



7011 Wilson Rd.
WPB Fl. 33413
561-964-2001 Fax: 561-964-5009
www.sportsurfaces.com

PROPOSAL/AGREEMENT

August 11th 2018

CUSTOMER

Brookside Bluff
7850 Golf Blvd.
Zolfo Springs FL 33890

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Brookside Bluff hereinafter called the Customer for the resurfacing of your (4) existing shuffleboard courts with respect to the following terms and specifications:

COURT PREPARATION: area to be approximately: 6' x 52' per court x 4

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil.
The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as necessary and fill existing cracks as best as possible prior to surfacing Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

SURFACING OF SHUFFLEBOARD COURT(S)

The Contractor will apply (1) **Coat of Acrylic Resurfacer** over entire court area to fill voids and provide smooth surface.
The Contractor will apply (2) **Coats of Acrylic Color Concentrate** with glass beads.
The Contractor will stripe courts to national standards including numbers.
The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of **FIVE THOUSAND NINE HUNDRED US DOLLARS (\$ 5,900.00)*******

PROVISIONS

The Customer agrees to pay a 33% deposit upon acceptance of proposal
The Customer agrees to pay a 33% deposit upon commencement of work.
The Customer agrees to pay balance upon completion of the above-proposed work

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. Interest of 1 ½ % per month will be charged on accounts past due

*All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.

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CONDITIONS:

The Customer will furnish stable access to site for equipment and material and provide a clean water supply and electrical feed at job site within 100' for construction use. The owner shall be responsible for seeing that all landscaping, grass, and shrubs outside the court perimeter be lower than the court surface to aid in proper drainage.

The Contractor accepts no responsibility for acts by anyone at job site except for those sub-contracted or employed by Sports Surfaces LLC. Courts Inc. The Customer shall keep all sprinkler systems off during resurfacing work and for 1 day following the completion of work. Damage due to sprinkler system are billed as additional expense to owner.

Re-mobilization fee: If production is halted due to circumstances beyond our control, permit issues, or failure to receive progress payments a \$500 re-mobilization fee shall be charged to pay for crew down time, gas and expenses

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Respectfully submitted by:

Sandra Gold Sport Surfaces

Proposal accepted by: _____ Date: _____

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AUG 13 2018



PROPOSAL

Brookside Bluffs
7750 Golf Blvd.
Zolfo Springs, FL 33890

DATE: 8/6/18

SECTION 1:

Our base price for work on **four (4)** shuffleboard courts, as noted below, is the lump sum of **Five Thousand One Hundred Ninety Seven and 00/100 dollars (\$5,197.00)**. Payment to be upon completion. Price subject to change after 90 days.

SCOPE OF WORK:

- 1) Grind over existing surface of courts to a bondable surface.
- 2) Install our **NICO** maintenance free green textured surface and make ready for play, complete with white regulation markings. Put green squares with white #'s in gutters-NOT in triangles.

NOTES:

- 1) The use of glass beads and waxing of courts **is NOT** required with this surface.
- 2) Surfacing of courts will **NOT** level or remove any variations from surface of courts.
- 3) No patching to be done on any cracks. Cracks in court may reappear after surfacing due in part to the expansion and contraction of the concrete slab from daily variations in ambient temperature.
- 4) Court drains should always be maintained in working order. Standing water for extended time on courts can cause surface coatings to blister.
- 5) No work is proposed on gutters or surrounding concrete.

WARRANTY:

Surface is warranted against peeling and flaking for a period of one year from application. Problems from vandalism and improper care are excluded. Damage at ends of courts caused by dropping discs directly onto the surface instead of sliding them onto the court from the gutter is considered improper care and is not covered under warranty.

Accepted _____ Date _____
Signature Title

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Seminole County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

Insurance Certificates and Licenses Provided Upon Request *Any changes or additions to standard coverage at additional cost.

Nidy Sports Construction Company, Inc.

By Jamie Beck
Jamie Beck, Sales Professional

SECTION 2:

OPTION NO. 1 – BUMPERS

Remove and replace bumpers on each end of courts.

Add the lump sum of **Six Hundred Twelve and 00/100 dollars (\$612.00)** to base price for this option. Payable upon completion of the work.

ACCEPTED OPTION NO. 1 _____
Signature Title Date

SECTION 3:

Owners Name and Address: _____

_____ Phone _____

Job Site Address or Legal Description _____
