



by Total Recreation Products, Inc.  
 17802 Grant Road Cypress, Texas 77429  
 Phone: 281-351-2402  
 Toll Free: 800-392-9909  
 Fax: 281-351-2493

QUOTE  
 #76639

01/26/2017

**TM-12059-16 Rev 2 City of Deer Park - Fitness Equipment**

City of Deer Park  
 Attn: Jacob Zuniga  
 610 E. San Augustine  
 Deer Park, TX 77536  
 Phone: 281-478-2050  
 Fax: 281-479-8091  
 jzuniga@deerparktx.org

Ship To Zip: 77304

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Fitness Equipment (3) 13565 -- Fitness Sign Post For Sticker (1) 14900 -- Assisted Balance Walk (1) 14901 -- Assisted Step Trainer (1) 14902 -- Assisted Functional Trainer (1) 14903 -- Step Around Station (1) 14904 -- Skill Trainer (1) 13246S -- Hand Cycle (Surface Mount) (1) 13248S -- Recumbent Cycle (Surface Mount) (1) 13255S -- Elliptical (Surface Mount) (1) 13555S -- Chest Press Single - Surface Mount (1) 13556S -- Lat Pull Down Single - Surface Mount	\$29,471.00	\$29,471.00
1	RFQ22431	GT-Impax - 980 SF Poured in Place Surfacing, 50/50 Standard EPDM Color - Aromatic Binder. 0.5" System Depth to Accommodate 0' CFH. - <i>Pricing includes \$1,094.10 discount, freight, and installation.</i>	\$8,559.28	\$8,559.28
1	INSTALL	Game Time - Installation of Above Equipment - <i>Installation of Above Equipment Only; Site work includes the installation of 980 SF Concrete slab for fitness equipment, and 20' of 4' wide sidewalk. No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer.</i>	\$15,140.04	\$15,140.04

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Freight Calculated to Installer Address

SubTotal:	\$53,170.32
Discount:	(\$5,304.78)
Estimated Freight:	\$2,134.46
<b>Total Amount:</b>	<b>\$50,000.00</b>

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #512-16

### Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, bluelines, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities. If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

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If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

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 GAMETIME, C/O TOTAL RECREATION.

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_
Signature: \_\_\_\_\_
Title: \_\_\_\_\_
Facsimilie: \_\_\_\_\_

P.O. No: \_\_\_\_\_
Date: \_\_\_\_\_
Phone: \_\_\_\_\_
Purchase Amount: \$50,000.00

Order Information:

Bill To: \_\_\_\_\_
Company: \_\_\_\_\_
Attn: \_\_\_\_\_
Address: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_
Contact: \_\_\_\_\_
Email Address: \_\_\_\_\_
Tel: \_\_\_\_\_
Fax: \_\_\_\_\_

Ship To: \_\_\_\_\_
Company: \_\_\_\_\_
Attn: \_\_\_\_\_
Address: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_
Contact: \_\_\_\_\_
Email Address: \_\_\_\_\_
Tel: \_\_\_\_\_
Fax: \_\_\_\_\_

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.