

PROPOSAL

12804 S. Memorial Dr., Suite 114, Bixby, OK 74008 Tel: (918) 728-9978, Fax: (918) 516-3599 Date: 10/03/25

Quote #: AC100325

Bill To: City of Arkansas City

119 W. Central Ave.

Arkansas City, KS 67005

Tel: (620) 441-4400

Ship To: Wilson Park

Arkansas City, KS

Project: Wilson Park Splashpad

PLASH	PAD EQUIPMENT	\$145,500.0	
Qty.	Part No.	Description	
1	0555	AQUA DOME No1 (SW, PC)	
1	7798	HELICO NANO (SW, PC)	
1	7242	TWINSPLASH (SW, PC)	
6	7512	JET STREAM No1 (EM)	
1	7581	WATERBUG No2 (SW, PC)	
2	0327	WAVE (EM)	
2	0220	TUBE CANNON No1 (SW, PC)	
2	7774	SILHOUETTE No3 (SW, PC)	
3	7676	FOUNTAIN SPRAY No2 (EM)	
1	0103	BUCKET TRIO (SW, PC)	
1	0622	ACTIVATOR No4 (SM, PC)	
1	ECCC	CABINET COMMAND CENTER, flow-through water distribution system	
1	0710.0000	SPLASHPAD SMARTFLOW CONTROLLER	
2	1004.0000	PLAYSAFE DRAIN No4	
1	0000.0000	FREIGHT	

SHADE	\$45,300.00	
4	SINGLE COLUMN CANTILEVER UMBRELLA SHADE, 12'x12'	
4	PICNIC TABLE	
4	PARK BENCH	

TOTAL	\$190,800.00
IOIAL	Ψ130,000.00

TERMS AND CONDITIONS

The following terms and conditions form part of the purchase contract between yourself (the "Purchaser") and Power Play, LLC. The Purchaser's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Proposal.

Pricing is valid for a period of 30 days. Any change, alteration or deviation from the Proposed Equipment, Materials and/or Specifications will be executed only upon receipt of signed, written Purchase Orders and may result in additional charges over and above the stated Proposal herein. This Proposal may be withdrawn by Power Play if not accepted within thirty (30) days of the original submission.

PAYMENT TERMS:

Deposit: 20% of the Proposed Price payable upon execution of this Proposal and receipt of approved submittals and colors.

With approved credit, the remaining balance, plus changes, if any, are due net 30 days from receipt of equipment by Purchaser.

Interest at 1.5% per month will be assessed on all past due amounts.

All sales taxes or any other personal property taxes, and use taxes are the responsibility of the purchaser.

Power Play reserves the right to charge a 40% re-stocking fee should the Purchaser cancel the order after production has commenced.

Product returns will not be accepted without prior written authorization by Power Play. Any returns are subject to a restocking fee of 40% plus payment by Purchaser of all freight charges incurred in returning same to origination of shipment.

Except where title to the products contained in the Purchaser's order is explicitly transferred by Power Play to the Customer and the Purchase Price is paid in full, property in, title to and right to possession of such products shall remain in Power Play until the Purchase Price and all sums due from the Purchaser are paid in full.

LEAD TIMES:

Lead times are 4-5 weeks for embeds, 8-10 weeks for water features, 10 weeks for water recirculation equipment, 16 weeks for standard elevation play structures and 16 weeks standard for waterslides. Lead times are contingent upon acceptance of this Proposal and/or receipt of signed purchase contract, approved submittals, approved color selections and deposit.

All shipments must be inspected by the Purchaser upon delivery and any damage, errors or omissions on parts must be reported to Power Play at info@power-play.net or Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Power Play reserves the right to amend and modify the transportation costs based on the customer's request.

EXCLUSIONS:

(Company)

The following is excluded from Power Play's purchase agreement price and responsibility: unloading, onsite storage, installation, permits and permit fees, local, state and or health department codes and approvals, engineer stamped/sealed drawings, OHSA documentation, onsite electrical work and/or electrical connections, onsite plumbing work and/or plumbing connections, insurance, bonding payment, concrete surfacing, safety surfacing and anything not specifically included in the above proposal.

ACCEPTANCE OF PROPOSAL: The prices, terms and conditions are satisfactory and are hereby accepted. Payment will be made as

outlined above. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

(Signature) (Date)
(Print Name) (Title)

(PO#)