

April 2, 2018

PO BOX 263  
ALAMO, CA 94507  
**Phone** (800) 879-7730  
**Fax** (510) 893-2163  
**Email** info@miracleplaygroup.com



<b>Job: P18_0425_Sun Valley Elementary Net Play</b>	End User To:		Sub Total \$37,190.47
Name:	San Rafael City Schools		Freight \$2,055.00
P18_0425_SunValleyElem		Bill To: San Rafael City Schools	Tax \$2,316.19
NetPlay_001	San Rafael, CA	310 Nova Albion Way	Total \$41,561.66
Number: 00002278		San Rafael, CA	
Type: Equipment and Install	Delivery Address:	94903	
CSL:	75 Happy Lane San Rafael	Delivery Contact:	
PO:	94901	Delivery Phone:	
Terms: Net 30			

Item	Type	Qty	Rate	Total
#440-12 Single Miracle Timber, 6' length with stakes	Equipment	35	\$77.00	\$2,695.00
Installation ONLY for district supplied spinner	Install	2	\$550.00	\$1,100.00
Miracle Net Play with Deck per attached drawing	Equipment	1	\$26,886.00	\$26,886.00
Miracle equipment NJPA Discount	Equipment	1	(\$3,845.53)	(\$3,845.53)
Equipment installation Net Play portion (site prep/leveled by district)	Install	1	\$10,355.00	\$10,355.00

Sub Total \$37,190.47  
Total Freight \$2,055.00  
Total Tax \$2,316.19  
Grand Total \$41,561.66

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle PlaySystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle PlaySystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle PlaySystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle PlaySystems, Inc. comparative negligence caused any damages.

## STANDARD NOTES

- Price quotation is good for 90 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER AND CHECK TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle PlaySystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.

## TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle PlaySystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges • Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
  - 6-8 weeks for standard (non-custom) play features for US based manufacturers;
  - 12-20 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost (calculated on case by case basis).
  - Custom play feature lead times are determined on a case by case basis.

## CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

## GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle PlaySystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle PlaySystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle PlaySystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: \_\_\_\_\_

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

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

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

