



**Please Make PO's & Contracts Out To:**

Landscape Structures  
601 7th St. S  
Delano, MN 55328

**Please Remit Payment To:**

Landscape Structures  
601 7th St. S  
Delano, MN 55328

[illegible]

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### Terms & Conditions

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supercedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

**Quantity:** The quantity of merchandise and/or material to be delivered and/or installed shall not vary from the amount specified unless a different amount is first agreed to via Change Order. Changes are subject to price adjustment.

**Pricing:** Pricing is F.O.B factory. Current year pricing is honored on contracts completed prior to December 3, 2020. Contracts completed after this date are subject to price change.

**Responsibility:** Landscape Structures shall be responsible for any loss or damage to merchandise until delivered to Buyer at F.O.B destination point. Buyer is responsible for loss or damage thereafter.

**Inspection:** Merchandise shall be subject to Buyer's inspection within a reasonable time after the arrival at the ultimate destination. Upon inspection, it is the Buyer's responsibility to notify Flagship Recreation if merchandise does not meet requirements of the order.

### Project Scope (This Section For Quotes Including Installation)

#### **Inclusions:**

- One Mobilization
- Public Utility Locates
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

#### **Exclusions (Unless Specifically Quoted):**

- Accepting & Unloading of Order Prior to Installation
- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Please note, quotes including installation are based on site access and site conditions that have been conveyed to Landscape Structures by the owner/owner's representative and based on ideal conditions required to complete the project as quoted.

Unless addressed prior to the installation quote being issued or specifically documented herein, any issues encountered that impede the progress or completion of the project as quoted will result in additional charges.

### Acceptance of Quotation:

<b>Accepted By (Print)</b> Nate Monahan	<b>PO#:</b>
<b>Signature:</b>	<b>Email:</b> nmonahan@blainemn.gov
<b>Title:</b>	<b>Phone:</b>
<b>Date:</b>	<b>Purchase Amount:</b> \$35,527.26

