September 2025

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Treatment in progress

Site in good shape. Normal minor growth for this time of year. Site was treated during inspection.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



September 2025

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Target:

Shoreline weeds



September 2025



September 2025

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Target:

Shoreline weeds



September 2025



September 2025

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Action Required:

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Target:

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September 2025



September 2025

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Action Required:

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Target:

Surface algae



September 2025



September 2025

Site: 9

Comments:

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Action Required:

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Target:

Surface algae



September 2025



September 2025

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2025-09-03

Management Summary

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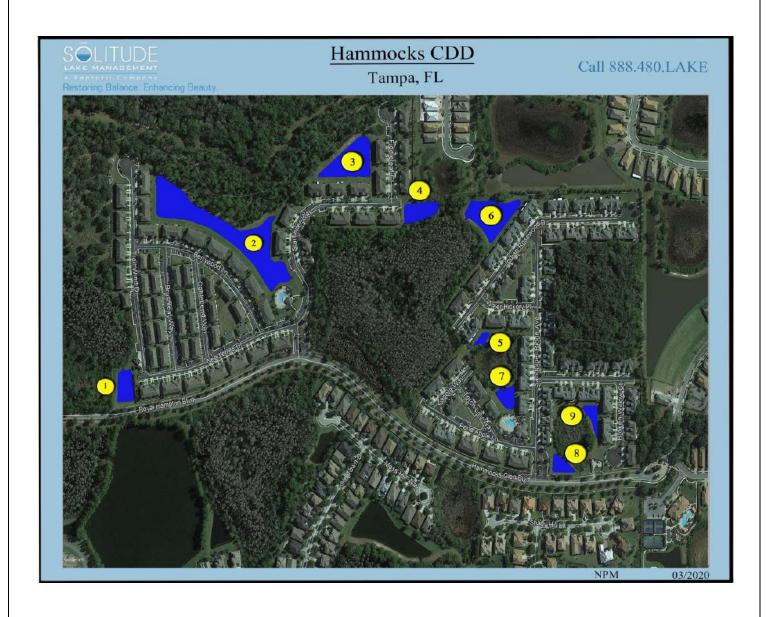
If there are any questions or concerns, please don't hesitate to reach out: Kyle.Wilson@solitudelake.com

Thanks for choosing Solitude Lake Management!

The Hammocks CDD Waterway Inspection Report

2025-09-03

Site	Comments	Target	Action Required
1	Treatment in progress	Planktonic algae	Routine maintenance next visit
2	Treatment in progress	Surface algae	Routine maintenance next visit
3	Treatment in progress	Surface algae	Routine maintenance next visit
4	Treatment in progress	Shoreline weeds	Routine maintenance next visit
5	Normal growth observed	Shoreline weeds	Routine maintenance next visit
6	Normal growth observed	Shoreline weeds	Routine maintenance next visit
7	Site looks good	Sub-surface algae	Routine maintenance next visit
8	Treatment in progress	Surface algae	Routine maintenance next visit
9	Treatment in progress	Surface algae	Routine maintenance next visit



Eighth Order of Business

8A





QUOTATION / CONTRACT / INVOICE

Golf Coast Sports LLC

459 Wh	nispering Lakes Blvd, Tarpon Sp	rings, Fl. 34688		
727-940	6-1511	INSTAGRAM: GOLF	COAST SPORTS LLC	
E-mail:	coreybryant69@yahoo.com	FACEBOOK: GOLF	COAST SPORTS LLC	
То:	THE HAMMOCKS		Quote No.	7202025
	8504 SANDPIPER RIDGE AVE		. .	7/20/2025
	NEW TAMPA , FL 33647		Date:	7/20/2025
	C/O MR. ALEX MANERO	8425	Terms	55/45
	ALEXJMANERO@GMAIL.COM	0.120	7011110	
Tel:				
Cell:	727-432-0756		Prices Quoted are	Installed
Re:	NEW 50' X 30' 4" BASKETBALL SLAB V	WITH 54" DOMINATOR GO	AL AND CON Delivery	TBD
		We are pleased to quote a	s follows:	
Descrip				
	AL INSTALLATION DOMINAT	_		\$3,450.00
	MINATOR ADJUSTABLE GOAL S	YSTEM WITH PADDIN	NG	INCLUDED
IN GRO	DUND MOUNT			INCLUDED
4" CON	ICRETE BB SLAB (HIGH STREN	GTH) 50' X 30'		\$18,000.00
	•	•		\$10,000.00
	MESH AND THICKENED "TOE" AF			
MEDIU	M BROOM FINISH (30 DAY CURI	E TIME REQUIRSED P	RIOR TO PAINTING/CO	DURI LINES)
EQUID I	OLE (DI AOK 401) OONTAINMEN	T 0//07EM /NET INO	LIDED)	04.075.00
-	OLE (BLACK 12') CONTAINMEN	•	-UDED)	\$1,975.00
IN GRO	OUND MOUNT (HIGH STRENGTH	CONCRETE)		
EOLUDI	MENT , LABOR AND MATERIALS	INCLUDED	SUB-TOTAL	\$22.425.00
	YS APPROX	INCLUDED	SALES TAX (7%)	\$23,425.00
	ner Permitting)		TOTAL	\$23,425.00
(vv cau	ier i erimung)	Down	Payment/Project Hold	\$12,885.00
			ue Upon Completion)	
		=		Ψ10,040.00
		Quoted By	c: Corey Bryant	
Accente	ed	Date 07	7/20/2025	
Accepte	-u	Date0	12012020	
Down F	Payment received by cash/check #_			

DOMINATION GUIDE

72" ADJUSTABLE HOOP

MODEL #: 724-AA



SECTION 1: Safety Instructions

SECTION 2: Hoop Specifications

SECTION 3: Bolt Plate Installation

SECTION 4: Hoop Installation

SECTION 5: Warranties & Policies



SECTION 1: SAFETY INSTRUCTIONS

A SAFETY INSTRUCTIONS **A**

FAILURE TO FOLLOW THESE SAFETY INSTRUCTIONS MAY RESULT IN SERIOUS INJURY OR PROPERTY DAMAGE AND WILL VOID WARRANTY.

Owner must ensure that all players know and follow these rules for safe operation of the system.

To ensure safety, do not attempt to assemble this system without following the instructions carefully. Check the entire box and inside all packing material for parts and/or additional instruction material. Before beginning assembly, read the instructions and identify parts using the hardware identifier and parts list in the instructions. Proper and complete assembly, use, and supervision are essential for proper operation and to reduce the risk of accident or injury. A high probability of serious injury exists if this system is not installed, maintained, and operated properly.

- If using a ladder during assembly, use extreme caution.
- 3 capable adults are recommended for this operation.
- Assemble the base properly. Failure to do so could cause the base to separate during play.
- Before digging, contact utility company to locate underground power cables, gas, and water lines. Ensure that there are no overhead power lines within 20 ft. (7m) radius of pole location.
- Minimum operational height is 6'6" (1.98 m) to the bottom of the backboard.

Most injuries are caused by misuse and/or not following instructions. Use caution when using this system.



FAILURE TO FOLLOW THESE WARNINGS MAY RESULT IN SERIOUS INJURY AND/OR PROPERTY DAMAGE

- Do not hang from the rim.
- During play, especially when performing dunk type activities, keep players face away from the backboard, rim and net. Serious injury could occur if teeth/face come in contact with backboard, rim, or net.
- Do not slide, climb, or play on pole.
- When adjusting height or moving system, keep hands and fingers away from moving parts.
- During play, do not wear jewelry (rings, watches, necklaces, etc.). Objects may entangle in net.
- Check system before each use for loose hardware and instability. Repair before each use. Never play on damaged equipment.

DOMINATOR

801.769.4663

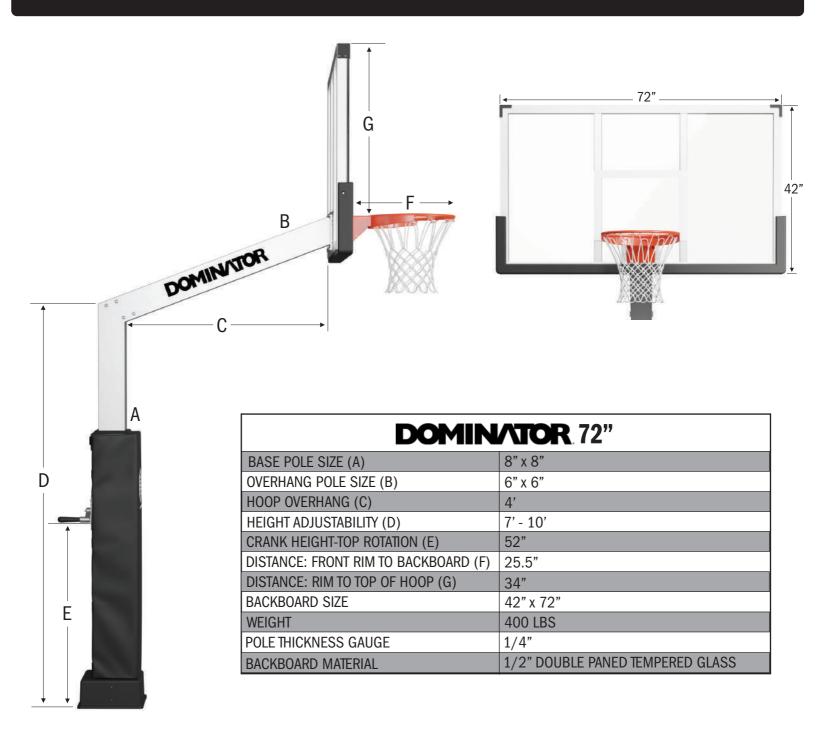


Know what's **below. Call** before you dig. 1-888-258-0808

BEFORE digging for the Bolt Plate installation, contact your local call-before-you-dig phone number so you don't unintentionally dig into an underground utility line.

*Save this instruction sheet in the event that the manufacturer has to be contacted for replacement parts.

SECTION 2: HOOP SPECIFICATIONS



WHERE SHOULD I INSTALL MY HOOP?

A few questions to consider as you determine where to install your 72" Dominator Hoop:

- · Are there any utility lines below the surface of the chosen location? (See Section 1: Safety Instructions)
- · When raised to the very top (10'), will the backboard obstruct anything?
- Do you have enough room behind the hoop to properly use the height crank?
- If installing on a driveway, is there adequate room for vehicles to pull in/out without hitting the rim/backboard?
- · Keep in mind the time of day you like to use your hoop and where the sun will be at that time of day.
- · Will you need extra lighting?
- · What is your playing surface? Is it level ground or sloped?
- · Are you going to be using court markings?

SECTION 3: 10"x10" BOLT PLATE INSTALLATION

DIMENSIONS

Hole Depth: 3'

Hole Length/Width: 2' x 2'

PARTS USED

- (1) Bolt Plate (Part C)
- (4) J-Bolts (Part D)
- (4) Rebar (Part H)

TOOLS REQUIRED



Shovel



Tape Measure



Concrete

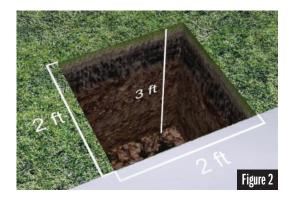


INSTRUCTIONS

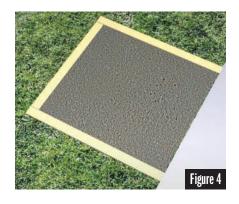
- STEP 1: Build a 2' x 2' frame out of 2" x 4" lumber & lay it on the ground where you want the hoop installed. See Figure 1.
- STEP 2: Using a shovel, cut into the ground around the outside of the frame to give the hole a defined edge; remove frame. See Figure 1.
- Remove the frame and dig a square hole to appropriate depth and dimensions shown in Figure 2.
- Fill the hole half way with concrete and evenly space rebar in the dimensions shown in Figure 3. *Note: Rebar is added to help reinforce & strengthen the concrete.



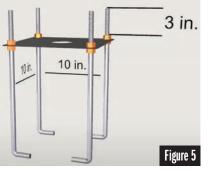
STEP 5: Continue filling hole with concrete until nearly full. Replace the frame and fill with cement until it is level with the playing surface. See Figure 4.

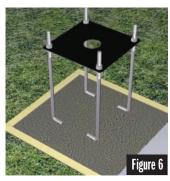


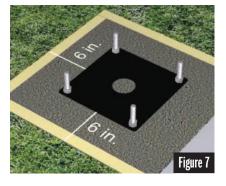




- STEP 6:
- Assemble the bolt plate as shown in Figure 5.
- Set the bolt plate in the center of the 2' x 2' area parallel to the playing surface. See Figure 6.
- Measure the distance from the edge of the bolt plate to the edge of the frame to ensure it is centered. See Figure 7.
- Make sure the bolt plate is level with the playing surface. See Figure 8. Let concrete dry 72 hours before removing frame & installing the hoop.



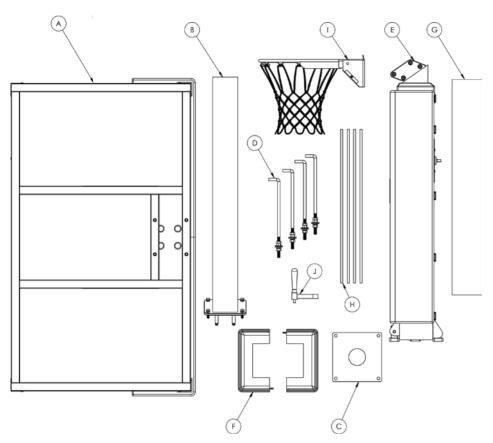






SECTION 4: HOOP INSTALLATION

*INSTALLATION REQUIRES 2-3 ADULTS MINIMUM. ENSURE BOLT PLATE & CONCRETE HAS HAD AT LEAST 72 HOURS TO SET.



TOOLS REQUIRED



Phillips Head Screwdriver



Socket Wrench:

9/16", 3/4", 13/16" sockets



Allen Wrench: 7/32" & 5/32"

ITEM #	PART #	PART DESCRIPTION	QTY
Α	?	BACKBOARD	1
В	?	EXTENSION ARM	1
С	?	BASE PLATE	1
D	?	J-BOLT & HARDWARE	1
E	?	BASE POLE WITH PAD	1
F	?	BASE COVER	1
G	?	HEIGHT DECAL	1
Н	?	REBAR	4
I	?	RIM WITH NET	1
J	?	CRANK HANDLE	1

INSTRUCTIONS

STEP 1: Remove the Pad from the Base Pole (Part E). See Figure 1.

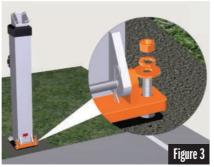
STEP 2:

- Place (4) Flat Washers on the J-Bolts of the anchor plate. See Figure 2.
- Slide the Base Pole onto the J-Bolts with the round holes closest to the court & the slotted holes furthest away. Secure front, courtside bolts with (2) Flat Washers, (2) Lock Washers and (2) 5/8" Nuts. See Figure 3.
- Hand tighten only.

STEP 3:

- Lay the Base Pole onto the court by using the pivot on the front. See Figure 4.
- A few feet in front of the Base Pole, place the Backboard (Part A) on top of cardboard, a blanket or the provided foam (this will prevent the backboard from getting scratched). See Figure 5.





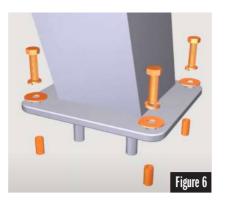


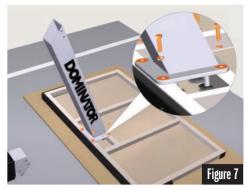




STEP 4

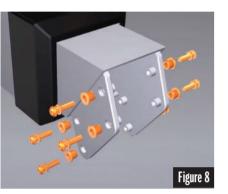
- -Remove the hardware from the flat end of the Extension Arm (Part B) & discard tubes. See Figure 6.
- Align the Extension Arm with the Backboard and secure the hardware in the same order.
 See Figure 7.



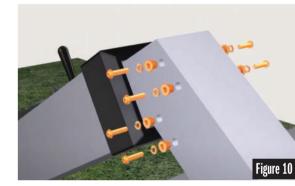


STEP 5:

- Remove the hardware from the top end of the Base Pole. See Figure 8.
- Hold the Base Pole & the Extension Arm at a 45 degree angle. See Figure 9.
- Slide the Base Pole into the Extension Arm and secure the hardware in the same order. See Figure 10.







STEP 6

- Raise the hoop until it is standing straight up. Hold the hoop in position for the following steps. See Figure 11.
- Secure remaining two bolts with (2) Flat Washers, (2) Lock Washers and (2) 5/8" Nuts. See Figure 12.
- · Hand tighten only.

STEP 7:

- Adjust the lower base nuts to ensure the Base Pole is perfectly level. See Figure 13.
- Once level, tighten the top four nuts. *This step requires two adults to stand up the hoop and one adult to secure the hardware.



STEP 8: Once the system is upright and tightened, remove the Safety Bolt (marked with a red sticker) on the courtside of the Base Pole. See Figure 14. *This must be done before moving onto the next step.





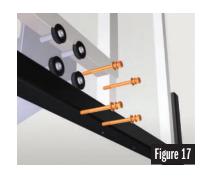


STEP 9:

- Remove the screws from the Base Cover (Part F). See Figure 15.
- Encase the bottom of the Base Pole with the Base Cover and secure the two halves with the (4) screws. See Figure 16.





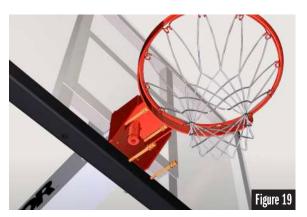




STEP 10: Remove hardware from the rim connection tubes on the Extension Arm. See Figure 17.

STEP 11: Remove the Rim Cover Plate from the underside of the Rim (Part I). See Figure 18.

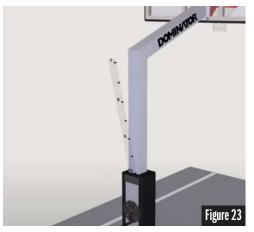
STEP 12: Align the Rim on the Backboard and reinsert the hardware into the tubes and tighten. Replace the Cover on the Rim. See Figures 19 & 20.











STEP 13: Attach and secure crank handle (Part J). Replace the Base Pole Pad. See Figure 21. Raise the hoop to 10 Feet with the crank handle. Check the height using a measuring tape. See Figure 22. Ensure crank handle locks into place to prevent unintended movement.

STEP 14: Add the Height Guide Decal (Part G) to the pole on the crank side with the 10' mark lined up with the top of the black joint cover. See Figure 23.

STEP 15: Lower the hoop to your desired playing height. Ensure crank handle locks into place to prevent unintended movement. Enjoy!

SECTION 5: WARRANTIES & POLICIES

DOMINATOR®

BASKETBALL STANDARD LIMITED LIFETIME WARRANTY

Subject to the limitations set forth below, HomeSports (the "Manufacturer") warrants to the original consumer purchaser (the "Purchaser") of the Dominator Basketball Standard (hereinafter referred to as the "Dominator") that the Dominator shall be free from material defects in parts and/or workmanship that impair the use of the Dominator for so long as the Purchaser owns the Dominator.

- This Warranty is non-transferable and is expressly limited to the repair or replacement of a defective Dominator, including any part thereof, covered under this Warranty.
- To make a claim under this Warranty, the Purchaser must first write the Manufacturer at 930 W 410 N, Suite 100, Lindon, UT 84042, to receive a Return Authorization number and/or determine specific needs.
- The Manufacturer reserves the right to examine photographs and/or physical evidence of a Dominator claimed to be defective and to recover said Dominator pursuant to the terms of this Warranty, prior to authorization of a claim under this Warranty
- Unless indicated otherwise by the Manufacturer, in order to determine whether a requested repair is covered under this Warranty, the Dominator must be shipped prepaidto the Manufacturer with a copy of the relevant proof of purchase. The Manufacturer will not be responsible for any loss or damage incurred in connection with the return of a Dominator or its parts to Manufacturer under this Warranty. The manufacturer will examine the Dominator so shipped and, in its sole and reasonable discretion, will determine (1) whether this Warranty covers the Dominator and, if it does, (2) whether the Dominator needs to be repaired or replaced. Any and all dealer service charges, labor costs, shipping costs, insurance, travel expenses and any other charges or costs involved in the removal, installation or replacement of a defective Dominator, including, but not limited to, any part thereof, covered under this Warranty, will be the sole responsibility of the Purchaser and must be prepaid. Any Dominator, including any part thereof, shipped to the Manufacturer "collect" will be refused.
- 5. THIS WARRANTY IS VOID IF THE DOMINATOR HAS BEEN DAMAGED BY ACCIDENT, UNREASONABLE USE AND/OR ABUSE, NEGLIGENCE, IMPROPER SERVICE, IMPROPER INSTALLATION OR HANDLING, FAILURE TO FOLLOW PROVIDED INSTRUCTIONS (INCLUDING WITHOUT LIMITATION USING THE DOMINATOR AT PROHIBITED HEIGHT LEVELS), SHIPPING, VANDALISM, ACTS OF GOD, ENVIRONMENTAL FACTORS, ALTERATION OF THE DOMINATOR, OR ANY OTHER EVENTS BEYOND THE CONTROL OF THE MANUFATURER OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN MATERIAL OR WORKMANSHIP.
- 6. USING THE DOMINATOR FOR OTHER THAN RESIDENTIAL BASKETBALL USE WILL ALSO VOID THIS WARRANTY.
- HANGING FROM THE NET OR RIM WILL ALSO VOID THIS WARRANTY: Rims
 are not warranted for any defects other than workmanship. Torn back
 plates, damaged springs, bent rings, damaged eyebolts and torn or

- distorted rim supports result from hanging on the rim are not warranted.
- 8. THIS WARRANTY DOES NOT COVER SCRATCHING OR SCUFFING OF THE DOMINATOR THAT MAY RESULT FROM NORMAL USAGE. THIS WARRANTY ALSO DOES NOT COVER RUSTING PARTS, FADING PAINT, CRACKS THAT DO NOT AFFECT THE FUNCTIONALITY OF THE PRODUCT, OR OTHER DAMAGE CAUSED BY WEATHER OR CLIMATE CONDITIONS OR EXPOSURE TO CORROSIVES SUCH AS SALTS, PESTICIDES, ET
- 9. This warranty gives the Purchaser specific legal rights, and such Purchaser may also have other rights which vary from state to state.
- 10. THIS WARRANTY IS GIVEN EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY ARISING OUT OF THE SALE OF THE DOMINATOR, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.
- 11. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to certain Purchasers.
- 12. THE REMEDY OF REPAIR OR REPLACEMENT STATED ABOVE SHALL BE THE PURCHASER'S EXCLUSIVE REMEDY. THE MANUFACTURER DOES NOT ASSUME OR AUTHORIZE ANY PERSON OR REPRESENTATIVE TO ASSUME ON ITS BEHALF ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF A DOMINATOR. THE MANUFACTURER SHALL NOT BE LIABLE FOR (A) ANY DAMAGES OR EXPENSES THAT MAY OCCUR, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, INSTALLATION, USE, PERFOR-MANCE AND/OR REMOVAL OF THE DOMINATOR (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO CONCRETE OR THE PURCHASER'S YARD); (B) ANY OTHER CLAIM ARISING FROM NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT REGARDING THE DOMINATOR; OR © OTHER DAMAGES WITH RESPECT TO ANY ECONOMIC LOSS, LOSS OF PROPERTY, LOSS OF ENJOYMENT OF USE, COSTS OF INSTALLATION AND/OR REMOVAL, OR OTHER CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY COVERING THE DOMINATOR.
- Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to certain Purchasers.
- 14. While the Manufacturer has made attempts to ensure that the Dominator is safe to use, freedom from injury cannot be guaranteed. The Purchaser assumes all risk of injury resulting from the use of the Dominator. All Dominators are sold subject to this condition, and no representative of the Manufacturer may waive or change this policy.

DOMINATOR.

BASKETBALL STANDARD SHIPPING POLICY

This Return Policy applies to the purchase of the Dominator® Basketball Standard (hereinafter referred to as the "Dominator") by the original consumer purchaser ("you" or the "Purchaser") from Leap Innovations (the "Manufacturer").

- Any offer for free shipping by the Manufacturer applies ONLY to shipments within the domestic 48 continental United States. Please contact us at 1-877-705-6556 for a shipping quote for deliveries to Alaska, Hawaii, Canada, Mexico, or other locations outside of the United States.
- 2. If the shipping address is changed during shipping, additional charges may apply.
- Shipping dates are approximate and Manufacturer does not guarantee estimated delivery dates. Manufacturer is not liable under any circumstances for any delay in shipment or delivery.
- 4. The shipping carrier's appointment clerk should call you to set up a time for delivery. Time of delivery is usually between 8:00am and 5:00pm Monday through Friday, but delivery may occur outside of those hours depending on other factors.
- 5. The Dominator is shipped for "Curbside Delivery" and does not include set up or assembly of the Dominator. Shipping includes removing the order from the truck and depositing it at your curbside or in your driveway. Any additional requests you make of the deliverer may result in additional charges, which will be billed to you.
- It is your responsibility to verify the delivery for correctness. You should confirm the correct number of boxes has been delivered to you. The Dominator 72 XL and 60 XL has 3 boxes and will come on 1 pallet.
- 7. You should also carefully inspect all items (especially the glass

- backboard) prior to signing for the delivery for damage during transit and take photographs of the damage.
- If there is any damage to the Dominator, YOU MUST NOTE THE DAMAGE ON THE DELIVERY RECEIPT. The carrier, not the Manufacturer, is liable for damage to the Dominator during transit. If you sign the delivery receipt without noting the damage, you thereby release the carrier of all liability.
- A signature is required for all deliveries. You will be required to sign a delivery receipt and delivery will not occur without it.
- DO NOT REFUSE DELIVERY IF THE DOMINATOR, OR ANY PORTION THEREOF, IS DAMAGED. Simply note the damage on the delivery receipt and contact us at 801-768-4663 to receive a replacement part.
- If a certain part, such as the glass backboard, is damaged, you may still keep and install the additional working parts while the replacement part is being delivered.
- 12. Please note, if you live down a road or driveway that the delivery truck cannot traverse, the delivery will not be completed. You may be required to pick up the order from the nearest carrier terminal.
- 13. Any order returned to Manufacturer marked undeliverable or similar is subject to a 15% restocking fee and any shipping charges incurred by Manufacturer for the initial shipment to the Purchaser will be charged to the Purchaser.

DOMINATOR

BASKETBALL STANDARD RETURN POLICY

This Return Policy applies to the purchase of the Dominator® Basketball Standard (hereinafter referred to as the "Dominator") by the original consumer purchaser ("you" or the "Purchaser") from Leap Innovations (the "Manufacturer").

- The Purchaser may cancel an order before shipment and receive a full refund of the amount paid. Orders are normally shipped within 48 business hours hours and are sometimes shipped the same day.
- The Purchaser may return an order within 7 days of receipt of the Dominator by the Purchaser to receive a partial refund. All returns are subject to a 15% re-stocking fee. The Purchaser is responsible for initial shipping fees upon return of the Dominator and any offer for free shipping is surrendered upon return. Except as provided in
- 3. Manufacturer's limited lifetime warranty, Manufacturer has sole discretion to reject a request for cancellation or return.
- 4. The Dominator must be unused, in the original shipping boxes and packaging, to be eligible for a refund.
- 5. Notwithstanding the above paragraphs, Purchaser shall have no right to cancel or return custom-made products.

- To make a return, the Purchaser must first contact the Manufacturer at 1-877-705-6556 to receive a Return Authorization number and/or determine specific needs. YOU MUST HAVE A RETURN AUTHORIZATION NUMBER OR YOUR RETURN WILL NOT BE PROCESSED.
- 7. The Purchaser must ship the Dominator to the Manufacturer with proof of purchase. Any and all dealer service charges, labor costs, shipping costs, insurance, travel expenses and any other charges or costs involved in the return of a Dominator, will be the sole responsibility of the Purchaser and must be prepaid. The Manufacturer will not be responsible for any loss or damage incurred in connection with the return of a Dominator or its parts to Manufacturer. Any Dominator, including any part thereof, shipped to the Manufacturer "collect" will be refused.