

**Town of Mead, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Margil Farms Park Playground Equipment**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **ALTITUDE RECREATION, INC.**, a Colorado corporation, with offices at 720 Austin Ave., Suite 200, Erie, Colorado 80516 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Equipment. Contractor shall supply and convey to the Town title all of the equipment as specified in **Exhibit A** (the “Equipment”). Contractor represents and agrees all of the Equipment meets the appropriate standards and specifications as set forth in **Exhibit A** and that Town's purchase of this Equipment shall have the warranty terms set forth in Section IV hereof. Contractor shall not substitute any specified equipment without prior written approval of the Town.

C. Changes to Services or Equipment. A change in the Scope of Services or Equipment shall not be effective unless authorized through a written amendment to this Agreement signed by

both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

D. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

E. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2023 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### **III. REPRESENTATIVES AND SUPERVISION**

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the Town Manager or his or her designee (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Doug Johannsen (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

#### IV. WARRANTIES

A. New Equipment. Contractor warrants that the Equipment shall be new and suitable for the purpose used by the Town and will be of good quality, free from faults and defects, and in conformance with **Exhibit A**.

B. Title to Equipment. Contractor further warrants that it has full title to all the Equipment to be conveyed to the Town hereunder, that it is transfer of such title to the Town is rightful and that all such Equipment shall be transferred free and clear from all security interests, liens, claims, or encumbrances whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the Town.

C. Warranty on Workmanship. Contractor shall, for one year from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly investigate, repair, or otherwise correct any parts, components or Equipment supplied hereunder which contain faults or defects considered to be minor and not affecting the integrity or structure of the Equipment. Contractor shall, for one year from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly replace any parts, components or Equipment supplied hereunder which contain faults or defects considered to be other than minor, including affecting the integrity of the Equipment.

D. Assignment of Equipment Warranties. The Contractor warrants and shall be responsible and liable to the Town for the warranties which are provided from the manufacturer(s) of all Equipment supplied hereunder. Contractor shall provide, assign, and take whatever additional steps are necessary to ensure that the Equipment is warranted for the benefit of the Town for the respective manufacturers' warranty periods.

#### V. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **ninety thousand two hundred ninety-six and 55/100 dollars (\$90,296.55)**. ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:



- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment within thirty (30) calendar days of Contractor completing all Services to the Town's satisfaction as set forth in **Exhibit A**.

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **VI. PROFESSIONAL RESPONSIBILITY**

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

## **VII. INDEPENDENT CONTRACTOR**

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or

representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

C. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

### **VIII. INSURANCE**

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage

(including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor’s failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or

non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

## **IX. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **X. [RESERVED]**

## **XI. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **XII. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

B. Town’s Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used

in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

### **XIII. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

**If to the Town:**

**If to Contractor:**

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Altitude Recreation, Inc. Attn: Doug Johannsen 720 Austin Avenue, Suite 200 Erie, CO 80516
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.



O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

T. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONTRACTOR:**

**ALTITUDE RECREATION, INC.**, a Colorado corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of ALTITUDE RECREATION, INC., a Colorado corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
*(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))*

[SEAL]

**EXHIBIT A**  
**SCOPE OF SERVICES AND EQUIPMENT**

Contractor will demolish existing all equipment on the site and will dispose of demolished equipment.

Contractor, via a Certified Game Time Installer, shall install the following equipment consistent with the MARGIL FARMS PARK PLAYGROUND proposal (Contractor Job number 102346-02), a copy of which is attached hereto and incorporated by reference.

*Contractor proposal attached; 27 pages*

# Proposal for

02-07-2023  
Job # 102346-02

## MARGIL FARMS PARK PLAYGROUND



1-800-235-2440 | gametime.com

# ABOUT GAMETIME

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.



# COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

## CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

## IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, [www.ipema.org](http://www.ipema.org).

## IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at [www.ipema.com](http://www.ipema.com).

## ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to [www.access-board.gov](http://www.access-board.gov)

## ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

## TUV

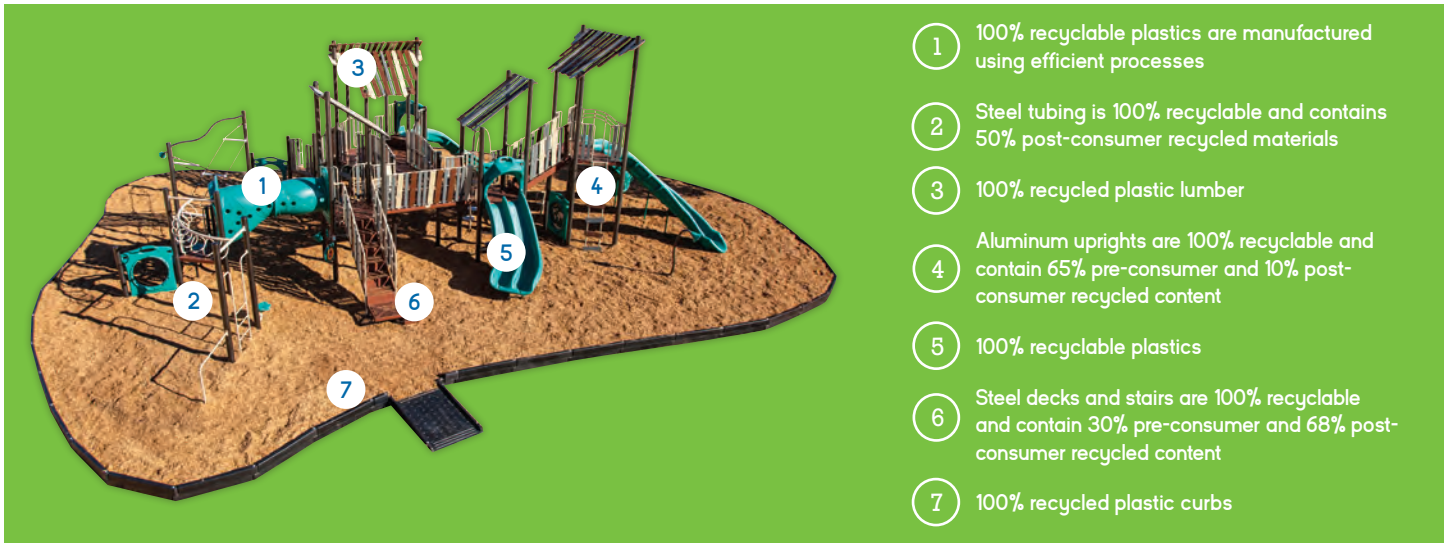
An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.





# ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.



## OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

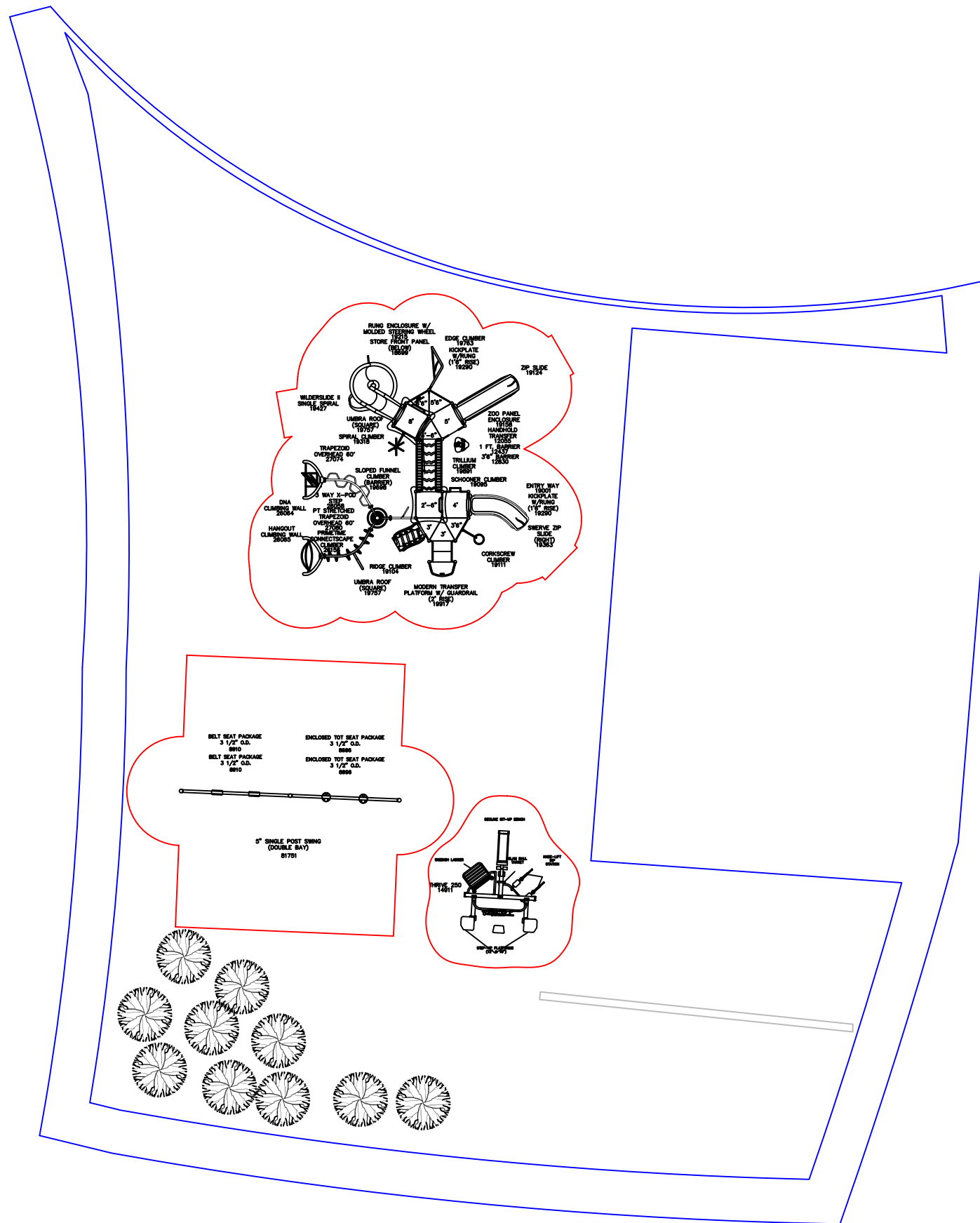
## RECYCLING (ANNUAL)

Cardboard: 28.55 tons	Fork lift batteries: 48 lbs.
Paper: 12.25 tons	PVC trimmings: 1,681 lbs.
Scrap plastics: 37,586 lbs.	Steel: 2,791,275 lbs.
Computer equipment: 5,526 lbs.	Aluminum: 27,965 lbs.
Plastic bottles: 23,850	Cartridges: 260
Fluorescent bulbs: (4') 428	Trash can lids: 220 lbs.
Ballasts: 83 lbs.	Polyurea (liquid): 100 gallons

## 125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.





ISO 9001 CERTIFIED  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com

MARGIL FARMS PARK  
 GRANT PROGRAM  
 Representative  
 ALTITUDE RECREATION

This Unit Includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	Required
Total Elevated Play Components Accessible By Ramp	Required
Total Elevated Components Accessible By Transfer	Required
Total Accessible Ground Level Components Shown	Required
Total Different Types Of Ground Level Components	Required

This play equipment is recommended for children ages  
 5-12

Minimum Area Required:  
 Scale:  
 This drawing can be scaled only when in an 24" x 36" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
 Date:  
 Drawing Name:





Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



[www.gametime.com](http://www.gametime.com)

# Margil Farms Park







Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



[www.gametime.com](http://www.gametime.com)

# Margil Farms Park







PO BOX 680121  
 FORT PAYNE, AL 35968  
[www.GAMETIME.COM](http://www.GAMETIME.COM)  
 800-235-2440

02/07/2023  
 Quote #  
 102346-01-02

## MARGIL FARMS PARK

TOWN OF MEAD  
 Attn: BO HURTADO  
 441 THIRD STREET  
 MEAD, CO 80542  
 Phone: 720-291-1253  
 bhurtado@townofmead.org

Ship to Zip 80542

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
1	RDU	GameTime - CUSTOM PT STRUCTURE	\$68,293.00	\$68,293.00
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(1) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(3) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(2) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(1) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(1) 12055 -- Handhold Transfer		
		(4) 12069 -- 3 1/2"Uprt Ass'Y Alum 14'		
		(1) 12437 -- 12" Barrier		
		(2) 12830 -- 3'-6" Entrance Barrier		
		(4) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(6) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18699 -- Store Front Panel 36"		
		(1) 19001 -- Entry Way		
		(1) 19095 -- Schooner (3'-6" & 4')		
		(1) 19104 -- Ridge Climber		
		(1) 19111 -- Corkscrew (3'-6" & 4')		
		(1) 19124 -- Straight Zip Slide (5')		
		(1) 19158 -- Zoo Panel		
		(1) 19215 -- Rung Enclosure W/ Steering Wheel		
		(2) 19290 -- 1'6" Kickplate W/ Rung		
		(1) 19318 -- Spiral Climber 8'		
		(1) 19363 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 19427 -- Single Spiral		
		(1) 19698 -- Sloped Funnel Climber Barrier (Dbl)		
		(2) 19757 -- Umbra Square Roof		
		(8) 19762 -- Umbra Roof Plug		
		(1) 19763 -- Edge Climber Attachment 5'6/6'0		
		(1) 19891 -- Trillium Climber 5'-0" & 5'-6"		
		(1) 19917 -- Modern Transfer w/Guardrail 2' Rise		
		(1) 26058 -- 3 Way X-Pod Step		
		(1) 26064 -- Dna Climbing Wall Attachment		



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## MARGIL FARMS PARK

Quantity	Part #	Description	Unit Price	Amount
		(1) 26065 -- Hang Out Wall		
		(7) 26094 -- Triangular Shroud		
		(1) 26156 -- 2'-6" Connectscape Climber		
		(1) 27074 -- Trapezoid Overhead Ladder - 60 degrees		
		(1) 27080 -- Stretched Trapezoid Overhead - 60 Deg		
		(4) 5650RP -- 4'-0" Extension W/O Cap		
		(1) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'		
		(4) G12077 -- 3 1/2" Uprt Ass'Y Galv 15'		
1	14911	GameTime - Thrive 250	\$14,856.00	\$14,856.00
1	81751	GameTime - Single Post Swing, Two Bay	\$2,629.00	\$2,629.00
2	8696	GameTime - Encl Seat 3 1/2"(8696)	\$456.00	\$912.00
2	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$366.00	\$732.00
1	INSTALL	GameTime - EQUIPMENT INSTALLATION- INCLUDES DEMO OF EXISTING EQUIPMENT	\$22,945.00	\$22,945.00
			Sub Total	\$110,451.00
			Discount	(\$26,606.51)
			Freight	\$6,452.06
			<b>Total</b>	<b>\$90,296.55</b>

Comments

UNLOADING, STORAGE, SURFACING NOT INCLUDED

PLEASE ADD TAX IF APPLICABLE

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAYCORE WISCONSIN, INC dba GAMETIME

Pricing: f.o.b. factory. [Pricing Firm for 30 Days from the day of this quotation.](#)

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Final TAX amount may change, any additional tax required will be customer's responsibility.

Shipment: Standard playground and furnishings order shall ship within 10-12 weeks, Custom Panels 10-12 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of \$125.00, as well as an additional \$125.00 per week, per order. The customer will be responsible to pay these fees once the equipment ships. Flatbed and Forklift requests would be additional charge (not included)

Freight charges: Allowed & prepaid



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02/07/2023  
Quote #  
102346-01-02

## MARGIL FARMS PARK

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access.

PURCHASER SHALL ABSORB ALL COSTS INCURRED FROM UNKNOWN SOIL CONDITIONS SUCH AS ROCK REMOVAL, POOR DIGGING CONDITIONS (BEDROCK), OR POOR SOIL BEARING CAPACITY, INCLUDING BUT NOT LIMITED TO JACKHAMMER, BACKHOE OR BULLDOZER, SONOTUBES (PLUS DELIVERY, OPERATOR AND INSTALLATION IF REQUIRED)

Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

BILL TO CUSTOMER:

SHIP TO CUSTOMER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL FOR ORDER ACKNOWLEDGEMENT: \_\_\_\_\_

COLORS: \_\_\_\_\_ (PALETTE)

UPRIGHTS: \_\_\_\_\_

DECKS: \_\_\_\_\_

ACCENTS: \_\_\_\_\_

ARCHES: \_\_\_\_\_

PLASTIC: \_\_\_\_\_

METAL ROOFS: \_\_\_\_\_

ROCK PLASTIC: \_\_\_\_\_

GRIPS: \_\_\_\_\_

ROOFS: \_\_\_\_\_

TUBES: \_\_\_\_\_

HDPE: \_\_\_\_\_

2 HDPE: \_\_\_\_\_

SWINGS: \_\_\_\_\_

\_\_\_\_\_  
Sales Associate's Signature

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

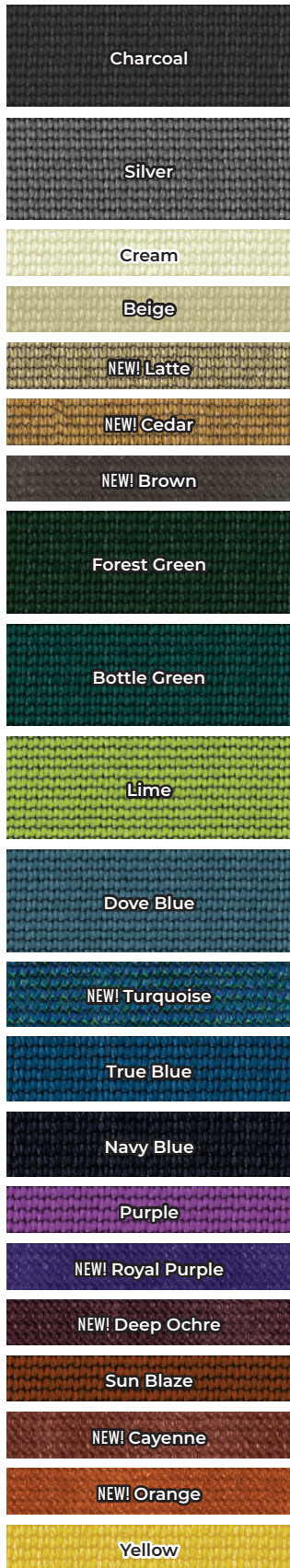
# MATERIAL COLOR OPTIONS

METAL	PLASTIC	HDPE	2 COLOR HDPE
Black	Champagne	Black	Black/White
Starlight Black		Beige	Gray/Black
Metallic	Brown		White/Black
White		Green	Beige/Green
NEW! Vanilla	NEW! Chartreuse		Brown
Champagne		Spring Green	Green
Beige	NEW! Azure		Green
Brown		Sky Blue	Spring Green
Bronze	Blue		Sky Blue
Dark Green		Periwinkle	Blue
Green	Royal Purple		Purple
NEW! Sage		Burgundy	Burgundy
NEW! Ice Butter	Red		Red
NEW! Ice Mint		Orange	Orange
NEW! Chartreuse	Butterscotch		Yellow
Spring Green		Yellow	
NEW! Ocean			
NEW! Azure			
NEW! Sea Mist			
Sky Blue			
Blue			
Periwinkle			
Royal Purple			
Burgundy			
Red			
Orange			
Butterscotch			
Yellow			

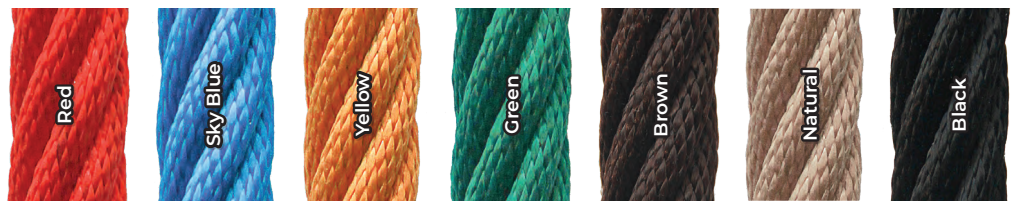


# MATERIAL COLOR OPTIONS

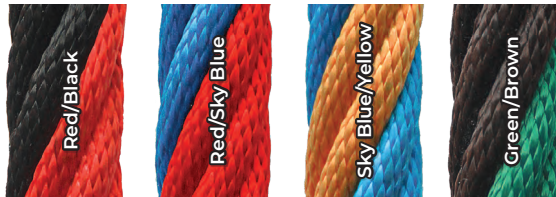
## SHADE FABRIC



## VISTAROPÉ™ STANDARD

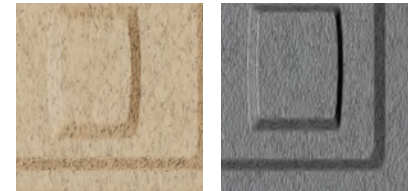


## VISTAROPÉ™ CUSTOM



\*Colors for VistaRope products only. All standard GameTime ropes are black.

## SPECIAL ROCK



Sandstone

Deep Granite

## WALLCANO® HANDHOLDS



Red

Green

Blue

Beige

## SITE RECYCLED PLASTIC LUMBER

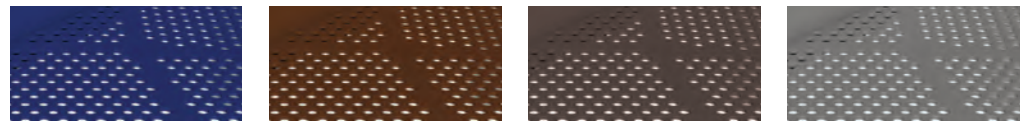


Gray

Tudor

Sand

## DECKS



Blue

Brown

NEW! Chocolate

Gray



# PALETTES

NEW!



## BEDROCK

- Fabric Shade **Silver**
- Plastic Roof **Champagne**
- Uprights **Sage**
- Accent 1 **White**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Grey/Black**
- Roto Plastic **Champagne**
- Tube **Champagne**
- Rock **Dark Granite**
- Decks **Brown**

NEW!



## MOSSY GROVE

- Fabric Shade **Lime**
- Plastic Roof **Chartreuse**
- Uprights **Sage**
- Accent 1 **Chartreuse**
- HDPE **Spring Green**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Chartreuse**
- Tube **Champagne**
- Rock **Sandstone**
- Decks **Brown**



## SPRING BLOOM

- Fabric Shade **True Blue**
- Plastic Roof **Spring Green**
- Uprights **Champagne**
- Accent 1 **Spring Green**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/White**
- Roto Plastic **Sky Blue**
- Tube **Spring Green**
- Rock **Deep Granite**
- Decks **Brown**

# PALETTES



## MALIBU

- Fabric Shade **Forest Green**
- Plastic Roof **Spring Green**
- Uprights **Bronze**
- Accent 1 **Beige**
- HDPE **Spring Green**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Spring Green**
- Tube **Spring Green**
- Rock **Sandstone**
- Decks **Brown**



## JURASSIC

- Fabric Shade **Sun Blaze**
- Plastic Roof **Champagne**
- Uprights **Sage**
- Accent 1 **Butterscotch**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Burgundy/White**
- Roto Plastic **Champagne**
- Tube **Champagne**
- Rock **Sandstone**
- Decks **Brown**



## FORESTER

- Fabric Shade **Forest Green**
- Plastic Roof **Green**
- Uprights **Brown**
- Accent 1 **Beige**
- HDPE **Beige**
- 2 Color HDPE **Beige/Green**
- Roto Plastic **Green**
- Tube **Green**
- Rock **Deep Granite**
- Decks **Brown**

# PALETTES

NEW!



## ARCTIC

- Fabric Shade **Sky**
- Plastic Roof **Periwinkle**
- Uprights **White**
- Accent 1 **Champagne**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/White**
- Roto Plastic **Periwinkle**
- Tube **Sky Blue**
- Rock **Deep Granite**
- Decks **Gray**

NEW!



## CUCUMBER

- Fabric Shade **Cream**
- Plastic Roof **Green**
- Uprights **Ice Mint**
- Accent 1 **Vanilla**
- HDPE **Blue**
- 2 Color HDPE **Blue/ White**
- Roto Plastic **Green**
- Tube **Green**
- Rock **Deep Granite**
- Decks **Chocolate Brown**

NEW!



## VOYAGE

- Fabric Shade **Charcoal**
- Plastic Roof **Azure**
- Uprights **Sage**
- Accent 1 **Ice Butter**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Deep Granite**
- Decks **Gray**



# PALETTES

NEW!



## TIMBERLAND

- Fabric Shade **Sky**
- Plastic Roof **Sky Blue**
- Uprights **Brown**
- Accent 1 **Spring Green**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/ White**
- Roto Plastic **Sky Blue**
- Tube **Sky Blue**
- Rock **Deep Granite**
- Decks **Blue**

NEW!



## POPSICLE

- Fabric Shade **Brown**
- Plastic Roof **Burgundy**
- Uprights **Vanilla**
- Accent 1 **Azure**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Burgundy**
- Tube **Burgundy**
- Rock **Deep Granite**
- Decks **Chocolate Brown**



## PASSION FRUIT

- Fabric Shade **Azure**
- Plastic Roof **Yellow**
- Uprights **Orange**
- Accent 1 **Spring Green**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/ White**
- Roto Plastic **Yellow**
- Tube **Yellow**
- Rock **Sandstone**
- Decks **Brown**

# PALETTES

NEW!



## AURORA

- Fabric Shade **Bottle Green**
- Plastic Roof **Azure**
- Uprights **Ice Butter**
- Accent 1 **Azure**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Grey/Black**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Dark Granite**
- Decks **Gray**



## AVALON

- Fabric Shade **Silver**
- Plastic Roof **Champagne**
- Uprights **Bronze**
- Accent 1 **White**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Periwinkle**
- Tube **Periwinkle**
- Rock **Deep Granite**
- Decks **Gray**



## WEST PALM

- Fabric Shade **Lime**
- Plastic Roof **Orange**
- Uprights **Sky Blue**
- Accent 1 **Spring Green**
- HDPE **Blue**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Orange**
- Tube **Orange**
- Rock **Sandstone**
- Decks **Gray**

# PALETTES



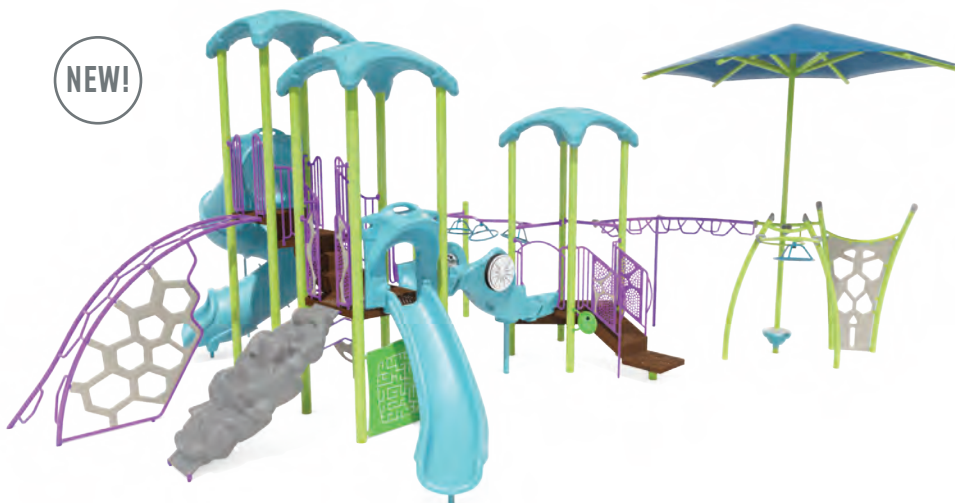
## WHIMSY

- Fabric Shade **Navy Blue**
- Plastic Roof **Orange**
- Uprights **White**
- Accent 1 **Blue**
- HDPE **Orange**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Periwinkle**
- Tube **Sky Blue**
- Rock **Deep Granite**
- Decks **Grey**



## WATERMELON

- Fabric Shade **Lime**
- Plastic Roof **Red**
- Uprights **White**
- Accent 1 **Chartreuse**
- HDPE **Green**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Red**
- Tube **Red**
- Rock **Dark Granite**
- Decks **Blue**



## OCEAN FLOOR

- Fabric Shade **True Blue**
- Plastic Roof **Azure**
- Uprights **Chartreuse**
- Accent 1 **Royal Purple**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Dark Granite**
- Decks **Brown**

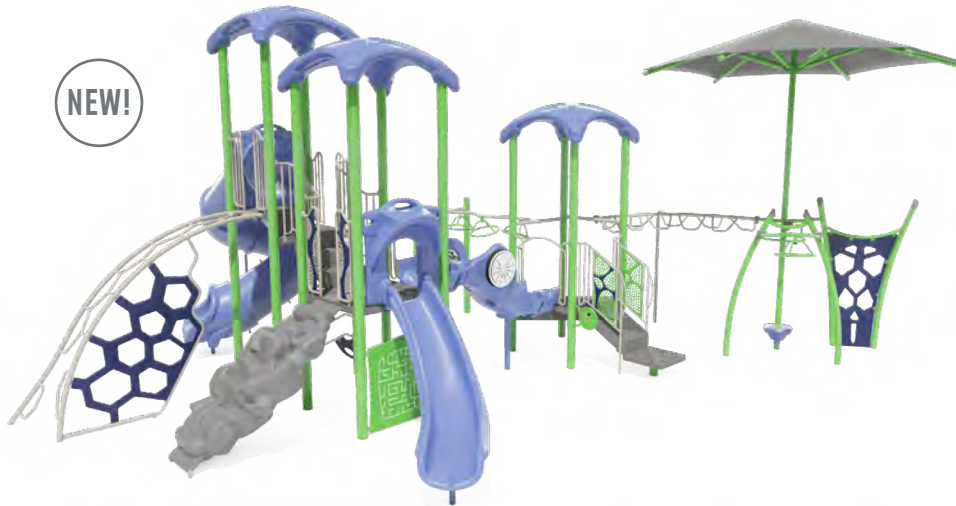


# PALETTES



## DEEP SPACE

- Fabric Shade **Dove Blue**
- Plastic Roof **Sky Blue**
- Uprights **Starlight Black**
- Accent 1 **Yellow**
- HDPE **Red**
- 2 Color HDPE **Red/White**
- Roto Plastic **Sky Blue**
- Tube **Sky Blue**
- Rock **Deep Granite**
- Decks **Blue**



## HONEYSUCKLE

- Fabric Shade **Cloud**
- Plastic Roof **Periwinkle**
- Uprights **Spring Green**
- Accent 1 **Champagne**
- HDPE **Blue**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Periwinkle**
- Tube **Periwinkle**
- Rock **Deep Granite**
- Decks **Gray**



## DISCOVERY

- Fabric Shade **Orange**
- Plastic Roof **Azure**
- Uprights **Periwinkle**
- Accent 1 **Butterscotch**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Deep Granite**
- Decks **Gray**

# PALETTES



## EMERALD

- Fabric Shade **Deep Sea**
- Plastic Roof **Spring Green**
- Uprights **Metallic**
- Accent 1 **White**
- HDPE **Yellow**
- 2 Color HDPE **Red/White**
- Roto Plastic **Spring Green**
- Tube **Spring Green**
- Rock **Deep Granite**
- Decks **Blue**



## RIPTIDE

- Fabric Shade **True Blue**
- Plastic Roof **Sky Blue**
- Uprights **Sea Mist**
- Accent 1 **Azure**
- HDPE **Orange**
- 2 Color HDPE **Orange/White**
- Roto Plastic **Sky Blue**
- Tube **Sky Blue**
- Rock **Dark Granite**
- Decks **Blue**



## SHINE

- Fabric Shade **Sky**
- Plastic Roof **Orange**
- Uprights **Sky Blue**
- Accent 1 **Spring Green**
- HDPE **Orange**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Orange**
- Tube **Orange**
- Rock **Sandstone**
- Decks **Gray**



# PALETTES

NEW!



## BEE HIVE

- Fabric Shade **Silver**
- Plastic Roof **Yellow**
- Uprights **Black**
- Accent 1 **Ice Butter**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Grey/Black**
- Roto Plastic **Yellow**
- Tube **Yellow**
- Rock **Dark Granite**
- Decks **Brown**

NEW!



## ERUPTION

- Fabric Shade **Sun Blaze**
- Plastic Roof **Red**
- Uprights **Orange**
- Accent 1 **Butterscotch**
- HDPE **Orange**
- 2 Color HDPE **Red/White**
- Roto Plastic **Red**
- Tube **Red**
- Rock **Dark Granite**
- Decks **Brown**

## SUNRISE



- Fabric Shade **Yellow**
- Plastic Roof **Royal Purple**
- Uprights **Orange**
- Accent 1 **White**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Royal Purple**
- Tube **Royal Purple**
- Rock **Deep Granite**
- Decks **Gray**

# PALETTES



## JOVIAL

- Fabric Shade **Navy Blue**
- Plastic Roof **Spring Green**
- Uprights **Burgundy**
- Accent 1 **Butterscotch**
- HDPE **Gray**
- 2 Color HDPE **Grey/Black**
- Roto Plastic **Spring Green**
- Tube **Spring Green**
- Rock **Deep Granite**
- Decks **Blue**

NEW!



## MACAW

- Fabric Shade **Yellow**
- Plastic Roof **Yellow**
- Uprights **Orange**
- Accent 1 **Chartreuse**
- HDPE **Sky Blue**
- 2 Color HDPE **Sky Blue/White**
- Roto Plastic **Red**
- Tube **Red**
- Rock **Dark Granite**
- Decks **Blue**



## GUM DROP

- Fabric Shade **Navy Blue**
- Plastic Roof **Blue**
- Uprights **Burgundy**
- Accent 1 **Butterscotch**
- HDPE **Blue**
- 2 Color HDPE **Red/White**
- Roto Plastic **Blue**
- Tube **Blue**
- Rock **Deep Granite**
- Decks **Blue**

NEW!



## INDEPENDENCE

- Fabric Shade **Navy Blue**
- Plastic Roof **Gray - Champagne**
- Uprights **Burgundy**
- Accent 1 **White**
- HDPE **Blue**
- 2 Color HDPE **PG Blue/White**
- Roto Plastic **Gray - Champagne**
- Tube **Gray - Champagne**
- Rock **Deep Granite**
- Decks **Blue**



# INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.



## INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

## CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and now industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground hole,

recognize and avoid underground utilities, and use the tools needed to ensure an accurate.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that will give installers the knowledge and skills to make your playground everything you expect it to be. By completing our training, we can have the confidence that no matter where they are in the US, all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

Upon completion of the course our installers sign a contract that we share with our sales force, so that when scheduling an installation our representatives know who to choose to get the job done right. This manufacturer specific training course is unique to GameTime alone, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you should trust us to be your playground company.



# MAINTENANCE

Our comprehensive guide will help you maintain your playground.



## IMPORTANCE OF MAINTENANCE

Designing and building a GameTime playground is an important first step in creating play opportunities that enrich the lives of children and the community in which they live. Once the playground is open, however, it is equally important to perform regular inspections and maintenance to ensure your investment, and the benefits it represents, is protected.

The National Recreation and Parks Association's Certified Playground Safety Inspection Course estimates that nearly 40% of all playground injuries occur sure to improper or neglected maintenance. To help you create an inspection and maintenance program for your playground GameTime developed a comprehensive Playground Maintenance Guide to help you maintain and protect your playground.



## CUSTOMIZED MAINTENANCE KIT

We provide a customized maintenance kit with every play system. Each kit includes:

- Touch up paint customized to your selected color palette to touch up nicks and scratches cause by wear and tear and/or vandalism
- Graffiti Remover designer to remove unwanted paint from plastic and metal without damaging the finish underneath
- Customized toolkit specifically for the bolts, fittings, and connections on your play system
- Instruction manual with easy-to-read assembly instructions for every component on your system

# INSURANCE

GameTime has \$51 Million in product liability insurance.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/02/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.
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**COVERAGES**      **CERTIFICATE NUMBER:** ATL-004720415-32      **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MKLV2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
F	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A	UB-2N106953-19-51-R	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D	<input checked="" type="checkbox"/> MANDATORY IN NH If yes, describe under DESCRIPTION OF OPERATIONS below			UB-2N159031-19-51-K	08/01/2019	08/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
B				UB-7J602089-19-14-G (See Additional Page.)	08/01/2019	08/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			BE 015899319	08/01/2019	08/01/2020	Each Occurrence 15,000,000 Aggregate 15,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Information Only

<b>CERTIFICATE HOLDER</b> GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ACORD 25 (2016/03)

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GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.






# WARRANTY

GameTime offers a comprehensive warranty on all of our products.

150 PlayCore Drive, SE  
Fort Payne, Alabama 35967  
Telephone: 256/845-5610  
Facsimile: 256/845-9361  
Email: [service@gametime.com](mailto:service@gametime.com)



A PLAYCORE Company

## GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- ✓ Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- ✓ Fifteen-Year limited warranty on rotationally-molded products.
- ✓ Ten-Year limited warranty on GTFit, THRIVE and Challenge Course posts & bars.
- ✓ Ten-Year limited warranty on site furnishings against structural failure.
- ✓ Ten-Year limited warranty on SunBlox® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- ✓ Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- ✓ One-Year limited warranty on Challenge Course timing components.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

GTW200101 Page 1

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- Lifetime limited warranty on all hardware.
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- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- One-Year limited warranty on Challenge Course timing components.
- One-Year limited warranty on all other GameTime products.

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all its parts will be free from defects in material and manufacturing workmanship.

