

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

QUOTE: R0088212179

Project: R0088_44482555056_01

Prepared For: **Project Name & Location:**

End User:

May Recreation Equipment & Design

Prepared by:

Galveston ISD PO Box 660

Cay Surman

Galveston, TX 77553 (409) 766-5158 (phone) (409) 765-6248 (fax) caysurman@gisd.org

Attn: Oppe ES Alice Prets 3 Sunspree Place

The Woodlands, TX 77382 (281) 288-1412 (phone) (281) 288-0043 (fax) jeff@mayrecreation.com

Ship To Address:

Matt Wanner Galveston ISD Oppe Elementary 2915 81st Street Galveston, TX 77554 7137259332 (phone) matt@mayrecreation.com

Quote Number: R0088212179 Quote Date: 11/4/2021

Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice

Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	24	35.00	89.00	2,136.00
4406R	ACCESS RAMP W/2 MIRACLE	1	260.00	1,036.00	1,036.00

TIMBERS-RECYCLED

714S636J

Product line: KidsChoice

Age group: 5-12

Global defaults

YELLOW Accent Accent Climber **YELLOW** Accent Enclosure YELLOW

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Accent Handhold	RED
Cham -Canopy	YELLOW
Cham -Exit	RED
Cham -Left Low Bank	YELLOW
Cham -Right Low Bank	BLUE
Cham -Start of Slide	RED
Clamp	BLUE
Panel	BLUE-YELLOW-BLUE
Post	BLUE
Post - FS	BLUE
PVC	RED
Rockite	BLUE
Rockite Orb 01	RED
Rockite Orb 02	BLUE
Rockite Orb 03	YELLOW
Rockite Orb 04	RED
Rockite Orb 05	BLUE
Roof Mesh	RED
Roof Mesh 01	RED
Roof Mesh 02	YELLOW
Roof Mesh 03	RED
Roof Mesh 04	YELLOW
Roof Mesh 05	RED
Roof Mesh 06	YELLOW
Sensory Panel	RED CLEAR
Slide Rockite	RED
Spiral Barrel	YELLOW
Touch Up Paint	
Tube Flange 01	YELLOW
Tube Flange 02	YELLOW
Tube Flange 03	YELLOW
Tube Flange 04	YELLOW
Tube Rockite	RED
Tube Rockite Entry	YELLOW
Tube Rockite Exit	YELLOW

Components

Part Number	Description	Qty	Weight	Unit Price	Total
4541	(714S636J)	1			
	CROSSWAY CLIMBER LARGE				
7145029	(714S636J)	1			
	SQUARE DECK (ATTACHES TO 4 POSTS)				
714518C612	(714S636J)	1			
	HEXAGON MEGA TWR 2-LEVEL (6' & 12' DECK)	_			
7145494	(714S636J)	4			
744070411	5" OD X 124" POST (4' DECK)				
7146701U	(714S636J)	1			
	CHAM II ENTRY & EXIT VORTEX (5' - 6'6" DECK)				
7146705	Cham -Exit: BLUE (714S636J)	1			
7140703	CHAMELEON II RIGHT SECTION	'			
7146706	(714S636J)	1			
7140700	CHAMELEON II LEFT SECTION	•			
7146706	(714S636J)	1			
7110700	CHAMELEON II LEFT SECTION	•			
	Cham -Left Low Bank: RED				
7146916	(714S636J)	1			
	DOME CLIMBER W/ORBS (6'6" DECK)				
71471313B	(714S636J)	1			
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	SENSORY PANEL TEXTURED SQUARE OVAL BD				
71471516B	(714S636J)	1			
71474212	ELECTRONIC PIANO PANEL (BELOW DECK) (714S636J)	1			
7 1777212	30" ID TUBE SLIDE RH (12' DECK)	'			
71474949U	(714S636J)	1			
	6'2" TYP SLIDE 405 DEG DOMED WAVE (4' DECK)				
714782	Slide Rockite: BLUE (714S636J)	1			
714702	CRUNCH STATION	•			
714808	(714S636J)	1			
	CLIMBING POLE (3', 5' OR 6'6" DECK)				
7148135	(714S636J)	1			
714816W	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY) (714S636J)	1			
7 140 10 VV	FULL WAVE BARRIER, TUBE	'			
71483012	(714S636J)	2			
	FULL WALL ENCLOSURE				
7148302	(714S636J)	1			
7148303	UPPER ENCLOSURE FOR TUBE SLIDE	1			
7 140303	(714S636J) UPPER ENCLOSURE W/LOOKOUT PANEL	1			
7148306	(714S636J)	2			
	LEAN OUT ENCLOSURE				
714851459	(714S636J)	1			
	SQUARE TRANSFER POINT W/OPEN HR (4'				
7148626	DECK) (714S636J)	1			
7 140020	ROOF FOR HEXAGON DECK, PERF STEEL	'			
7148626C	(714S636J)	1			
	CUPOLA TOP W/PERF STEEL FOR 7148626 HEX				
74.4050.40	ROOF				
71495949	(714S636J)	1			
7149746	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN (714S636J)	1			
7143740	WIGGLY WORM CLIMBER (5' OR 6'6" DECK)	'			
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00
714S636J	SALE - KIDS CHOICE MEGÀ TOWER DECK SYSTEM	1	7,400.00	54,499.00	54,499.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	2.00	0.00	0.00

RiskSign_Included

Product line: Freestanding

Age group:

Global defaults

Post - FS

Components

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

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Additional Items

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

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
115288	Playsafer Rubber Mulch 16 Tons	1	0.00	10,320.00	10,320.00
228565	Fibar System 112 1480sf 74 cy 4 wear mats	1	0.00	1,225.00	1,225.00

Totals:

Equipment Weight: 8,509.00 lbs
Equipment List: \$57,671.00
Discount Amount: -\$793.00
Equipment Price: \$56,878.00
Freight: \$393.25
Installation: \$20,205.00

Products by Other: \$11,545.00 SubTotal: \$89,021.25 **Grand Total:** \$89,021.25

Notes:

Buy Board Proposal #592-19

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: R0088212179 **Quote Date:** 11/4/2021 **Equipment:** \$57,671.00 **Grand Total:** \$89,021.25 CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

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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 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; Invalidity. 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.

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Theme



Theme

Mega Tower Structure

Model: 714-S636

Contact Us for Price

Age Range: 5 - 12 years

Space Required: 41'-0" x 46'-0"

Weight: 7400 lb

Capacity: 70-80

Complies With: ASTM, CPSC

Files for Download:

Drawing File

■ TopView

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Full color assortment available

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Prices are approximate. For playground component prices, please contact your local representative. Prices do not include surfacing, installation, shipping, or appropriate sales tax. Prices shown in US Dollar and may change without notice.

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We Also Recommend







Weaver Park

Weyer Park

Pease Place

Contact

Miracle Recreation 878 E Highway 60 Monett, MO 65708

Phone: **888-458-2752**

International: +1-417-235-6917

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Code of Conduct Sitemap

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