



Playground Equipment * Site Furnishings * Shade Structures * Surfacing

SALES ORDER

Sales Order Number: SO14089A

Date: Jun 10, 2026

Sales Rep: Brad Barclay

brad@starplaygrounds.com

Project:		Proposed For/Bill To:		Contact Name	
Lander Dog Park 240 Lincoln Street Lander, WY 82520		City of Lander 240 Lincoln Street Lander, WY 82520		Anne Even	
PO #:		Cust ID: City of Lander		Phone	Email
				307-332-2870	aeven@landerwyoming.org
Qty	Item	Description	Unit Price	Amount	
	EFI	Price includes equipment, freight and factory certified installation.			
1.0	Shade-Fab	2 Post Hip Fabric Shade; 16' x 10' w/8' Entry Height and Quick Release.	\$ 6,808.00	\$ 6,808.00	
1.0	Drawings-1	Sealed Engineered Drawings and Calcs	\$ 650.00	\$ 650.00	
1.0	Install	Star Playgrounds Certified Installation	\$ 2,515.00	\$ 2,515.00	
	NOTE0:	Unless noted, pit prep including subbase, grading, excavation, concrete curbing, ramps and/or drainage is not included.			
	NOTE1:	Pricing does not include prevailing wages, payment/performance bonds or any permits. Subject to applicable taxes or tariffs.			
	NOTE3:	Manufacturer recommends removal of fabric in the winter months.			
Signature below indicates agreement to Terms & Conditions on last page.			Subtotal	\$ 9,973.00	
Approved by: _____ Date: _____			Sales Tax		
Printed Name: _____			TOTAL	\$ 9,973.00	



All Quotations and Sales Orders will be subject to the following terms and conditions.
Your signature and initials below indicate acceptance of these terms.
Any external contract or agreement must incorporate these Terms and Conditions.

Signature: _____ Date: _____

Printed Name: _____

TERMS & CONDITIONS

Purchase/Payment Terms ☐

- For Installed Projects: Unless agreed otherwise, a 50% deposit will be required to initiate an order. Final balances will be due upon project completion.
- For All Other Projects: Unless agreed otherwise, a 50% deposit will be required to initiate orders with the final balance due upon invoice receipt.
- Orders under \$5,000.00 require payment in full to initiate.
- Accounts must be current to order. Late fees/interest at the rate of 18% per annum (1.5% monthly), will be charged on all accounts 60 days past due.
- Prices are valid for 30 days unless otherwise indicated.
- Unless specifically listed, pricing does not include taxes, prevailing wages, payment/performance bonds, permits, 3rd party audits or private locales.
- Any applicable taxes or fees will be added to the final invoice unless a tax-exempt certificate is provided.
- Use of a credit card for any payments will be subject to a 3.5% fee.
- Pricing quoted is based on our standard insurance certificate. If additional coverages are required, pricing subject to change.
- A 25% restocking fee, plus any return freight charges apply to orders canceled more than 5 business days from order date.
- Customer agrees to pay all costs incurred in the collection of this account, including accrued interest, and all fees and costs of collection, with or without suit, including reasonable attorney's fees and other costs.

Delivery ☐

- Customer is responsible for lay down space or on site storage if needed.
- Pricing does not include unloading, inventory or storage of equipment at our site or cost, prior to installation unless noted.
- After 90 days, a storage fee equal to the trailer storage costs plus \$350 per month will be assessed for all equipment stored.
- Stored equipment or delayed deliveries do not excuse the customer from its obligation to pay under the same terms as the original schedule.
- DIRECT SHIPMENTS Customer is responsible for unloading and verifying that the shipment is complete and received in good condition if we are not providing installation. Star Playgrounds is not responsible for any shipping damages if they are not noted to the trucking company at the time of delivery. Damaged/short shipments must be reported within 24 hours. Lift-gates are not guaranteed, even if requested, and drivers are not required to help unload.

Lead Times/Scheduling ☐

- Ship dates change continuously. Please contact your sales rep for current estimated lead times.
- Star Playgrounds will not be responsible for changes in manufacturer lead times or shipping delays and will not accept responsibility for damages due to project delays out of their control.

- Star Playgrounds acknowledges that project schedules may be revised by the Customer or General Contractor to reflect changes in sequencing, durations, site readiness, or start dates. Star Playgrounds will make commercially reasonable, good faith efforts to accommodate such schedule modifications, provided they are communicated within a reasonable timeframe and the project site is prepared for playground installation in accordance with agreed-upon specifications.
- Star Playgrounds' work is dependent upon proper site conditions, including but not limited to grading, drainage, access, and completion of preceding trades. The parties agree to work cooperatively to address any delays or disruptions caused by incomplete or unsuitable site conditions or changes in sequencing.
- Star Playgrounds maintains multiple project commitments and will make reasonable efforts to adjust its schedule to align with project needs; however, such adjustments shall be subject to existing workload, crew availability, and prior scheduling obligations. The parties will collaborate in good faith to minimize impacts to all project stakeholders.
- In the event that schedule changes result in significant impacts, including but not limited to remobilization, multiple mobilizations, extended standby time, acceleration, or inefficiencies, the parties agree to discuss and negotiate an equitable adjustment to the contract price and/or contract time.
- Subcontractor shall not be responsible for costs or delays resulting from schedule changes that were not reasonably foreseeable or that were not communicated in a timely manner.

Installation ☐

- Installation is not included unless expressly noted. It is the customer's responsibility to assemble, install and use the products safely and in accordance with the manufacturer's instructions unless expressly agreed otherwise by Star Playgrounds.
- Pricing excludes turf protection/reparation unless otherwise noted.
- Owner is responsible for providing water, power and direct truck access to site for installation. Failure to properly prepare the site by the scheduled date of installation will result in liquidated damages of \$250 per day.
- Skid steers and heavy equipment can leave marks on concrete during installation, unloading or tear out. Star Playgrounds will sweep/clean upon completion but is not responsible for repairs. Some marks may remain visible but will fade over time.
- TRAFFIC CONTROL Any traffic control that is needed for a project is the customer's responsibility.
- SITE PREPARATION Pricing excludes all site preparation, including but not limited to: grading, excavation, curbing, ramps and drainage unless otherwise noted. If customer is preparing site, pricing assumes that site has been prepared to the proper depth, and that grade/slope does not exceed 1-2% in any direction.
- CRANES If required, pick plans and/or inspections will incur additional charges. Charges will be billed at cost plus 20%.



TERMS & CONDITIONS CONTINUED

Installation Continued ☐

- **LANDSCAPING/IRRIGATION/UTILITY** Star Playgrounds will obtain main utility locates from 811. Owner is responsible for locating private and all other utilities, irrigation and drainage system components. Please turn off sprinkler systems one week prior to installation to avoid site damage due to wet ground. Customer agrees that Star Playgrounds, its employees and/or subcontractors are not liable for any damage done to any type of underground utilities, including but not limited to sewer, electrical, telecommunications, or landscaping sprinkler lines/heads on the site chosen by the customer. The customer further agrees that without properly marked utility and irrigation lines, the customer shall be responsible for costs incurred to repair any damages, all costs for medical treatment in the event of injury, and any related costs due to delay in the project. In the unlikely event that Star Playgrounds damages any utilities, we will help facilitate repair, but will not be solely responsible for any repair costs or held liable for project delays.
- **ROCK** Pricing is based on normal soil conditions. In the event that soil, or rock conditions interfere with normal installation time and procedures, additional fees and change orders may apply. Should the situation arise, problems & solutions will be discussed with the customer prior to incurring any additional costs.

Shade ☐

- Footers and required fasteners are included unless otherwise noted.
- Site plan approval, permits, permitting fees, plans, engineering drawings, geotechnical reports and surveying are specifically excluded unless otherwise noted.
- Electrical, other cutouts and ornamentation are not included unless noted.
- Sealed Engineered Drawings and Calcs if requested will be provided in the most recent Colorado IBC version unless specified otherwise.
- Local code requirements are not the responsibility of Star Playgrounds.
- Star Playgrounds will install shade in accordance with the customer's requests. This includes location and height. Note, when determining the location for your shade sail, it is important to keep in mind the movement of the sun across the sky throughout the day. The shade shadow will, of course, move as the sun moves. Star Playgrounds will not move/rotate shade at no cost if desired shadow is not achieved on initial installation.
- Manufacturer recommends removing shade fabric in the winter months.

Surfacing/Drainage ☐

- Customer is responsible for identifying drainage issues before installation.
- Star Playgrounds is not responsible for drainage issues caused by extraordinary weather, natural settling or uncontrollable circumstances.
- **CONCRETE** Concrete forms can leave voids after removal. Gaps between old and new concrete may also occur. Concrete will be poured when weather is appropriate, but we are not responsible for weather or acts of God. Cracking is typical and does not affect the integrity of the concrete.
- **POURED-IN-PLACE (PIP)** Some colors of PIP surfacing are subject to "ambering". Ask your sales rep if your color choice is included. Due to our climate, perimeter gaps and graphic seams are typical and do not affect the integrity of the surfacing and will not be a warranty issue.
- **TURF** Turf will be installed to manufacturer's specifications, however occasionally seams may be visible. This does not affect the integrity of the surfacing and will not be a warranty issue.

General Terms ☐

- Site security includes orange temporary (snow) fence only. Chain link fence and all other security options are available at additional cost.
- Multiple phases/mobilizations are not included unless noted. This includes installing shade fabrics.
- Prices are inclusive of all components listed. If additions/subtractions are made, prices may change.
- Renderings, color choices and custom items are conceptual only and delivered/installed product may vary.
- All quotations and sales orders are expressly subject to these Terms and Conditions. Execution of any quotation, sales order, or related document—including signature, initials, or acceptance by any other means—constitutes acknowledgment and acceptance of these Terms and Conditions. In the event of any conflict, these Terms and Conditions shall govern and take precedence over any customer or third-party contract or agreement, unless expressly agreed to in writing. Any external contract or agreement must incorporate these Terms and Conditions by reference to be valid.

Contact your sales rep named on page one for questions, clarifications or details on any of these Terms & Conditions.

ADDENDUM TO SALES ORDER NO. SO14089A

THIS ADDENDUM ("Addendum") is entered into by and between Star Playgrounds ("Contractor") and the City of Lander, Wyoming, a Wyoming municipal corporation ("City"), and is incorporated into and made a part of Sales Order No. SO14089A dated June 10, 2026 ("Sales Order"). In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Governmental Immunity.** Nothing contained in the Sales Order or this Addendum shall be construed as a waiver of the City's governmental immunity or any rights, defenses, limitations, or protections afforded by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101 through 1-39-121, or any other applicable federal or state law.
2. **Change Orders.** The City shall not be responsible for any additional compensation, extension of time, equitable adjustment, claim, or other change to the Sales Order unless authorized in advance by a written change order executed by the City.
3. **Liquidated Damages.** The provision imposing a charge of Two Hundred Fifty Dollars (\$250.00) per day for failure to prepare the site for installation is deleted and shall have no force or effect.
4. **Attorney Fees.** The attorney fee and collection cost provisions contained in the Sales Order are deleted in their entirety and shall be of no force or effect. Each party shall bear its own attorney fees and costs except as otherwise provided by applicable law.
5. **Liability for Negligence.** Nothing contained in the Sales Order shall relieve Contractor of liability for its negligent acts or omissions or those of its officers, employees, agents, subcontractors, or anyone acting on its behalf.
6. **Winter Shade Fabric.** The parties acknowledge and agree that removal of the shade fabric during the winter months is recommended by the manufacturer but is not required and is not a condition of warranty coverage. If the City elects to remove and store the shade fabric seasonally, such removal, storage, and reinstallation shall be the responsibility of the City.
7. **Conflict.** In the event of any conflict between this Addendum and the Sales Order or the printed Terms and Conditions, the provisions of this Addendum shall control.

Except as expressly modified by this Addendum, the Sales Order remains unchanged and in full force and effect. This Addendum and the Sales Order constitute the entire agreement between the parties regarding the matters addressed herein.

This Addendum may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument.

Each person signing this Addendum represents that he or she has full authority to bind the party on whose behalf the Addendum is executed.

In the event of any conflict between this Addendum and the Sales Order, including the printed Terms and Conditions attached thereto, this Addendum shall govern and control.

DATED this _____ day of _____, 2026.

CITY OF LANDER

By: _____

Name: _____

Title: _____

STAR PLAYGROUNDS

By: _____

Name: _____

Title: _____