



PLAY IT SAFE
PLAYGROUND INSPECTION, LLC
Passion for the Protection of Children!SM

4738 Chamblee Dunwoody Rd.
Dunwoody, GA 30338
(770) 206-0457
playitsafeplayground@gmail.com
<https://playitsafeplayground.com/>

Playground Inspection Services Agreement

October 30, 2024

Dear Ms. Lisa Jenkins

This will confirm the agreement between Play It Safe Playground Inspection, LLC, (hereinafter referred to as "Contractor") and City of Cartersville (hereinafter referred to as "Purchaser", "Client"). This proposal is valid for ninety days.

This Playground Inspection Services Agreement ("Agreement") is made as of the date first executed below ("Effective Date") between

Play It Safe Playground Inspection, LLC, a Georgia limited liability company, with an address of 4738 Chamblee Dunwoody Rd., Dunwoody, GA 30338 ("Inspector")

and

City of Cartersville Parks and Recreation Department, with an address of 100 Pine Grove Road, Cartersville, GA 30120 ("Client").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Professional Services.

- a. Inspector agrees to provide a Certified Playground Safety Inspector (CPSI) who will perform the services described in Exhibit A ("Services") for Client for the compensation set forth in Section 2 (which references Exhibit A). Inspector agrees to provide the Services by the agreed upon deadline. If no deadline is specified, Inspector agrees to complete Services within a commercially reasonable period of time, taking into account weather conditions, site access and the like. Exhibit A is attached and is an essential part of this Agreement.

- b. Unless otherwise agreed in Exhibit A, included in the Services are the following elements:
 - i) Visit indicated property/site(s) to perform a survey of the playground equipment.
 - ii) Perform a thorough evaluation of the current condition of the equipment and quality of maintenance currently being performed.
 - iii) Take photographs of pertinent equipment for review and inclusion into report.
 - iv) Submit a written report of the survey ("Report" or "Deliverable(s)") to Client, which will contain the following:
 - (1) Executive Summary
 - (2) Methodology
 - (3) Observations
 - (4) Recommendations

The Report will be submitted to Client within a commercially reasonable amount of time after completion of Services, unless otherwise agreed by the parties in writing. Unless specified in the description of Services, Inspector may provide Report in any format in its discretion.

- c. Standard of performance. Inspector represents that all personnel employed, or subcontracted, possess all necessary training and certifications to perform the Services. Inspector will diligently and faithfully make recommendations and suggestions based upon its professional expertise, but make no promises, expressed or implied, as to the mechanical integrity of the playground system(s) located at each site. Inspector only makes inspections and recommendations as related to the applicable playground standards and individual requirements to bring the systems into compliance with applicable standards. Client agrees and acknowledges that Inspector can only identify those playground compliance issues which are present at the time of Inspector's inspection and understands and acknowledges that the condition of the playground(s) and its equipment may change subsequent to inspection. Inspector does not assume any responsibility for the inspected equipment or users of said playgrounds.
- d. Client responsibilities. Client agrees to provide Inspector the name and contact information of the responsible authorized representative for Client through which Inspector will communicate and who is authorized to render any required decisions promptly, if needed. Client agrees to provide Inspector reasonable and timely access to the properties listed in the description of Services. Upon reporting of dangerous conditions by Inspector, Client agrees it is solely responsible for any interim safety measures, such as removing or preventing access to equipment, and subsequent repairs.

2. Price and payment.

- 1. Client agrees to pay Inspector as per the agreed schedule and amount on Exhibit A. Unless otherwise specified in Exhibit A, Inspector will generate an invoice upon

completion of Services and will provide the invoice to the indicated contact which will be due upon receipt of invoice.

2. In the event that any undisputed payment due hereunder is not made when due, the payment shall accrue interest at the annual rate of 5% on the date said payment is due, or on the date the payment is made, whichever is higher, the interest being compounded daily, provided that in no event shall said annual rate exceed the maximum legal interest rate allowed under law.

3. Optional Presentations of Results.

If Client wishes Inspector to attend any meetings to present its findings and to respond to questions, the scope of the presentation(s) will be identified on Exhibit A or in an addendum to this Agreement. Inspector will not attend meetings or provide presentations other than the Deliverable(s) unless reduced to writing per this Section 3.

4. Optional Re-inspection Services.

If Client wishes Inspector to re-inspect any equipment or issues identified during the Services after Client has repaired the identified deficiencies, the scope of the re-inspection will be identified on Exhibit A or in an addendum to this Agreement. Inspector will not provide re-inspection services unless reduced to writing per this Section 4.

5. Term and Termination.

- a. This Agreement shall become effective upon the Effective Date. The Agreement shall expire when all obligations of the parties hereunder have been performed, unless extended in writing by the parties.
- b. This Agreement may be early terminated by either party without cause upon thirty (30) days written notice to the other. Client agrees to pay for any Services performed and reasonable expenses/costs incurred prior to the effective date of termination

6. Indemnification.

Client recognizes and acknowledges that Inspector is not authorized to repair, shutdown access to a playground or its equipment, or otherwise prevent anyone from using potentially hazardous or non-compliant facilities. Therefore, regardless of whether Inspector is negligent in providing its Services and Deliverable(s), Client agrees to indemnify, hold harmless and defend Inspector, its officers, directors, principals, partners, employees, agents and representatives, from and against any and all claims, loss, cost, damage, or injury that arise due to use, operation, installation or condition of the playground or deficiencies of the playgrounds or the equipment inspected. This section applies to Client's successors, assigns, agents and employees as well as any other party. This section shall survive termination or expiration of this Agreement.

7. Limitation of Liability.

Inspector's liability under this Agreement shall not exceed the fees paid by Client in the three months preceding the date upon which the related claim arose. This section shall survive termination or expiration of this Agreement.

8. Independent Contractor.

In performing the Services, Inspector shall be an independent contractor and not an employee or agent of Client. Nothing in this Agreement shall be deemed to require Inspector to provide the Services exclusively to Client. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on the behalf of the other except to the extent and for the purposes provided for herein. This Agreement does not create an agency, partnership, joint venture or any other similar relationship between the parties.

9. Choice of law.

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Georgia, including its statutes of limitations.

10. Misc.

- a. Entire Agreement. This Agreement together with the exhibits thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules. This Agreement is not transferable and any amendments must be in writing and executed by both parties.
- b. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- c. Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic device (including .pdf) shall be equally as effective as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written below.

Play It Safe Playground Inspection, LLC

City of Cartersville

By: _____

By: _____

Name: Jeffrey Hanson

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Exhibit A

Services Scope and Payment Terms

Scope of Services:

The following are the playgrounds to be inspected and the scope of the inspection and dates for completion of the services ("Services"):

The following playgrounds (each a "Site") will be inspected within the next 60 calendar days.

- Dellinger Park (2 playgrounds) – 100 Pine Grove Road, Cartersville 30120
- Soccer Complex (1 playground) – 152 Milner Road, Cartersville 30120
- Sports Complex (1 playground) – 11 Sugar Valley Road, Cartersville 30120
- Benham Park (1 playground) – 135 Jones Street, Cartersville 30120
- Rotary Park (1 playground) – 209 Fite Street, Cartersville 30120

Price/Payment:

- Dellinger Park (2 playgrounds) - \$ 445.00
- Soccer Complex (1 playground) - \$ 320.00
- Sports Complex (1 playground) - \$ 320.00
- Benham Park (1 playground) - \$ 305.00
- Rotary Park (1 playground) - \$ 305.00

Total \$1,695.00

Invoice will be sent to the following contact upon completion of Services:

c/o Lisa Jenkins
City of Cartersville
100 Pine Grove Road
P O Box 1390
Cartersville, GA 30120
770-607-6171
ljenkins@cityofcartersville.org

Due: upon receipt of invoice