



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

QUOTE: R0019233008
CUSTOMER: 3003A01
Project: R0019_44547387006_02

Prepared For:

Jenifer Chapital
DeKalb County Government
1300 Commerce Drive
Second Floor
Decatur, GA 30030
4043712569 (phone)
jchapital@dekalbcountyga.gov

Project Name & Location:

Attn: OAK CREEK PARK

Prepared by:

Hasley Recreation, Inc.

PO Box 489
Flowery Branch, GA 30542
(770) 965-4042 (phone)
sales@hasley-recreation.com

Ship To Address:

OAK CREEK PARK
606 HAWKEYE DRIVE
STONE MOUNTAIN, GA 30083

End User:

Quote Number: R0019233008
Quote Date: 3/9/2023
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)	2	155.00
7145119	TRIANGLE SPLIT DECK (ATTACHES TO 3 POSTS)	2	90.00
71454933	5" OD X 112" POST (3' DK)	3	50.00
7145723	5" OD X 144" POST FOR ROOF (3' DK OR LESS)	8	85.00
7145763	5" OD X 204" POST FOR ROOF (8' DK)	6	120.00
7146055	TREE-O CLIMBER (5' DK)	1	150.00
71469225	UPSTOP CLIMBER	1	300.00
71469433	HYPERBOLIX (BETWEEN 3' DECKS)	1	220.00
7147141B	PARK RANGER PANEL W/WHEEL (BELOW DECK)	1	70.00
7147157B	REST STOP PANEL (BELOW DECK ONLY)	1	75.00
7147285	BUMP & GLIDE SLIDE, ONE PIECE (5' DECK)	1	230.00
71475959	9'4" TYPHOON SLIDE 630D (5' DK)	1	2,000.00
714782	CRUNCH STATION	1	5.00
714796P1	BELL (POST MOUNT)	1	10.00
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	120.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	7	35.00
71485139	SQ TRSFR POINT, CL HR (3' DK)	1	225.00
7148624R2	NAT ROOF HIGH PITCH FOR SQUARE DECK	2	400.00

7148626R2	NAT ROOF HIGH PITCH FOR HEX DECK	1	850.00
71486859	M'THERM STEPS GRND TO 2' DK OPN HR	1	150.00
714900P1	STEERING WHEEL (POST MOUNT)	1	5.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00
MRTP2017M	GATOR CLIMBER	1	109.00
MRTP2018M	JUNGLE ROCK LINK	1	385.00
†			
MRTP2020M	TUSCON TURTLE CLIMBER	1	194.00
MRTP2021M	FROG CLIMBER	1	183.00
MRTP2023M	MUSHROOM PATH STEPPER	1	250.00
MRTP2143M	LOG STEPS CLIMBER	1	316.00
†			

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
PIP	POURED-IN-PLACE RUBBER SURFACING 469 SQFT POURED IN PLACE RUBBER SURFACING (3.5" - 8' CFH) WITH UP TO A 4" STONE BASE // 50% COLOR-50% BLACK	1	0.00
TURF	SYNTHETIC TURF AND INSTALLED 1582 SQFT SHAW PLAY 50 TURF, AGGREGATE BASE, BROCK PAD, AND SAND INFILL	1	0.00

Totals:

Equipment Weight: 9,139.00 lbs
Discount Amount: -\$30,255.58
Equipment Price: \$101,290.42
Freight: \$7,582.00 Code: Needed

3/10/2023

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Installation: \$39,205.00
Products by Other: \$60,300.00
Grand Total: \$208,377.42

Notes:

INSTALLATION IS PERFORMED BY AN AFFILIATED THIRD PARTY NPSI CERTIFIED PLAYGROUND INSTALLER // PLEASE SEE ADDITIONAL TERMS AND CONDITIONS REGARDING INSTALLATION // **SOURCEWELL CONTRACT NUMBER 010521-LTS**

† Denotes drop ship item.

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: R0019233008 **Quote Date:** 3/9/2023 **Equipment:** \$131,546.00 **Grand Total:** \$208,377.42

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

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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 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