



# PROPOSAL

Created: Nov. 29, 2018  
 Modified: Nov. 29, 2018

Garrison Park Omni Spin

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Prepared For: Tammie French  
 931-456-6632  
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Bill To: Tammie French  
 City of Crossville  
 TBD  
 Crossville, TN 38555

Ship To: Garrison Park  
 Garrison Loop  
 Crossville, TN 38555

Please make out purchase orders, contracts, and checks to:

Invoice Address                      Recreational Concepts  
 1151 S Willow Ave Ste D  
 Cookeville, TN 38506

Payment Terms: 50% down at PO, 25% upon  
 delivery, Balance upon completion

We are pleased to submit this proposal to supply the following items:

### Garrison Park OmniSpin® Spinner

QTY	Model No	DESCRIPTION	UNIT PRICE	WEIGHT	EXTENDED AMT
				-	\$ -
				-	\$ -
1	173591A	OmniSpin® Spinner	\$ 7,010.00	-	\$ 7,010.00
				-	\$ -
1		3% Surcharge	\$ 210.30	-	\$ 210.30
				-	\$ -
1		Estimated Freight	\$ 800.00	-	\$ 800.00
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -





		***Pricing good until Dec. 15th, 2018.			-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
					-	\$	-
		***Please submit sales tax exempt certificate upon placing order if applicable.			-	\$	-

Freight		
Subtotal	\$	8,020.30
Tax Rate		9.75%
Project Tax		***Not Included
Equipment Installation	\$	1,500.00
Project Total	\$	9,520.30





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### Standard Terms and Conditions

Pricing: Prices are firm for 30 days unless otherwise noted. Installation costs, if shown, are for one installation unless otherwise noted. Taxes will be shown separately, if applicable. Any applicable taxes not shown will be applied to the final invoice.

Payment Terms: Payment terms are as stated above. Payment in full is due within stated terms. Pre-payment may be required for orders equaling less than \$5,000.00. A 1.5% per month finance charge will be imposed on all Past due accounts. Checks should be made payable to and mailed as indicated in the "Invoice Address" section of this quotation.

Returns: Returns are available on shipments delivered within the last 30 days if the product is in merchantable conditions, has never been installed, and has never been stored in an area with little or no protection. A 25% restocking fee will be charged on all returned goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item(s) upon return. No refunds on custom orders.

Installation: The site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation is complete, unless other arrangements are made and noted on the quotation.

### Agreement Execution

As and authorized agent, I accept the terms and conditions of this proposal for purchase of goods and services.

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Purchase Order # \_\_\_\_\_





**Choice of Law:**

This agreement is acknowledged to have been made in and shall be construed in accordance with the laws of the State of Tennessee, United States of America. Any actions under this Agreement shall be brought only in the Putnam County Chancery Court located in the City of Cookeville, Tennessee, United States of America. The parties specifically hereby submit to the jurisdiction of such courts. The parties' legal obligations under this agreement are to be determined from the precise and literal language of this agreement and not from the imposition of laws attempting to impose additional duties or fiduciary obligations or any other similar obligation that were not the express basis of the bargain at the time this agreement was made. The parties are sophisticated business entities and/or persons with legal counsel available to review the terms of this agreement, and the parties represent that they have fully read this agreement and understand and accept its terms.

**Expenses and Costs:**

Customer hereby agrees to pay any and all costs associated with any action(s) taken by Recreational Concepts, or its agent(s), in regard to this contract including, but not limited to, reasonable attorney's fees, court costs, expenses and/or discretionary costs. Any action(s) taken by Recreational Concepts may include, but in no way is limited to, pursuing or defending any action brought in regard to this contract.

**Ambiguity:**

The parties enter into this agreement with both parties fully acknowledging and agreeing to the terms contained herein. Both parties agree and understand that if any ambiguity exists in this agreement, said ambiguity shall not be construed against either party, and the contract shall be construed as to enforce the intentions of the parties as stated herein. The terms contained in this agreement shall be given their ordinary meaning.

**Severability:**

If any term of this Agreement is determined to any extent to be invalid, illegal, or incapable of being enforced, said term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**Risk of Loss:**

Any and all goods purchased from Recreational Concepts shall be deemed delivered at the time Recreational Concepts tenders said goods and the risk of loss passes to the customer upon said tender. If Recreational Concepts is required to ship any goods, the parties agree that the risk of loss shall be upon the customer once the goods are delivered to the carrier chosen by Recreational Concepts.

**Assignment:**

Customer agrees not to transfer or assign its rights or obligations under this contract without the express written approval of Recreational Concepts.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Customer Signature:





## Utility Notice and Release of Liability

In order to understand the difference between PUBLIC utilities and PRIVATE utilities, please read. If you have any questions, please contact Recreational Concepts.

### Definitions:

**PUBLIC utilities:** *Utility lines owned by a business organization (such as an electric company) performing a public service and subject to special governmental regulations. Generally, lines from the street to the meter are considered PUBLIC.*

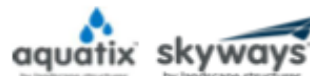
**PRIVATE utilities:** *Utility lines running from the meter leading inside the property (such as electrical, gas and water lines) or lines from inside the property leading to a street connection (such as sewer or other drain lines) are considered PRIVATE. PRIVATE utilities can include but are not limited to the following: Electric, water, gas, phone, cable, geo-thermal, irrigation, sewer, storm water drainage, fiber optic.*

### Responsibilities:

Prior to excavation Recreational Concepts' installers will perform an 811 Utility Locate of the work site area. This will locate and PUBLIC Utilities in the work area, it does not locate PRIVATE utilities. Recreational Concepts' installers and local locate companies are responsible for the care and damage prevention of PUBLIC utilities.

PRIVATE utility lines are the responsibility property owner. Recreational Concepts and their installers require all PRIVATE utility lines to be located and clearly marked with high visibility paint and flags. The property owner assumes all responsibility and cost associated with unmarked lines damaged during excavation. If lines are located within the dig area they must be listed on page of this document.

\_\_\_\_\_ Initial





## Underground Obstacle Notice

Recreational Concepts prices the installation of Playground and other equipment based upon the assumption of the work site being clear of underground obstacles. These obstacles include but are not limited: *heavy rock, shot rock, utility lines, buried trash, old building foundations, abandoned roads, ground water.*

The presence of heavy rock or other obstacles that prevent the digging of footers with a typical skid steer with auger and require extra measures such as the rental of jack hammers or extensive hand digging will be billed by change order on a cost basis.

The presence of known utility lines in the work area that require hand digging will be billed by change order on a cost basis.

These presences of heavy-ground water that requires a change of footer design or other construction measures will be billed by change order on a cost basis.

As the property owner or as the authorized representative of the property owner, I have read the above and understand that the property owner is liable for additional cost incurred during construction due to underground obstacles located within the work site area of the property located at:

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Property Name

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Address

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City, State, Zip

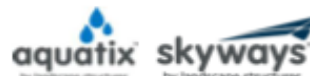
This document serves to notify the customer that underground obstacles are a present and common issue. Recreational Concepts will work with customer to keep any added cost to a minimum, but there is always a possibility of these unforeseen obstacles.

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Signature

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Date







Notes:

[Dv](#)

