



Proposal for:

**Tara Fotsch
Windsor Rec Center
Windsor, CO**

5/19/2016

Prepared by:

**Jeff Williamson
Business Development Manager**

Proposal Summary

13310 James E. Casey Avenue | Englewood, CO | 80112 USA | phone: 303.662.0302 | fax: 303.662.0254

Customer

Name: Windsor Rec Center
Address: 250 11th St
City: Windsor **State:** CO **Zip:** 80550
Contact: Tara Fotsch
Phone: 970-674-3512

Date: 5/19/2016

Proposal #: 14843

Sales Rep: Jeff Williamson

Shipping Location: Colorado

Ship To

Name: Windsor Rec Center
Address: 250 11th St
City: Windsor **State:** CO **Zip:** 80550
Contact: Tara Fotsch
Phone: 970-674-3512

ITEM	DESCRIPTION	TOTAL
Play Equipment	PLAYTIME Play Area System Sculpted Foam Play Elements: Log Crawl (Climber/Tunnel) Fish (Climber) Ladybug (Climber) Log Slice (Climber)	\$ 9,000.00
Safety Surface	Poured-In-Place Rubber Safety Surface 1.5" Rubber Base with .5" E.P.D.M. Color Cap Meets ADA F 1951 Accessibility Requirements Approximately 416 sq. feet	\$ 9,600.00
Install	PLAYTIME Professional Installation	\$ 1,000.00

Payment Details

50% Deposit Required to Begin Production
 Balance Due Prior to Shipping

SubTotal	\$ 19,600.00
Shipping & Handling	\$ 692.00
Sales Tax	Exempt
TOTAL	\$ 20,292.00

Customer Signature & Date

Customer Printed Name

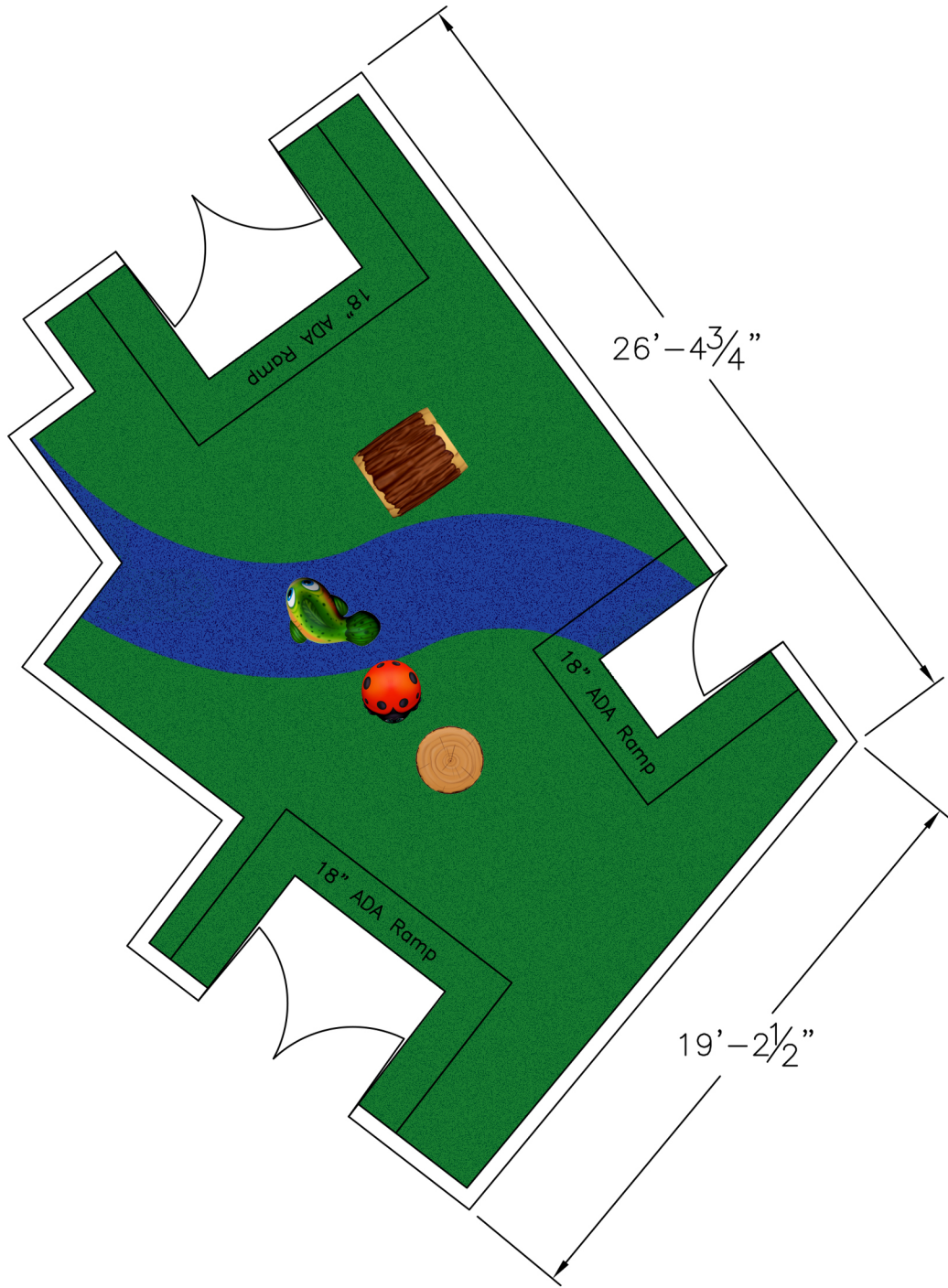
- Signature indicates agreement with attached Terms and Conditions.
- **This proposal is valid for 60 days from the date noted above.**
- Buyer is responsible for paying any and all applicable sales tax which will be collected by PLAYTIME on balance due invoice.
- Please allow 12 weeks from deposit to installation.



Terms and Conditions

13310 James E. Casey Avenue | Englewood, CO | 80112 USA | phone: 303.662.0302 | fax: 303.662.0254

1. **Terms of Purchase:** PLAYTIME sells to the Purchaser, and the Purchaser purchases from PLAYTIME, the goods and services (the "Goods and Services") listed on the order or invoice to which these terms and conditions are attached (the "Order") on the following terms.
2. **Payment; Title; Taxes:** The Purchaser shall pay PLAYTIME for the Goods and Services at the times indicated on the Order. PLAYTIME retains all right, title and property in and to the Goods until the Purchaser has paid for the Goods and Services in full. Applicable State and/or local taxes are the responsibility of the purchaser.
3. **Services and Installation:** In the event that the Services include installation of the Goods, subject to the occurrence of any Force Majeure Event, Playtime shall provide all Services required to install the Goods on that part of the Premises specified by the Purchaser. The Purchaser shall ensure that the Premises are properly prepared, including without limitation that the Purchaser shall complete all work necessary to ensure that Playtime is able to install the Goods on the Premises. If the Purchaser has not, in Playtime's opinion acting reasonably, properly prepared the Premises then Playtime may charge \$350.00 per day, per person, plus applicable expenses.
4. **Delivery and Risk of Loss:** PLAYTIME shall deliver the Goods to the Purchaser at the address of the Purchaser listed on the Order (the "Premises") on or about the requested delivery date (subject to any Force Majeure Event). On delivery of the Goods by PLAYTIME to the Purchaser, all risk of loss passes to the Purchaser.
5. **Insurance:** PLAYTIME must carry and maintain sufficient comprehensive general liability insurance coverage in relation to the Goods pursuant to this Agreement. The Purchaser must carry and maintain sufficient comprehensive general liability insurance coverage in relation to all expected use of the Goods.
6. **Warranties:** For one year following the sale and installation of the Goods and subject to the exclusions below, PLAYTIME warrants to the Purchaser that:
 - (a) the materials, workmanship and packaging of the Goods shall be free from defects and the Goods shall be fit for their intended purpose, which purpose is set out in PLAYTIME's "Maintenance and Safety Manual" as amended from time to time by PLAYTIME (the "Manual"), a copy of which the Purchaser shall receive on delivery of the Goods.
 - (b) the Services shall be performed in a good and workmanlike manner in accordance with general standards within the play equipment industry.
 - (c) THE ABOVE WARRANTIES SHALL NOT APPLY: (I) IF THE PURCHASER TREATS OR USES, OR ALLOWS THE TREATMENT OR USE OF, THE GOODS IN A MANNER CONTRARY TO THE MANNER OF USE RECOMMENDED IN THE MANUAL OR IN A MANNER CONTRARY TO THE MANNER OF USE OTHERWISE SUGGESTED OR RECOMMENDED BY PLAYTIME OR (II) IN RESPECT OF DAMAGE ARISING OR OCCURRING AS A RESULT OF THE ORDINARY WEAR AND TEAR OF THE GOODS, THE IMPROPER REPAIR OR MAINTENANCE OF THE GOODS BY SOMEONE OTHER THAN PLAYTIME, A FORCE MAJEURE EVENT, VANDALISM, GRAFFITI OR SIMILAR MISUSE OR ABUSE OF THE GOODS. VINYL TEARS AND CARPET SNAGS ARE CONSIDERED ORDINARY WEAR AND TEAR AND THEREFORE ARE NOT COVERED AS A PART OF THE ABOVE WARRANTIES.
 - (d) ALL OTHER CONDITIONS AND WARRANTIES IN RELATION TO THE GOODS AND SERVICES, WHETHER EXPRESS OR IMPLIED, AND WHETHER UNDER STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION AN IMPLIED WARRANTY OF MERCHANTABILITY OR THAT THE GOODS ARE FIT FOR ANY OTHER PURPOSE, ARE EXCLUDED AND DO NOT APPLY. ANY ACTION FOR BREACH OF CONDITION OR WARRANTY MUST BE BROUGHT BY THE PURCHASER WITHIN ONE YEAR OF THE DATE OF FINAL PAYMENT ON THE ORDER.
7. **Limitation of Liability:** Within a reasonable time of being notified by the Purchaser of a problem in relation to the Goods or the Services and to which a warranty under section 6 applies, PLAYTIME will, in its discretion, either repair the problem or replace the relevant part of the Goods, or re-supply the Services, materials and local labor included (subject to any Force Majeure Event). Under either of these options, the Purchaser shall be solely responsible for any freight, taxes, and/or handling charges incurred in the pick-up and return of the repaired or replace product. PLAYTIME'S LIABILITY UNDER THIS SECTION AND SECTION 6, OR ANY OTHER LIABILITY OF PLAYTIME, WILL BE LIMITED TO THE LESSER COST OF REPAIRING OR REPLACING THE GOODS, OR RE-SUPPLYING THE SERVICES. IN NO CASE WILL PLAYTIME BE LIABLE TO THE PURCHASER FOR DAMAGES OF ANY SORT, INCLUDING WITHOUT LIMITATION, FOR ANY INJURIES, DAMAGES OR OTHER REMOTE OR CONSEQUENTIAL DAMAGES.
8. **Indemnification:** The Purchaser indemnifies and holds PLAYTIME harmless from and against any liability, claims, demands or suits by or in relation to any third party user of the Goods, including without limitation any damages, costs (including reasonable attorneys' fees) and expenses of any nature or kind whatsoever, by reason of or arising out of any use of the Goods.
9. **Notices:** All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, or may be forwarded by first class prepaid registered mail. Any notice mailed shall be deemed to have been given and received on the expiration of four days after it is posted to the address on the Order or at any other address or addresses as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labor dispute which might affect the delivery of the notice by the mails, then the notice shall only be effective if actually delivered.
10. **Order Cancellation:** If the Purchaser elects to cancel the Order within thirty (30) days of deposit payment receipt or order acceptance, then Purchaser agrees to pay a 25% cancellation fee. If the order is cancelled any time after thirty (30) days of deposit payment receipt or order acceptance but before final payment has been received, Purchaser agrees to a 50% cancellation fee, equivalent to the deposit payment made. Cancellation fee percentages are based on the total Order amount.
11. **Resolution of Disputes:** Any dispute concerning or in connection with the Order or these terms shall be determined solely and exclusively by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall take place in Denver County, Colorado. If PLAYTIME has to retain legal counsel to enforce this Agreement, Purchaser shall reimburse PLAYTIME for its attorneys' fees and costs, whether or not any lawsuit, arbitration, or other proceeding is filed or initiated.
12. **Miscellaneous:** PLAYTIME may assign the Order and its rights to any payment thereunder to a third party without the prior consent of the Purchaser. The Order and the rights of Purchaser thereunder shall not be assignable by the Purchaser without the prior written consent of PLAYTIME. These terms constitute the entire agreement between the parties with respect to the subject matter of the Order. The Order and these terms and conditions shall be governed by and construed in accordance with the laws of the state of Colorado. "Force Majeure Event" in relation to a party means an event or occurrence beyond the reasonable control of the party without its fault or negligence.



**Log Crawl
Climber/Tunnel**



**Fish
Climber**



**Ladybug
Climber**



**Log Slice
Climber**

Project Name
Windsor Rec Center - PV

Date
05-19-2016

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