



**INSTALLATION TERMS AND CONDITIONS**

**Access:**

The equipment installation site must be accessible and in close proximity for vehicles and machinery, as well as tractor trailers for unloading of safety surfacing if ordered. In the event this equipment is used at your site, please note that there may be signs of access afterwards. Walk in the Park will try to keep this to a minimum. Please note, Walk in the Park is not responsible for repairing sod, repairing or replacing concrete, curbs, or sidewalks due to damage caused by machinery accessing the site through and over these items, unless specifically spelled out in the above quotation. If the site is not accessible, please notify Walk in the Park as soon as possible.

**Rock Clause:**

We reserve the right to charge for additional manpower and equipment rental if we are unable to drill necessary holes with a skid-steer mounted auger. Should this need arise, we will notify you of the situation and show you the underground conditions before any additional charges are incurred.

**AND/OR**

**Drilling:**

We reserve the right to charge for additional time if pier driller encounters delays due to underground conditions. Should the need arise, we will notify you of the situation and show you the underground conditions before any additional charges are incurred.

**Mobilization:**

Price includes one mobilization. Walk in the Park reserves the right to bill for remobilization if another visit to the jobsite is required due to work stoppage caused by the customer or another party.

**Permits:**

It is the responsibility of the customer/general contractor to assess requirements for any and all necessary building permits before any work is done. Walk in the Park is NOT responsible for obtaining building permits unless specifically requested. If no line item for permits is listed above, they are not included in the scope of this project. Any work stoppage that occurs due to lack of permits may result in additional mobilization charges.

**Utilities:**

It is the customer's responsibility to locate any private utility lines not located through the Texas811 agency. Those not located are irrigation (sprinkler), site drainage (PVC pipe and french drains), or other private lines including gas, water, etc. The location of lines should be clearly marked and/or relocated as necessary. Walk in the Park cannot be responsible for repairing or replacing unmarked private utilities damaged during installation.

**Certified Payroll:**

If Certified Payroll, Davis/Bacon Wage Act or minimum wage rates are needed for this project, an additional administrative processing fee is required.

**Taxes:**

Pricing does not include any sales tax that might be associated with this install.

**Trash:**

It is the customer's responsibility to dispose of any trash created from this install. WITP will break down all packing materials as much as possible. If a dumpster is provided, WITP will place trash in dumpster. Haul off of trash is available for an additional amount.

**Layout:**

Setting of control points and on site elevation benchmarks by others.

**Progress:**

Projects over \$20,000 may require progress billing. If progress is delayed due to customer request or weather for more than a week, Walk in the Park will invoice for all work completed.

**Security:**

Customer is responsible for site security during install process. Equipment will be wrapped in caution tape. Orange fencing and/or chain link panels are available at an additional charge.

**CUSTOMER SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**DATE OF ACCEPTANCE OF TERMS** \_\_\_\_\_