

PlayPower LT Farmington, Inc. 878 E. US Hwy 60 Monett, MO 65708 1-800-325-8828

QUOTE: E0016221130

Project: E0016\_44740452738\_06

#### Bill To:

Accounts Payable
Township of Brock
1 Cameron Street East
PO Box 10
Cannington, ON L0E 1E0
705-432-2355 (phone)
AP@brock.ca

## **Project Name & Location:**

Attn: (JH) Sunderland Pk, Twsp of Brock Sunderland Park Sunderland, ON

## Prepared by:

PlayPower LT Canada Inc.

P.O. Box 125
Paris, ON N3L 3E7
1-800-265-9953 Ext. 7 (phone)
1-519-442-8200 (fax)
jake.hoogstraten@playpower.com

## Ship To Address:

Gerry Hoogstraten Hoog's Installations Warehouse 326 Grand River Street North Paris, ON N3L 3R7 519-732-0425 (phone) gerry@hoogs.ca

## End User:

Wayne Ward Township of Brock 1 Cameron Street East PO Box 10 Cannington, ON L0E 1E0 705-432-2355 Ext. 245 (phone) Wayne.Ward@brock.ca

Quote Number: E0016221130 Quote Date: 12/1/2022

Valid For: 30 Days From Quote Date

## PlayArea\_2-1\_1

Product line: PlayBuilders Age group: 18mon-12yrs

## Global defaults

Laminated Panel COBALT-SAND-COBALT
PB Ground Cover Buried
PB Panel/Crawl Tunnel Color CHARTREUSE

PB Panel/Crawl Tunnel Color CHARTREUSE
PB Slide Color CHARTREUSE
PB Vinyl Clr SAND

Play Builder Accent Color METALLIC GRAY

Play Builder Post Color COBALT

## Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100005640	PB TRIANGLE DECK	1	30.00	4.01	581.00	581.00
200072938	TOOL BOX F/PLAY BUILDERS (MM)	1	5.00	0.36	0.00	0.00
200122443	SLIDE SPIRAL PB 1625/64 (2007)	1	378.00	187.69	5,702.00	5,702.00
200127048	PB STEEL STORE FRONT	1	64.00	6.11	1,137.00	1,137.00
200200016	PB ANIMAL CRAWL-THRU PANEL	1	85.00	45.00	1,330.00	1,330.00
200200196	PB DK/DK PLATE 8"/203MM (FACES)	2	14.00	0.40	154.00	308.00
200200531	KIT MAINTENANCE PB W/O LIST PRICE	1	0.00	0.00	0.00	0.00
200200650	PB TELESCOPE PANEL DKMT	1	60.00	4.00	1,427.00	1,427.00

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200200659	PB STEPS DK/DK-LRG HOLE812mm W/RAILS	1	180.00	16.70	2,186.00	2,186.00
200200767	PB TRANSFER STATION (2006)	1	175.00	15.00	1,860.00	1,860.00
200200867	PB LEANOUT MONKEY PÄNEL DKMT	1	140.00	25.00	1,883.00	1,883.00
200202438	PB VERTICAL POD CLIMBER 48"	1	105.00	27.00	1,771.00	1,771.00
200202613	PB POST W/CAP 2690MM (106")	2	39.00	1.70	193.00	386.00
200202616	PB POST W/CAP 3300MM (130")	1	47.00	2.10	228.00	228.00
200202618	PB POST W/CAP 3710MM (146")	1	53.00	2.40	251.00	251.00
200202619	PB POST W/CAP 3910MM (154")	1	56.00	2.50	265.00	265.00
200202620	PB POST W/CAP 4115MM (162")	2	59.00	2.60	274.00	548.00
200202622	PB POST W/CAP 4520MM (178")	2	65.00	2.90	299.00	598.00
200202745	NU-EDGE LOG SLICE CLIMB 1220MM(48") F/PB	1	130.00	6.50	2,794.00	2,794.00
200202770	NU-EDGE STUMP PINE SHORT F/PB	3	35.00	3.00	651.00	1,953.00
200202811	PB NU-EDGE BEAM ROOF SINGLE	2	150.00	30.00	3,196.00	6,392.00
200202993	PB HEX DECK	1	220.00	12.00	3,033.00	3,033.00
200203472	PB ACTIVITY PANEL FRAME DKMT	1	40.00	0.70	422.00	422.00
200203477	ACTIVITY PANEL A-MAZE-ING INSERT	1	13.00	1.20	856.00	856.00

## RiskSign\_Included

Product line: Park Service

Age group:

## Global defaults

RISK MGNT SIGN CLR COBALT

Description

Components
Part Number

BOOK

787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00	0.00	0.00
Additional	Items					
Part Number	Description	Qty	Weight	Volume	<b>Unit Price</b>	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00	0.00	0.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	3	0.00	0.00	0.00	0.00
200305596	14' MED CRATE (ASSY DOMESTIC)	1	277.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	2	385.00	0.00	0.00	0.00
925605	LABEL P/C (18 MOS TO 12 YRS) PPLT	2	1.00	0.00	7.70	15.40
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00

Qty

Weight

## Totals:

Equipment Weight: 3,589.00 lbs
Equipment Volume: 452.47 ft³
Equipment List: \$35,926.40
Discount Amount: -\$9,701.40
Products Subtotal: \$26,225.00

Volume

**Unit Price** 

Total

Installation: \$11,700.00

Freight: \$1,625.00 Code: PPA

Subtotal: \$39,550.00 Harmonized Sales Tax\*: \$5,141.50

Grand Total: \$44,691.50

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Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc. Attention: Sales Administration 878 E US Hwy 60

Monett, Missouri, USA 65708

1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington PO Box 734155

Dallas, TX 75373-4155

#### NOTE:

\* Applicable sales taxes will be confirmed once order and any tax certificates are received † Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

### **COMMENTS:**

**INSTALLATION INCLUDES:** 

\*\*\*SUPPLY AND INSTALLATION OF THE ATTACHED DESIGN.\*\*\*

\*\*\*SUPPLY AND INSTALLATION OF 12" OF EWF FOR 741 SQ. FT. - 42 CU. YDS. INCLUDED\*\*\*

\*\*\*INSTALLED VIA BLOWER TRUCK - INCLUDES ONE LAYER OF FILTER CLOTH.\*\*\*

\*\*\*ALL SITE PREP AND DRAINAGE STONE IS TO BE COMPLETED BY OTHERS\*\*\*

This playground contains 16.56% recycled content This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date

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# THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By:	Date:

## ADDITIONAL TERMS & CONDITIONS OF SALE

- 1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.
- 3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
- 4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- 5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- 6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
- 7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- 8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

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