

Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717



Order Number: 0372242
Order Date: 11/18/2024
Salesperson: KD
Customer Number: B52040A
Project Mgr:

(800) 747-5985

visit our website at beaconathletics.com

Sold To:
DYERSVILLE PARK / RECREATION
340 FIRST AVE EAST
DYERSVILLE, IA 52040

Ship To:
DYERSVILLE PARK / RECREATION
340 FIRST AVE EAST
DYERSVILLE, IA 52040

Project name:

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
101-100-160	EACH	2.0	0.0	0.0	19,500.0000	39,000.00

BACKSTOP, IN-LINE LIFT/TENSION
MODEL #BSP-L
PER QUOTE #N11157

FOOTPRINT: 30'-0" x 20'-0" X 30'-0"
OVERALL HEIGHT: 30'-0"
NETTING COVERAGE: 27'-0" TALL NET HUNG ABOVE 3'-0 " TALL MODULAR WALL (BY OTHERS)

*** DIMENSIONS NOTED ABOVE ARE APPROXIMATIONS FOR ESTIMATING PURPOSES ONLY ***

NET MATERIAL: #36 BLACK TWISTED KNOTTED NYLON; 1-3/4" SQUARE
NET MOUNTING: LIFT & TENSION
POLE QTY: (4)
POLE MOUNTING: DIRECT-BURY
POLE TYPE: STEEL
POLE FINISH: BLACK PAINT
HARDWARE: INCLUDED
STAMPED ENGINEERING: NOT INCLUDED

ADD \$3,000.00 TO FINAL TOTAL FOR OPTIONAL STAMPED ENGINEERING REPORT

*** ENGINEERING DISCLAIMER ***
- ENGINEERING COST INCLUDES INITIAL ANALYSIS
- ADDITIONAL REVISIONS WILL INCUR ADDITIONAL COSTS
- IF MODIFICATIONS TO STANDARD DESIGN ARE DEEMED NECESSARY BY ENGINEERING ANALYSIS TO MEET SITE-SPECIFIC CRITERIA, ADDITIONAL MATERIAL CHARGES MAY APPLY

*** IMPORTANT - PLEASE NOTE ***
- PROJECT-SPECIFIC SHOP DRAWINGS WILL ONLY BE PROVIDED UPON RECEIPT OF ORDER
- INSTALLATION NOT INCLUDED
- CONCRETE AND FOUNDATION MATERIALS SUCH AS REBAR CAGES NOT INCLUDED
- CUSTOMER IS RESPONSIBLE FOR UNLOADING ALL MATERIAL DELIVERIES

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	FEDEX GROUND		NET 30

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
145-100-510	EACH	2.0	0.0	0.0	7,200.0000	14,400.00

MODULAR BACKSTOP WALL
 MODEL #MW-3

FOOTPRINT: 30'-0" x 20'-0" X 30'-0"
 OVERALL HEIGHT: 3'

*** DIMENSIONS NOTED ABOVE ARE APPROXIMATIONS FOR ESTIMATING PURPOSES ONLY ***

SYSTEM INCLUDES:

- GALVANIZED STEEL FENCE POSTS
- POWDER-COATED MOUNTING BRACKETS FOR DIRECT CONNECTION TO BACKSTOP SUPPORT POLES
- INTEGRATED ATTACHMENTS FOR BACKSTOP NETTING (NETTING SOLD SEPARATELY)
- ALL MOUNTING HARDWARE
- VINYL SPECTATOR-SIDE BANNERS (PRINTING AVAILABLE BUT NOT INCLUDED)
- 2" X 12" PRESSURE-TREATED LUMBER PLANKS

*** IMPORTANT - PLEASE NOTE ***

- IT IS STRONGLY RECOMMENDED THAT LUMBER PLANKS BE SOURCED LOCALLY TO ENSURE SELECTION OF QUALITY BOARDS.
- USE #2 PRIME OR BETTER GROUND-CONTACT PRESSURE-TREATED 2" X 12" X 8' LONG LUMBER
- APPROX QTY. REQUIRED: (33) - 8' PLANKS

DEDUCT \$1,600.00 FROM QUOTE TOTAL IF SOURCING LUMBER LOCALLY

145-100-100	EACH	40.0	0.0	0.0	245.0000	9,800.00
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WOODLESS PAD KIT - UNPRINTED

STANDARD PAD SIZE: 3' H X 4' W
 CONNECTION TO: BEACON MODULAR WALL

CONSTRUCTION: 2" THICK FOAM WITH 18-OZ UV-TREATED VINYL COVER
 EACH PAD INCLUDES: MOUNTING BRACKETS, FULL-LENGTH SUPPORT BATTEN, & VELCRO TO SECURE BOTTOM OF PAD TO WALL
 COLOR: TBD

ADD \$120.00 PER PAD FOR CUSTOM PRINTING

** IMPORTANT - PLEASE NOTE **

- CUSTOM PRINTING AVAILABLE FOR ADDITIONAL CHARGE
- CUSTOM SIZED FILL-IN PADS MAY BE REQUIRED

** PRIOR TO PLACING ORDER **

- CUSTOMER RESPONSIBLE FOR FIELD CHECKING & CONFIRMING MEASUREMENTS, PAD SIZES, & QUANTITIES
- DRAWINGS AND ARTWORK MOCKUP NEED TO BE SIGNED AND APPROVED PRIOR TO ORDER BEING PLACED
- REQUOTE REQUIRED IF - CHANGE TO PAD SIZES, QUANTITIES, ARTWORK, OR CONSTRUCTION - INCLUDING ADDITION OF CUTOUTS, MITER OR BEVELED EDGES

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Net Order:	63,200.00
Discount	0.00
Freight:	3,500.00
Sales Tax:	0.00
Order Total (USD):	66,700.00

Our promise to our customers...

- Prompt response to your inquiries from knowledgeable and courteous staff*
- Quality products that meet your demanding requirements*
- Commitment to continuous improvement to achieve an exceptional customer experience*

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

John Maher, CEO



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

- 1. PRICES; PAYMENT.** The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.
- 2. CUSTOM ORDERS.** Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.
- 3. CHANGES AND CANCELLATIONS.** Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.
- 4. DELIVERY.** Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.
- 5. INSPECTION FOR DAMAGES AND ACCEPTANCE.** Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.
- 6. WARRANTIES.** Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.
- 7. REMEDIES.** In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.
- 8. LIMITATION OF LIABILITY.** Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



9. **INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.

10. **COPYRIGHTS AND LICENSES.** Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.

11. **FORCE MAJEURE.** Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.

12. **GOVERNING LAW.** The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.

13. **ACCEPTANCE.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

14. **MISCELLANEOUS.** The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: _____

Seller:
BEACON ATHLETICS, LLC

Buyer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____