

Proposal All Play, Inc.

13903 Van Wall
Houston, Texas 77040-5445
Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

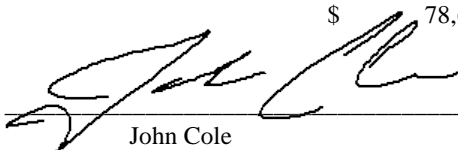
PROPOSAL SUBMITTED TO: City of Tomball	PHONE: FAX:	DATE: 8/30/2023
STREET: 401 Market Street	PROJECT NAME: City of Tomball - MLK Park	
CITY, STATE AND ZIP CODE: Tomball, TX 77375	PROJECT LOCATION/SHIP TO: 403 S Chestnut Dr, Tomball, TX 77375	

SALES PERSON Cameron Cole 281-814-2102	JOB CONTACT: Drew Huffman	E-MAIL dhuffman@tomballtx.gov	JOB PHONE
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QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Product #: PB2273264 (Play Builders® - 3.5" Post)	\$ 45,682.00	\$ 45,682.00
1	PROMO UNIT DISCOUNT	\$ (13,183.00)	\$ (13,183.00)
1	Solar System Panel	\$ 1,172.00	\$ 1,172.00
1	4 Post HIP 401 Length 40 ft 0 in x Width 24 ft 0 in by 12 ft 0 in Entry	\$ 10,800.00	\$ 10,800.00
1	Removal of existing playground structure	\$ 3,600.00	\$ 3,600.00
1	Installation of Product #: PB2273264	\$ 16,750.00	\$ 16,750.00
1	Installation of shade structure	\$ 5,750.00	\$ 5,750.00
1	Approximately 50 yards of engineered wood fiber to top off area and meet ASTM standards	\$ 3,000.00	\$ 3,000.00
	Pricing is based on better than BuyBoard Contract #: 679-22		
1	Fall Surfacing Surcharge: Surcharge is based on current market pricing and price may be increased based on market conditions at time of installation	\$0.00	\$ -
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 73,571.00
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 4,800.00
		ERF	\$ 240.00
		TAX	
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 78,611.00

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Seventy Eight Thousand Six Hundred Eleven Dollars \$ 78,611.00

Payment Terms: Net 30 days with PO Payable to
 \$ 78,611.00 All Play, Inc. with no regards or allowance for retainage

Authorized Signature:  John Cole

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ **Signature** _____
Title _____

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ADDITIONAL TERMS AND CONDITIONS

1. ALL PLAY, INC. ("API") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on **cash/check** method of payment.
3. Payment Terms are as specified on pg. 1. API reserves the right to place a service charge on all amounts not paid ("past due") in accordance with the Payment Terms at the highest rate permitted by law. You further agree to pay API's expenses of collection of any past due amounts, including reasonable attorney's fees and court costs.

A copy of the signed check for the balance due must be faxed to our office prior to ship date for the installers to be dispatched.

4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. API will field dress any rutting or disturbances caused by API's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A **30% cancellation fee** will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal. If the equipment has already been shipped when the order is cancelled, freight charges from and returning to the manufacturer will be charged the customer in addition to the 30% cancellation fee.
7. API's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of API's proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** Customer agrees that API will not be liable for any whole or partial failure, interference with, hindrance of or delay in performing an obligation under these Terms & Conditions that is due to any of the following causes beyond its reasonable control, whether foreseeable or not: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental orders, ordinances, rules, regulations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy or API's inability to deliver or to install any Equipment.
13. Permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. **All Play, Inc. is not responsible for underground utilities and/or all other covered systems.** Surcharges will incur for abnormal substrate, *i.e.*, concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM API, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE API AND ALL OF ITS SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM API, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE API'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that API reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

Date of Acceptance: _____

Title _____



ALL PLAY



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