



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0019210078
CUSTOMER: 3003A01
Project: R0019_43892403797_01

Prepared For:

DeKalb County Government
1300 Commerce Drive
Second Floor
Decatur, GA 30030

Project Name & Location:

Attn: SHOAL CREEK PARK

Prepared by:

HASLEY RECREATION INC

P.O. BOX 489
FLOWERY BRANCH, GA 30542
(770) 965-4042 (phone)
(770) 936-1970 (fax)
SALES@HASLEY-RECREATION.COM

Ship To Address:

SHOAL CREEK PARK
3643 GLENNWOOD ROAD
DECATUR, GA 30032

End User:

Quote Number: R0019210078
Quote Date: 8/17/2022
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice
Age group: 5-12

Components

Part Number	Description	Qty	Weight
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	75.00
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	125.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	10	155.00
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	2	200.00
71454943	5" OD X 124" POST (4' DK)	2	55.00
7145508	5" OD X 252" POST FOR 8' DK W/TOPPER	12	120.00
7145513	5" OD X 106" POST (2'6" DKS OR LESS)	1	60.00
7145523	5" OD X 136" POST (3' TO 5' DKS)	1	75.00
7145533	5" OD X 160" POST (5'6" TO 6'6" DKS)	4	90.00
7145543	5" OD X 178" POST (7' TO 8' DKS)	7	100.00
7145553	5" OD X 76" POST FOR FENCING & PANELS	3	50.00
7146078	BRAIDED CLIMBER (8' DECK)	1	140.00
714617	SPACE SHIP PANEL	1	50.00
714669626S	PLAYCOVER SAIL SHADE 26', STANDARD FABRIC	2	770.00
7146702U	CHAMII ENTRY & EXIT VORTEX (7' - 8'6" DK)	1	175.00
7146704	CHAMII SHORT STRAIGHT SECTION	1	60.00
7146705	CHAMII RIGHT SECTION	3	60.00
7146706	CHAMII LEFT SECTION	1	60.00
7146708R	CHAMII SPIRAL SLIDE RH (8' DK)	1	1,500.00
71468610	ALTA GLIDE FLEX LINK TO KC (1' DK)	1	2,500.00

71470459	8' RAMP DECK TO DECK W/6" RISE 1:16 OPEN HR	1	250.00
71471311	SENSORY PANEL TEXTURE STAR CIRCLE	1	55.00
71471312	SENSORY PANEL TEXTURE TRIANGLE HEX	1	55.00
71471313	SENSORY PANEL TEXTURE SQUARE OVAL	1	55.00
7147146	PILOT PANEL W/WINDOW	1	50.00
7147149HB	ROLLER RACER 1/2 PANEL (BELOW DECK)	1	50.00
71471513	CALYPSO 3 DRUM PANEL	1	75.00
71471520	INTERACTIVE PANEL FRAME	1	35.00
714715203	VERY BURIED INSERT	1	20.00
714715205	FOUR-THE-WIN INSERT	1	20.00
7147155	JUMP PANEL (5' DK)	1	45.00
7147196	CLIFF CLIMBER (6'6" DECK)	1	100.00
71474281	30" ID FUN TUN SLIDE RH (8' DK)	1	850.00
7147632	TIC-TAC-TOE PANEL	1	50.00
7147635	PLANET PANEL	1	50.00
7147721	BONGO PERCH (STATIONARY)	1	15.00
714782	CRUNCH STATION	1	5.00
714796P1	BELL (POST MOUNT)	1	10.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	35.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00
71481553	END LADDER 3' TOP RUNG FOR OH CLIMBER	1	40.00
714816	WALL ENCLOSURE	2	45.00
714816W	FULL WAVE BARRIER, TUBE	1	35.00
714816W	FULL WAVE BARRIER, TUBE	2	35.00
714816W	FULL WAVE BARRIER, TUBE	1	35.00
7148174B	DOUBLE POD SEAT	1	40.00
7148435	CHINNING BAR (ONLY)	1	10.00
7148488	TWISTER CLIMBER (8' DK)	1	150.00
71485159	SQ TRSFR POINT, CL HR (5' DK)	1	375.00
71486345	4' HORIZONTAL LADDER (ONLY)	1	30.00
71487530	LOOK-OUT BUBBLE PANEL 30 DEGREE	1	55.00
714920595	12' RAMP GRND-DK 1:12, W/O PST, OPN HR	1	420.00
7149609	ADA STAIRS BETWEEN DECKS W/2' 6" RISE	1	325.00
7149709	8' ARCH BRIDGE BETWEEN DECKS	1	380.00
7149748	WIGGLY WORM CLIMBER (8' DK)	1	175.00
7149922	LOOKOUT TOWER	1	50.00
71499269	KIDS' PERCH W/WHEEL	1	125.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00
7185019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	75.00
7185039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	2	125.00
7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	125.00
7185494	3 1/2" OD X 118" POST (4' DK)	3	40.00
7185503	3 1/2" OD X 200" POST FOR 3' DK W/TOPPER	6	50.00
718617	SPACE SHIP PANEL	1	50.00
7186384	GROOVE II SLIDE (4' DECK)	1	150.00
7186384	GROOVE II SLIDE (4' DECK)	1	150.00
718669626S	PLAYCOVER SAIL SHADE 26', STANDARD FABRIC	1	740.00
71869214	SHUTTLE CLIMBER	1	150.00
7187131B	TELEVISION PANEL (BELOW DECK ONLY)	1	60.00
7187135B	DOOR PANEL (BELOW DECK ONLY)	1	60.00
7187146	PILOT PANEL W/WINDOW	1	50.00
71871520	INTERACTIVE PANEL FRAME	1	35.00
71885149	SQ TRSFR POINT, CL HR (4' DK)	1	285.00
7189765	BUMPER LADDER (5' DECK)	1	70.00
961	BUZZY THE BUMBLEBEE "C" SPRING RIDER	1	340.00
994167BK	FRICITION WEAR MAT - 32" x 54", BLACK	5	80.00
MRPSC007	PLAY SHADE FULL CANTI 10X20X10 PIH	1	1,500.00
MRPSC015	PLAY SHADE FULL CANTI QRE 10X20X10 PIH	1	1,500.00

8/17/2022

QUOTE: R0019210078

MRTP2017M	GATOR CLIMBER	1	109.00
MRTP2020M	TUSCON TURTLE CLIMBER	1	194.00

RiskSign_Included

Product line: Freestanding

Age group:

Components

Part Number	Description	Qty	Weight
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00

Additional Items

Part Number	Description	Qty	Weight
925961	THUMB DRIVE 2GB - MREC	1	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00

Parts By Other

Part Number	Description	Qty	Weight
DUMPSTER	DUMPSTER	1	0.00
PIPRUBBER	POURED IN PLACE RUBBER SURFACING PROVIDE AND INSTALL 485 SQFT @ 3.5" (8' FALL) TERRASAFE PIP WITH NO GRAPHICS - UP TO 4" COMPACTED STONE BASE - 50% BLACK/BLUE MIX	1	0.00
REMOVE	REMOVING AND DISPOSING OF EXISTING PLAYGROUND REMOVAL OF DESIGNATED PLAY EQUIPMENT AND RUBBER REMOVAL - REMOVAL OF CONCRETE BASE	1	0.00
TURF	SYNTHETIC TURF AND INSTALLED SHAW PLAY 50 TURF - 2" PAD - 4" DEPTH STONE BASE - GEOTEXTILE FABRIC - GLUE, NAILER BOARD & INFILL	1	0.00

Totals:

Equipment Weight:	22,305.00 lbs
Equipment Price:	\$182,434.13
Freight:	\$7,891.00 Code: 7276
Installation:	\$65,425.00
Products by Other:	\$113,801.00
Grand Total:	\$369,551.13

Notes:

INSTALLATION IS PERFORMED BY A THIRD PARTY NPSI CERTIFIED PLAYGROUND INSTALLER // PLEASE SEE ADDITIONAL TERMS AND CONDITIONS REGARDING INSTALLATION // **SOURCEWELL CONTRACT #030117-LTS DISCOUNT INCLUDED (\$51,398.87)**

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle 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 "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle 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 Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0019210078 **Quote Date:** 8/17/2022 **Equipment:** \$218,941.00 **Grand Total:** \$369,551.13

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

Submitted By **Printed Name and Title** **Date**
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT
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 Miracle'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, Miracle 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 Miracle 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 Miracle 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 Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle 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 Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE 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 MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS 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 MIRACLES INSTALLATION AND OWNERS 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 Miracle, and Miracle 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

8/17/2022

QUOTE: R0019210078

agrees that Miracle 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 Miracle 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. Miracle Retains full title to all Equipment until full payment is received by Miracle. 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; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, 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 Miracle. 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 Miracle 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 Miracle 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.

Rev E 021815