

Agreement For Services

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered into this ____ day of _____, 2018, by and between The Slide Experts, Inc., whose address is 511 Nob Hill Trail, Franktown, CO 80116 (hereinafter referred to as "Vendor") and the TOWN OF ERIE, COLORADO, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as "Town" or "Erie").

W I T N E S S E T H

WHEREAS, the Town desires to engage the Vendor to render the services described in this Agreement and the Vendor is qualified and willing to perform such services in accordance with, and subject to the provisions of this Agreement; and,

WHEREAS, legal authority exists to engage the Vendor and sufficient funds have been budgeted and are available for the work to be performed by the Vendor under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Vendor agree as follows:

1. The Project. The Vendor's services are engaged under this Agreement for the following project: Restoration of Erie Community Center Water Slide and Slide Tower ("Project").
2. Vendor's Services. The Vendor shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit "A," attached hereto and incorporated herein by this reference (the "Services"). The Vendor shall perform the Services competently, efficiently, and in accordance with the highest standards of its profession. The Vendor shall perform the Services meeting all industry safety standards.
3. Additional Services. The Town may request the Vendor to perform additional work or phases of the Project in addition to the Services. The Vendor agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Agreement or a new agreement in which the Town and the Vendor shall define the scope of, and additional payment for, the additional work.
4. Pricing. Pricing, including discounts, set forth in the bid shall remain in effect during the term of the Agreement.
5. Warranties. The Vendor warrants that all services supplied under the Agreement shall conform with applicable drawings, specifications, samples, and/or other descriptions given to the Town, and that they shall be free from defects. Without limitation of any rights which the Town may have by reason of any breach of warranty, services which are not as warranted may be rejected at the Vendor's sole expense within a reasonable time after performance, either for credit or reperformance as the Town may direct.
6. Compensation. In consideration for the performance of the Services, the Town shall pay to the Vendor in accordance with the payment schedule, as set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

7. Inspection and Acceptance. The Town shall inspect the serviced area within a reasonable time after services have been performed by the Vendor. The Town shall not be deemed to have accepted the performance until it has inspected the serviced area and has found the area acceptable in its sole discretion and has indicated its acceptance in writing.
8. Commencement and Completion of Services. The Vendor understands and agrees that time is an essential requirement of this Agreement. The term of this Agreement shall commence on the date of this agreement and shall end on December 31, 2018. The Services shall be completed as soon as good practice and due diligence will permit.
9. Termination.

A. This Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Vendor.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Vendor in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Vendor's delivering or otherwise making available to the Town all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Vendor in performing the Services included in this Agreement, whether completed or in progress.

10. Insurance.

10.1 Vendor shall procure and maintain, and shall cause any subcontractor of Vendor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Vendor pursuant to paragraph 17 of this Agreement. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Vendor or a subcontractor engaged in the performance of work under this Agreement. In the event Vendor is a sole proprietor with no employees, the Workman's Compensation Insurance required herein may be waived.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Vendor's owned, hired or non-owned vehicles assigned to or used in the performance of this Agreement. The policy shall contain a severability of interests provision.

The policies required by subparagraphs B and C, above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Vendor. The Vendor shall be solely responsible for any deductible losses under any policy require above.

A certificate of insurance shall be completed by the Vendor's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Vendor shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to:

Town Clerk
Town of Erie
PO Box 750
Erie, CO 80516

Notwithstanding any other portion of this Agreement, failure on the part of Vendor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Vendor to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Vendor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

11. Payment of Subcontractors. Vendor shall agreement with and pay any and all subcontractor used by Vendor in the performance of the Services. The Town shall in no event have any liability to any subcontractor, and Vendor shall hold the Town harmless with respect to any payments alleged to be due to Vendor's subcontractor.

12. Compliance with Applicable Laws. In connection with the execution of this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. At all times during the performance of the Agreement, Vendor shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Agreement shall apply with respect to Vendor's failure to comply with all applicable laws or regulations.
- 12A. No Discrimination in Employment. In connection with the performance of work under this Agreement, VENDOR agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.
13. Prohibited Interest.
- A. The Vendor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Vendor further agrees that in the performance of the Agreement, no person having any such interest shall be employed.
- B. No official or employee of the Town shall have any interest, direct or indirect, in the Vendor, this Agreement or the proceeds therefrom.
14. Independent Vendor. The Vendor shall perform all Services as an independent Vendor, and nothing in this Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Vendor shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Vendor for the Services.
15. Obligation of Non-Disclosure. The Vendor agrees to keep confidential any and all drawings, reports, documents, memoranda, research, plans, analysis, maps, photographs, designs, information and work product either provided by the Town or generated by the Vendor pursuant to this Agreement, or provided to the Vendor by other Vendors. Vendor shall make use of the information or items set forth hereinabove for any purpose, including public hearings of the Town, as expressly directed by the Town, for the Town's benefit. Vendor shall not use the information or items set forth hereinabove for its own account, or another's account, or in any manner detrimental to the Town. The Town acknowledges the need to share said information and items referred to hereinabove with the Vendor's subcontractors under this Agreement, and hereby approves such sharing and use.

16. Release of Liability. Acceptance by the Vendor of the last payment shall be a release to the Town and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the Agreement and the services provided thereunder or for any act or neglect of the Town or of any person relating to the Agreement and the services provided thereunder.
17. No Waiver of Rights. Neither the inspection by the Town or any of its officials, employees, or agents, nor any order by the Town for payment of money, or any payment for, or acceptance of, the whole or any part of the services by the Town, nor any extension of time, nor any possession taken by the Town or its employees, shall operate as a waiver of any provision of the Agreement, or of any power reserved to the Town therein, or any right to damages provided therein, nor shall any waiver of any breach in the Agreement be held to be a waiver of any other or subsequent breach.
18. Professional Liability. The Vendor shall exercise in its performance of the Services hereunder the standard of care required by Colorado law. The Vendor shall be liable to the Town for any loss, damages, or costs incurred by the Town for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Vendor to comply with this standard.
19. Communications. All communications relating to the day-to-day Services shall be exchanged between the respective Project representatives of the Town and the Vendor who will be designated by the parties promptly upon commencement of the Services.
20. Indemnification. Vendor agrees to indemnify and save harmless the Town against any and all claims, debts, demands, damages or obligations which may be asserted against the Town arising by reason of, or in connection with, any alleged act or omission of Vendor or any person claiming under, by or through Vendor, at Vendor's own expense using those attorneys that the Town deems appropriate. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged act or omission of Vendor or any person claiming under, by or through Vendor seeking to impose liability for such claim or demand, Vendor shall pay all court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted. Vendor shall be subrogated to any and all amounts paid by it on behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.
21. Patent Guarantee. The Vendor shall, with respect to any device or composition of the Vendor's design or standard manufacture, indemnify and hold harmless the Town, its employees, officers and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that the Vendor is promptly notified of all such actual or potential infringement suits and is given an opportunity to participate in the defense thereof by the Town.
22. No Assignment. Vendor's duties and obligations pursuant to this Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the

sole discretion of the Town.

23. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Town: Assistant to the Town Administrator – Community Services
Town of Erie
P.O. Box 750
Erie, Colorado 80516

With a copy (which shall not constitute notice) to: Mark R. Shapiro
Mark R. Shapiro, P.C.
1002 Walnut Street, Suite 203A
Boulder, Colorado 80302

If to the Vendor: The Slide Experts, Inc.
Attn: James Gardiner
511 Nob Hill Trail
Franktown, CO 80116

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

24. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that sufficient funds have been appropriated and budgeted for compensation for work done pursuant to this Agreement for the current fiscal year ending December 31, 2018. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2019, then, and in that event, this Agreement shall immediately terminate as of December 31, 2018, without further action of any party. The Town shall provide notice to Vendor prior to December 31, 2018, as to whether an appropriation has been made for further work anticipated following December 31, 2018.

B. The amount of money appropriated by the Town is sufficient to pay the Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Agreement, unless Vendor is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement.

25. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Vendor certifies that, as of the time of

its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Vendor will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Vendor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

C. Vendor has verified through participation in the E-Verify Program that the Vendor does not employ any illegal aliens.

D. Vendor shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

E. If Vendor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Vendor shall: (1) notify the subcontractor and the Town within three days that the Vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Vendor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Vendor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

G. If Vendor violates a provision of this Illegal Alien section, the Town may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Vendor shall be liable for actual and consequential damages to the Town. Vendor understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

26. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein. Any fees and expenses not paid to Vendor by the Town when due shall earn interest at the rate of twelve percent (12%) per annum.
27. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other

time or times.

28. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.
29. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services.
30. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
31. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
32. Binding Agreement. This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
33. Renewal Amendment. The Town may require continued performance for a period of one year of any services and terms specified in the contract. The Town may exercise the option by written notice to the Vendor deposited in the mail before the end of the performance period of the contract using a form substantially equivalent to the Town's option to Exercise Renewal Amendment. The Town shall give the Vendor thirty (30) days' preliminary written notice of its intent to execute the amendment. Preliminary notice does not commit the Town to an extension. If the Town exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds for that purpose are not appropriated, budgeted, or otherwise made available, then, in that event, there shall be no extension of this Agreement/Contract, and this Agreement/Contract shall immediately terminate as of the end of the current year.
34. Price Increases. Prices shall remain firm through December 31, 2018. The Vendor may seek a price increase, not to exceed 2% of the then current price, in any succeeding period, by submitting detailed written justification to the Town's representative as designated in the "Notices" section of this contract. This increase shall be negotiated with the Vendor provided the Town executes the Renewal Option. In the event the negotiations do not result in any agreement between both parties, this contract may be canceled and may be rebid with no penalty to the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first-above written.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
A.J. Krieger, Town Administrator

ATTEST:

By: _____
Jessica Koenig, Deputy Town Clerk

VENDOR:

By:  _____
James Gardiner, Owner
The Slide Experts, Inc.

EXHIBIT “A”



Proposal with Terms and Conditions

February 1st, 2018

Matthew Brown
Recreation Coordinator - Aquatics
Town of Erie
450 Powers Street
Erie, CO 80516
(303) 926-2563

Matthew,

Thank you for the opportunity to present our renovation proposal. The Slide Experts looks forward to working with the Town of Erie to determine your park's current and future needs and to demonstrate our excellent services.

The Slide Experts is the expert in the Waterpark Industry to restore and maintain Water Slides, Structures and Pools. The Owner, with over 25 years of experience in the Service and Restoration Industry, will be on site to execute this project. Our web site explains everything we do www.theslideexperts.com

Objective:

The Slide Experts objective is to clean, repair, sand, caulk, paint exterior and gel coat interior of your (1) waterslide, bringing you're slides surfaces and structure back to a quality finish. Below we will show Pictures, Scope of Work, Time Frame, Cost and Terms and Conditions to complete this Project.

Pictures:

Gel Coat Interior and Paint Exterior of (1) Enclosed Waterslide



Scope of Work:

- Power wash, repair, sand, caulk and gel coat interior of (1) enclosed waterslide. Prep work is the key to a perfect gel coating and painting project. Without the proper prep your waterslides will have a good chance for failure. This complete process is a science and you need The Slide Experts with the experience, success and detail to have your waterslides refurbished to a factory new look.
- Apply 20 plus mils of gel coat to interior riding surfaces on your waterslides. It takes experience to get the right mixture of gel coat, catalyst and air. The Slide Experts knows this process to guaranty a quality finish that will last for years.
- Paint exterior of (1) waterslide.
- Remove and replace all bolts, washers, and, nuts with nylon washers.
- Sand and grind rust away from support columns and arms and repaint structure with rust in present.
- Sand and grind away rust from SCS structure and repaint.
- The Slide Experts will help train maintenance employees to help maintain their waterslides, so you can get the full length of life from your waterslides.
- The Slide Experts and our trained technicians will be on site to execute your project from start to finish. The Slide Experts is the leader in our industry for waterslide restoration. The Slide Experts extensive 25 years of experience sets us apart from the competition with real experience on coatings and paint.
- Sand entire interior surfaces to a 1 mil profile. The key here is experience; waterslides can easily be damaged if not sanded properly.
- Repair minor cracks, chips and damage.
- Grind open tight seams to allow for caulking.
- Caulk seams on waterslides.
- Includes all labor, supervision, equipment and materials.
- Industry standard one-year warranty against chipping or flaking, including materials and labor.



Time Frame:

- 5-8 working days to complete Restoration Project.

Total Cost for Restoration Project:

- | | |
|---|------------------------|
| ▪ Gel Coat Interior of (1) enclosed waterslide | Sub Total: \$21,120.00 |
| ▪ Paint Exterior of (1) enclosed waterslide | Sub Total: \$8,448.00 |
| ▪ Remove Rust and Paint Exterior of Support Arms | Sub Total: \$950.00 |
| ▪ Replace all slide hardware (bolts, washers, locking nuts) | Sub Total: \$6,700.00 |
| ▪ Total Restoration Project Cost: | Total: \$37,218.00 |

Terms:

- 50% Due upon signing of Terms and Conditions:
- 50% Due upon completion of Project with final walk through with Client.

The Slide Experts would like to thank you in advance for this opportunity. We look forward to working with you on this and any future projects. If you should have any questions or need further information, please do not hesitate to call me at (360) 904-7872 or email me at shawn@theslideexperts.com

Regards,

Shawn Sears



National Sales Consultant
(360) 904-7872
www.theslideexperts.com

TERMS AND CONDITIONS

1. **VALIDITY OF OFFER:** Buyer shall indicate acceptance of this Agreement by returning a copy of this Agreement signed by a duly authorized representative of Buyer. If Buyer has not yet indicated acceptance of this Agreement, The Slide Experts offer to perform under the Agreement shall terminate on the earlier of (I) The Slide Experts notification (whether verbal or written) to Buyer that such offer has been terminated, (II) thirty (30) days after the contract date listed on page 1 of this Agreement, or (III) thirty (30) days after Buyer's receipt of this Agreement.

2. **SCHEDULE OF DELIVERY:** The Slide Experts will use best efforts to provide the Deliverables in accordance with the schedule, but does not guarantee such schedule. Time is not of the essence in this Agreement and The Slide Experts is not liable for any lost profits or consequential damages suffered by Buyer or any third party for any reason. If there is a change in the scope of work or if The Slide Experts falls behind schedule due to the actions of Buyer or any third party, the parties will adjust the schedule to afford The Slide Experts a reasonable opportunity to perform the outstanding work. The Buyer may request adjustments or additions to this project. Upon receipt of the written request for adjustment or additions, The Slide Experts will provide the Buyer with an adjusted proposal. The Slide Experts requires both parties to sign the change order and to update the contract to reflect the change request. No work will occur until the change order is approved in writing by the buyer.

3. **PROJECT REQUIREMENTS:** The Slide Experts assumes responsibility for all statutes, codes, and or regulations that pertain to the Scope of Work, and will perform the work in compliance with all such requirements. The Slide Experts will, if required obtain any and all permits pertaining to the Scope of Work. It is The Slide Experts intention to complete the project on schedule and within budget. Client will have someone in a management position be available for the final walk through and be authorized to sign and approve the final walk through sheet. Unless otherwise specifically noted in the Scope of Work, The Slide Experts is expecting the following services and amenities to be freely available:

- 1) Restroom facilities.
- 2) Water with at least 40 lbs. of pressure within 50 feet of project.
- 3) 110 electric service within 50 feet of project.
- 4) Clear and reasonable access to the project area.
- 5) Pools to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g. weekend and / or early am work).
- 7) Provide parking for our vehicles at no charge to The Slide Experts.

4. **TAXES AND/OR DUTIES:** Any tax, tariff or duty imposed by law on articles sold or rented or any services rendered by The Slide Experts, shall be the responsibility of Buyer and in addition to the sales price hereof.

5. **PAYMENT TERMS:** Buyer agrees to pay The Slide Experts the fees in accordance with the terms set forth in this Agreement. The Slide Experts standard terms are 50% of total payment due upon signing of contract and 50% final payment due upon final walk through approved by client. Past due balances will be billed a service charge of 2% per month (or if 2% is illegal under applicable law, the maximum permitted rate) beginning the day after payment is due. Buyer agrees to pay all associated court costs, collection charges and expenses that are incurred by The Slide Experts in collection efforts, including, without limitation, all attorney's fees and expenses, and all costs of repossession and resale. Amounts owed under this Agreement may not be set off or offset by other obligations of the parties for any reason. If Buyer cancels or defaults on this Agreement, Buyer will pay to The Slide Experts the greater of (I) any and all deposits paid to The Slide Experts to be paid by forfeiture of such amounts, and (II) all direct and indirect costs incurred by The Slide Experts in performing under this Agreement, plus a 20% handling fee.

6. **WARRANTY:** The Slide Experts warrants all of its work will be free from defects in material and workmanship under normal use and service with proper maintenance for a period of 12 months from the date of service or installation. Full payment of project has to be meant to start the one year warranty. If The Slide Experts work is found to be defective within this time period, The Slide Experts will provide the labor and materials to repair the defects. Certain products and material warranties are provided by others and will be subject to their respective terms. **THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE SLIDE EXPERTS SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT ARE NOT CONTAINED IN THIS AGREEMENT. THE SLIDE EXPERTS SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THESE SERVICES OR THEIR USE BY BUYER. THESE WARRANTIES SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN USED IN A MANNER OUTSIDE OF THE GUIDELINES SUGGESTED BY THE SLIDE EXPERTS OR THAT HAVE BEEN SUBJECT TO ANY MISUSE OR ABUSE, MISAPPLICATION, REPAIR OR TAMPERING IN ANY WAY AS TO AFFECT PERFORMANCE.**

7. **INCORPORATION OF SAFETY INFORMATION:** Buyer acknowledges receipt of any and all written safety and operational information from original equipment manufacturer related to the safe use of the equipment including, without limitation, information related to installation, location, maintenance, use, safety surfacing and warning signs verbiage. The Slide Experts will provide Buyer with any and all such safety and operational information regarding the products and services (Deliverables) listed in the Scope of Work. Buyer further acknowledges that it has reviewed all such safety information and hereby indemnifies releases and discharges The Slide Experts from and against any and all liabilities, costs or expenses of injuries or damages to any third party as a result of any use of the equipment and Deliverables that is not in accordance with such safety information.

8. **LIMITATION OF LIABILITY:** Except for the indemnification obligations, neither party is liable to the other for consequential,

incidental, direct, indirect or special damages, including commercial loss and lost profits, however caused, in excess of the fees paid under this Agreement.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** The Slide Experts will be the sole owner or obtain any and all permissions of use from such owner, of all intellectual property rights embodied in or related to the scope of work. The Slide Experts will also own or obtain any and all permissions of use for any derivative works, improvements, alterations or modifications conceived by The Slide Experts or any of its employees, consultants or agents. If the scope of work requires The Slide Experts to incorporate a trademark or other intellectual property owned by Buyer or a third party, The Slide Experts will provide a written statement from the Buyer or third party of such intellectual property consenting to its use in the scope of work. Upon the executing of this document, Buyer transfers any and all rights regarding any and all photographic or artistic representations produced by The Slide Experts of the project before, during or after completion of the project for their exclusive use in The Slide Experts sales and marketing efforts or in any other activity The Slide Experts deems appropriate.

10. **INDEMNIFICATION:** Buyer will indemnify and hold harmless The Slide Experts, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs and liabilities (including reasonable attorney's fees and expenses) arising from or related to the actions or inaction of Buyer, its agents and employees and others under its direction or control in conjunction with the operation of the scope of work, the Deliverables and installation.

11. **CONFIDENTIALITY:** "Confidential Information" means any and all business, technical or third party information (including without limitation specifications, drawings, sketches, models, samples or documentation) marked as confidential or proprietary (or which a party knows or has reason to know is proprietary) and provided, disclosed, or made available under this Agreement. The parties shall restrict access to the Confidential Information to employees or agents who have a "need to know." The parties, employees, or agents shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information which is in the public domain, is previously known to the receiving party without obligation of confidentiality, and is independently developed by the receiving party from a third party that does not have an obligation to keep the information confidential.

12. **NOTICES:** Notices required under this Agreement shall be sent to the addresses of the parties stated on page 1 of the Sales Agreement. Notices will be deemed given (a) when delivered, if sent by registered or certified mail (return receipt requested), (b) when delivered, if delivered personally.

13. **GOVERNING LAW; VENUE:** The laws of the State of Colorado shall govern the construction and interpretation of this Agreement without giving effect to any choice or conflict of law provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. Buyer hereby consents and submits to the jurisdiction of the state and federal courts located in Colorado for any dispute related to this Agreement. Any lawsuit or litigation initiated by either party and related to this Agreement shall occur in the appropriate state or federal court located in Parker, Colorado and Buyer and The Slide Experts agree that suit shall not be brought in any other jurisdiction or location; provided however, nothing contained in this Section shall prohibit The Slide Experts from pursuing lien claims, bond claims, repossession actions or injunctive relief in any appropriate jurisdiction or court.

14. **FORCE MAJEURE:** Neither party is responsible to the other for failure to conform to this Agreement arising from causes beyond its reasonable control, including, but not limited to, labor disputes, unforeseeable delays during shipment, acts of terrorism, floods, civil commotion, war, riot, acts of God, fires, and embargoes.

15. **WAIVER:** The failure of Either Party to insist upon strict performance of any of the terms of this Agreement or to exercise any rights conferred in this Agreement, shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms or rights at any future occasion.

16. **ASSIGNMENT:** The rights and obligations under this Agreement may not be assigned without the prior written consent of the non-assigning Party; provided however, that The Slide Experts may assign its rights and obligations under this Agreement to an affiliate or pursuant to a sale of substantially all of the assets or ownership of The Slide Experts.

17. **ENTIRE AGREEMENT:** This Agreement (including the Master Terms and Conditions) is intended to be the final, complete and exclusive expression of the Agreement between the parties. This Sales Agreement supersedes any and all prior written or oral agreements relating to the subject matter hereof. No modification of this Agreement shall be effective except by a written Agreement expressly stating the parties' intent to so modify this Agreement and signed by the parties. No modification of any provision of this Agreement shall be considered a waiver, breach, or cancellation of any other provision of this Agreement. Any provision in the Sales Agreement that is not consistent with the Master Terms and Conditions in this Exhibit A shall be void and not a part of this Sales Agreement.

APPROVED AND ACCEPTED:

Seller: The Slide Experts, Inc.

Buyer:

Title: Owner

Title:

Print Name: James Gardiner

Print Name:

Signature:

Signature:

Date:

2/7/18

Date: