



## Proposal with Terms and Conditions

February 1<sup>st</sup>, 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](http://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](mailto:shawn@theslideexperts.com)

Regards,

Shawn Sears



**National Sales Consultant**  
**(360) 904-7872**  
[www.theslideexperts.com](http://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:**

**Date:**