

Quotation To: Garrard Co Schools
Attn: Brad Abee
322 W. Maple Ave
Lancaster, KY 40444

Date: 1/27/2022

Customer Phone: 859-893-5639

Customer Fax:

Sales Rep.: Ben Toadvine

Phone: (502) 241-6010

Fax: (502) 241-2288

Re: Bleacher Maintenance

Terms:	Net on Completion	F.O.B: Job Site	Delivery
Quantity	DESCRIPTION	UNIT	Amount
	Inspection and General Maintenance of the Following Schools:		
	Lancaster Elem (1 Bank IKL)		\$ 300.00
	Paint Lick Elem (1 Bank)		\$ 300.00
	Camp Dick Elem (1 Bank)		\$ 300.00
	Garrard Co MS (2 Banks Interkal)	\$ 400.00	\$ 800.00
	Garrard Co HS Aux Gym		\$ 300.00
	Garrard Co Ed Center (2 Banks Small Hussey)	\$ 250.00	\$ 500.00
	Outdoor Football, Baseball , Softball		\$ 300.00
	<u>General Maintenance Includes:</u> Check Motor Wheels and Mounts Adjusting Row Locks Greasing Guide Rods Tightening all Loose bolts ** Repairing any minor damages. ** Customer responsible for any new parts & labor that may be needed to repair bleachers. Motors, wheels, ect.		
	Above prices are good for 30 days.	TOTAL	\$ 2,800.00 +

A 10% Retainage allowed on disputed accounts until resolved, 90% due as per above terms.

A Service Charge at the rate of 1.5 % per month will be charged on Past Due Accounts.

Signing this quotation denotes a contract when accepted and approved and will be subject to terms and conditions of this quotation and Page 2 general terms & c
Return signed original of this quotation and Page 2 general conditions to place a order. If sales tax is not applicable, please provide certificate of exemption.

Seller

Purchaser

Signature

Signature

Print Name

Print Name

TERMS AND CONDITIONS - PRICE QUOTE

(BLEACHERS + GOALS) — TOTAL

\$5900.00

1. **Entire Agreement:** The terms and conditions as hereinafter written shall supersede the terms and conditions of Buyer's order, invoices or any other document in the event of contradiction or inconsistency herewith and no understanding, agreement, term, condition, or trade custom at variance herewith shall be binding on the Seller, unless expressly accepted in writing. Acceptance of delivery of any shipment hereunder shall constitute acceptance of Seller's terms and conditions.
2. **Delivery and Risk of Loss:** This quote is based on current freight rates and the price for materials is subject to adjustment in the event that a change in such rates affects Seller's cost of performance hereunder. All materials shipped in accordance with the terms and conditions described in this quote are F.O.B. place of shipment.
3. **Credit, Terms of Payment, and Order Acknowledgment:** The quote is conditioned upon acceptance by Seller and approval of Buyer's, credit and/or credit arrangements satisfactory to Seller. Interest at the rate of one and one half percent (1½%) per month or the maximum rate allowed by law whichever is less, will be charged on past due accounts. Seller may suspend the credit arrangements and refuse shipment whenever Seller believes Buyer's credit is unsatisfactory, unless and until satisfactory assurances for payment to Seller are made. The collection action is undertaken on any unpaid amounts. Buyer agrees to pay all costs of collection and reasonable attorney fees.
4. **Storage Fees:** A charge of \$50 per day storage fee will be made for materials being held for Buyer's disposition.
5. **Taxes:** Unless otherwise specified, prices do not include sales, use, excise or similar taxes or duties. If Seller should be required to pay the same, the price will be increased accordingly.
6. **Delays and Force Majeure:** Seller's shipping dates are approximate and Seller shall be given a reasonable time in which to make delivery of materials. In no event shall Seller be liable for any delay or damages due to occurrences or circumstances beyond Seller's control. Seller is not subject to any liquid damages.
7. **Unloading and Demurrage:** All unloading shall be done by Buyer. Buyer shall bear all costs of all demurrage for delays in unloading and responsibility for damages to person or property resulting from such unloading. Damages in shipping noted at time of delivery.
8. **Examination of Materials:** Buyer shall examine materials promptly upon receipt of delivery from the carrier. It is the buyer's responsibility to inventory all items received. Buyer must notify Toadvine Enterprises (A) within two (2) working days of receipt of materials of any shortages, damage discrepancies from the "Bill of Lading or Freight Bill" and (B) within seven (7) working days of receipt of materials of any shortages or discrepancies from the "Packing List." Failure to advise Toadvine Enterprises constitutes Acceptance of the materials and shall relieve Seller from any claim by Buyer for shortages, damages, workmanship or quality and shall constitute a waiver by Buyer of all claims with respect to said materials.
9. **Warranty:** Subject to the provisions as to notice in paragraph 8 above, materials are guaranteed to be substantially free from defects on material and workmanship under normal use and service for a period of one (1) year from invoice date. THE FOREGOING WARRANTIES ARE EXPRESSED IN LIEU OF ALL OTHER REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE MATERIALS SOLD, DELIVERED AND FURNISHED. IN NO EVENT WILL SELLER BE LIABLE FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS, INDIRECT OR CONSEQUENTIAL DAMAGES.
10. **Maximum Liability and Indemnifications:** To the fullest extent allowed by law, Seller's maximum liability to Buyer and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connection with the performance of this quote for any and all reason, shall be limited to the sale price of the materials sold. All other remedies, unless expressly set forth herein, are hereby expressly waived by Buyer, and Buyer acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable. Buyer agrees to investigate, defend, indemnify and hold harmless Seller from any amounts claimed or incurred, including reasonable attorney's fees, with or without lawsuit, by any person or entity against Seller for any reason in connection with or arising out of the performance of this quote.
11. **Compliance with Applicable Laws:** Seller certifies that its materials are produced in compliance with the Fair Labor Standards Act as amended, the Fair Employment Practices Law, as amended, and the regulations and orders issued pursuant thereto. It is the buyer's responsibility to determine compliance with all state and local laws and building codes.
12. **Lien Rights and Security Interest:** Seller retains any and all lien rights available to the fullest extent allowed by law. Buyer hereby grants Seller a security interest in the materials sold hereunder (and any proceeds thereof) which are deemed to be personal property and further agrees to execute and deliver such additional documents relating to the creation and perfection of such security interest to secure all obligations of payment of the Buyer hereunder as the Seller may request.
13. **Seller's Remedies:** In the event of default by Buyer (1) Seller or upon early cancellation of the contract shall be under no obligation to continue the described work or make any further deliveries; (2) Seller may seek remedies in accordance with Article II of the Uniform Commercial Code and any applicable law; (3) Seller may recover from Buyer the cost of any services and materials prepared or furnished. These remedies shall be deemed cumulative and the exercise of any remedy shall not exclude any other remedy.
14. **Assignment and Delegation:** The rights and obligations of the parties under this proposal may not be assigned or delegated, absent written agreement.
15. **Severability:** If any of the terms and conditions of this quote are found to be unenforceable, the remaining terms and conditions shall remain in full force and effect. If any provision herein is more restrictive than permitted by applicable law, that provision shall be enforced to the extent permitted by applicable law.
17. **Cancellation Fees:** If materials are ordered pursuant to this contract and the Buyer cancels this contract, Buyer shall be responsible for cost of purchase and storage of materials. If both the Seller and Buyer come to mutual agreement on the cancellation of the contract,....