



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77966

Date: 07/24/2023

Project: 29727

Created By: Kevin Amacker

Page 1 of 3

BILL TO

Deer Park Parks and Recreation ☎ 281-478-2067
Debra Culp
Dow Splashpark - Feature Replacements
, TX

SHIP TO

Dow Splashpark - Feature Replacements
610 E San Augustine St.
Deer Park, TX 77536

Terms:
Net 30 days

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
1	REMOVE	Removal, haul off, and proper disposal of existing Jimmy Jack Rabbit and Dizzy Bear Maypole . By: Kraftsman				\$500.00	\$500.00
1	FF3053	Fun Forms™ Aqua Spout, Jimmy Jack Rabbit, by Water Odyssey	10			\$4,549.33	\$4,549.33
1	W346-B	Dizzy Bear Maypole, Balance Only by Water Odyssey				\$33,820.00	\$33,820.00
	NOTE	Due to the age of the Embed Anchor Bases, if there are any damages or failures found during installation of the new Features, additional costs may be necessary for replacements or repairs and will be discussed and approved between Kraftsman and the customer prior to repairs being made. and features being installed.					

Item Subtotal:	\$38,869.33
Shipping & Handling:	\$1,500.00
Discount:	-\$19,184.67
Equipment Subtotal:	\$21,184.66
Tax:	\$0.00
Install:	\$5,600.00

Total: \$26,784.66

Special Terms and Conditions

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Credit Card Terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Shipping Charges:

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Water Odyssey - the lead time for the embed portion to ship is 4 to 6 weeks and 10 to 12 weeks for the rest of features.

Initials _____



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77966

Date: 07/24/2023

Project: 29727

Created By: Kevin Amacker

Page 2 of 3

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

Items not included:

These items are not included:

- Utility Connections - See Utilities Section below for specifics
- Site Prep and pad site unless specifically included, see site prep note for further details.
- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Shade systems or site amenities.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- SplashDeck top surfacing for slip resistance, colorization, or fall absorbency. SplashDeck shall be Medium Broom Finished concrete for slip resistance.
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.
- Any modifications to the Splashpark Features, Surfacing, or Equipment unless specified in this quote.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Embed Damages

Due to the age of the Embed Anchor Bases, if there are any damages or failures found during installation of the new Features, additional costs may be necessary for replacements or repairs and will be discussed and approved between Kraftsman and the customer prior to repairs being made. and features being installed.

Initials _____



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77966

Date: 07/24/2023

Project: 29727

Created By: Kevin Amacker

Page 3 of 3

General Terms and Conditions

Bill To:

Deer Park Parks and Recreation

Ship To:

Terms:

Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____

Date July 24, 2023

Kevin Amacker

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!