











PlayPower LT Farmington, Inc. 878 E. US Hwy 60 Monett, MO 65708 1-800-325-8828

**Project Name & Location:** 

**Tobique First Nation** 

Project: E0001\_44354571548\_04

#### Bill To:

Melissa Douthwright BDA Landscape Architects 836 Main Street Sussex, NB E4E 2M5 506-433-5821 (phone) mdouthwright@bdaltd.ca

Quote Number:E0001210259Quote Date:6/11/2021Valid For:30 Days From Quote Date

# PlayArea\_1

Product line: Traditional Play Age group: 18mon-12yrs

### **Global defaults**

3.5 ARCH SWING COLOR	
Belt Swing Seat Color	
Inclusive Seat Clr	
Solo Spin Plastic Clr	
Solo Spin Post Clr	
Spinner Component Mounting	
Tot Swing Seat Color	
Us/Csa Labels For Swings	

Black RED BLUE BLACK Buried Black CSA Swing Label

WHITE

### Components

Part Number	Description	Qty	Weight	Volume
200201870	SOLO SPINNER	2	38.00	3.50
	Solo Spin Plastic Clr: YELLOW			
200201870	SOLO SPINNER	2	38.00	3.50
	Solo Spin Plastic Clr: RED			
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2	18.00	0.50
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	2	21.00	1.00
200203423	GENERATION SWING SEAT ASSEMBLY TIKES	1	27.00	9.00
200203507	ARCH SWING FRAME 3.5" SGL BAY	1	260.00	3.50
200203508	ARCH SWING FRAME 3.5" ADD-ON	1	200.00	1.75
200203543	ARCH SWING FRAME 3.5" SHORT BAY ADD-ON	1	200.00	1.75
923288	RISK MNGT SIGN PRINTED FRENCH	1	2.00	0.00

# PlayArea\_2

Product line: KidBuilders Age group: 18mon-12yrs

#### **Global defaults**

KB Accent Color KB Pnl/Crwl Tunnel Clr	WHITE YELLOW
KB Slide/Float Stone Clr KB Steel Roof Clr	YELLOW
KB Vinyl color	RED

PlayPower Canada Scott O'Reilly PO Box 125 Paris, ON N3L 3E7 (800) 265-9953 (phone) (902) 463-9839 (fax) scott.oreilly@playpower.com KB/Jeep Ground Cover Kid Builder Post Color Laminated Panel

Buried BLACK WHITE-BLACK-WHITE

### Components

Part Number	Description	Qty	Weight	Volume
200007004	KB CLIMBER POMMEL 1625 MM/64"	1	142.00	20.56
200007033	STEPLADDER 1220 MM/48" KB	1	121.00	11.17
200007112	PANEL ARCH BUBBLE DKMT. KB	1	33.00	7.95
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36
200016530	PANEL STORE FRONT F/KB (STEEL)	1	89.00	17.15
200127140	KB 176" GALV POST F/ARCH (2002)	6	77.00	3.80
200200187	KB DK/DK PLATE 8"/205MM (FACES)	1	15.00	0.40
200200193	KB LONG DK/DK PLATE 8"/203MM (FACES)	1	21.00	0.50
200200326	KIT, DBL.WD.SLIDE W/HDWR	1	5.00	0.30
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00
200201097	KB DBL SLIDE W/EXTENTION 48"	1	206.00	72.00
200201866	KB SWOOSH ROOF F/SWAG POSTS	1	190.00	25.00
200201867	KB SWOOSH ROOF ADD-ON F/SWAG POSTS	1	125.00	16.00
200202252	KB FIRE ESCAPE CLIMBER 64"	1	112.00	20.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	1	116.00	9.86
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	2	66.00	7.55
200203331	KB SPIRAL SLIDE 64" W/2014 HOOD	1	380.00	190.00
200203629	REACH PANEL KB SCRAMBLED SCALES	1	45.00	3.50
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1	1.00	0.00

### **Global defaults**

RISK MGNT SIGN CLR

#### BLACK

### Components

<b>Part Number</b> 787Z	Description RISK MANAGEMENT SIGN - ENGLISH	<b>Qty</b> 1	Weight 0.00	<b>Volume</b> 10.00
Additional Items				
Part Number	Description	Qty	Weight	Volume
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00
200305596	14' MED CRATE (ASSY DOMESTIC)	1	277.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	2	385.00	0.00
925605	LABEL P/C (18 MOS TO 12 YRS) PPLT	2	1.00	0.00
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00

926020LITTLE TIKES CARD F/THUMB DRIVE926460LABEL,GENERATION SWG, 18MO-12YR, LTINSTALLINSTALL BOOK FOR PP ORDERSBOOKBOOK

## Totals:

1

1

1

Equipment Weight:	4,176.00 lbs
Equipment Volume:	475.65 ft <sup>3</sup>
Products Subtotal: Freight: <b>Grand Total:</b>	\$3,072.27 Code: E7H 3Y4

0.00

0.00

0.00

0.00

0.00

0.00

Make Purchase Orders Out To: PlayPower LT Farmington, Inc.

Remit Purchase Orders To: PlayPower LT Farmington, Inc. Attention: Sales Administration 878 E US Hwy 60 Monett, Missouri, USA 65708 1-800-325-8828 Make Checks Payable To: PlayPower LT Farmington, Inc. Remit Checks To: PlayPower LT Farmington PO Box 734155 Dallas, TX 75373-4155

NOTE:

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 13.92% recycled content This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: \_\_\_\_\_

Date:\_\_\_\_\_

#### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default").

Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.