



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

QUOTE: R0088222072

Prepared For:

Cay Surman

Galveston ISD
PO Box 660
Galveston, TX 77553
(409) 766-5158 (phone)
(409) 765-6248 (fax)
caysurman@gisd.org

Project Name & Location:

Attn: Delton Kelly Burnett ES

Prepared by:

May Recreation Equipment & Design
LP

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

Ship To Address:

Donisha Hunter
GISD Cntrl Rec'ving 910
2001 43rd Street
Galveston, TX 77550
(409) 761-6186 (phone)
paul_byers@gisd.org

End User:

Quote Number: R0088222072
Quote Date: 3/7/2022
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: TotsChoice
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
982073	PARTS CARTON 718502	6	2.00	63.00	378.00
982682GRN	PARTS CARTON 718-965	1	5.00	135.00	135.00
988130RD	TC- SQUARE DECK	4	83.90	765.00	3,060.00
988139RD	TC - TRANS PT DECK FPS Red	1	50.00	545.00	545.00
988142RD	TC - TRANS PT TOP STEP FPS (22-7/8" RISE	1	80.40	683.00	683.00
988157RD	TC - 6' ARCH BRIDGE FPS Red	1	138.75	1,655.00	1,655.00
988171RD	TC - 6' RAMP SECTION FPS	1	148.75	1,243.00	1,243.00
999020BL	PATCH KIT MIRATHERM BL	1	0.50	45.00	45.00
999020RD	PATCH KIT MIRATHERM RD	1	0.50	45.00	45.00

Totals:

Equipment Weight: 771.50 lbs
Equipment List: \$7,789.00

Discount Amount: -\$1,168.35
 Equipment Price: \$6,620.65
 Freight: \$562.42
 SubTotal: \$7,183.07
Grand Total: \$7,183.07

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: R0088222072 **Quote Date:** 3/7/2022 **Equipment:** \$7,789.00 **Grand Total:** \$7,183.07

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 CUSTOMER'S 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; 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



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

QUOTE: R0088222073

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Cay Surman

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PO Box 660
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Project Name & Location:

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Quote Number: R0088222073
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Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: TotsChoice
Age group:

Global defaults

Accent Climber	YELLOW
Accent Enclosure	YELLOW
Clamp	RED
Rockite 01	GREEN
Rockite 02	GREEN
Rockite 03	GREEN
Rockite 04	GREEN

Components

Part Number	Description	Qty	Weight	Unit Price	Total
103529	1 1/4" PIPE PLUG FOR 1 7/16"ID PIPE	4	1.00	1.02	4.08
112590BLU	SLIDE DOUBLE WIDE 3' DECK	1	68.00	808.00	808.00
112596	PLASTIC SOLID STEERING WHEEL	1	2.00	30.00	30.00
7189763	BUMPER LADDER (3' DK)	1	60.00	1,099.00	1,099.00
982073	PARTS CARTON 718502	2	2.00	63.00	126.00
982074	PARTS CARTON 718503	2	2.00	73.00	146.00
982589BLU	PARTS CARTON 718-700 & 718-874	1	5.00	48.00	48.00
982682YLW	PARTS CARTON 718-965	1	5.00	135.00	135.00

986544YLW	PARTS CARTON 90 DEGREE LEVEL RAMP TC	1	7.00	96.00	96.00
988130BL	TC- SQUARE DECK	2	83.90	765.00	1,530.00
988139BL	TC - TRANS PT DECK FPS Blu	1	50.00	545.00	545.00
988142BL	TC - TRANS PT TOP STEP FPS (22-7/8" RISE	1	80.40	683.00	683.00
988146BL	TC - 1/2 HEX DECK FPS	2	117.50	1,325.00	2,650.00
988177BL	TC 90 DEGREE RAMP WELDMENT FPS	1	0.00	1,820.00	1,820.00

PlayArea_Q2

Product line: KidsChoice

Age group:

Global defaults

Accent

Clamp

PVC

Components

Part Number	Description	Qty	Weight	Unit Price	Total
713248	PARTS CARTON STAIRS	2	2.00	36.00	72.00
713266	PARTS CARTON 714502	3	4.00	63.00	189.00
71485519	8' SUSP BRIDGE BTWN DECKS W/4 SPOKES	1	520.00	4,599.00	4,599.00
984134	TYPHOON SLIDE PARTS CARTON	1	5.00	44.00	44.00
984351BL	DECK, KC SQUARE FPS Blu	3	104.00	894.00	2,682.00
987148BL	STAIR, 21 3/4" RISE ATA FPS BL	1	85.00	617.00	617.00
987153BL	DECK, TRANSFER POINT ASSY FPS	1	64.31	891.00	891.00
987170BL	STAIR, 18" ATA ACCESS ASSY FPS BL	2	87.20	607.00	1,214.00
988056	PARTS CARTON KC TP FPS	1	2.00	69.00	69.00
989031BL	TENSILE TOUGH NET ASSY - ROUND UP CL BL	1	51.00	1,295.00	1,295.00
995674BL	STAIR 714-759-69 PVC BL	1	70.50	420.00	420.00

PlayArea_Q3

Product line: TotsChoiceX

Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
713248	PARTS CARTON STAIRS	1	2.00	36.00	36.00
982072	PARTS CARTON 718-501	2	2.00	52.00	104.00
982073	PARTS CARTON 718502	1	2.00	63.00	63.00
984134	TYPHOON SLIDE PARTS CARTON	1	5.00	44.00	44.00
987195RD	STAIR, 5' DK TYPHOON ADA RD	1	59.50	597.00	597.00
990057RD	PVC DECK-TRANSFER POINT RD	1	36.70	370.00	370.00
990072	PARTS CARTON-KC SQ.TRANSFER POINT	1	2.00	128.00	128.00
990138RD	46 1/2" SQUARE DECK PVC TCX W/ 3-1/2 PO	1	125.00	877.00	877.00
990144RD	STAIR ASSEMBLY Red	1	79.10	425.00	425.00
990320RD	RECTANGLE DECK - KC2 PVC Red	1	198.00	1,771.00	1,771.00

3/7/2022

QUOTE: R0088222073

990465RD	PVC STAIR-3' SQUARE TRANSFER POINT RD	1	61.10	686.00	686.00
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PlayArea_Q4

Product line: Freestanding
Age group:

Global defaults

Swing Seat

Components

Part Number	Description	Qty	Weight	Unit Price	Total
115208BLU	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	1	1.00	10.00	10.00
115208GRN	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	1	1.00	10.00	10.00
115208RED	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	1	1.00	10.00	10.00
115208YLW	PAINT 4.5 OZ. AEROSOL CAN TOUCH UP	2	1.00	10.00	20.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4	10.00	137.00	548.00
985521	CLEVIS W/HARDWARE SWING HANGER	8	1.00	34.00	272.00

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 BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Totals:

Equipment Weight:	2,619.81 lbs
Equipment List:	\$27,783.08
Discount Amount:	-\$4,167.46
Equipment Price:	\$23,615.62
Freight:	\$1,259.34
SubTotal:	\$24,874.96
Grand Total:	\$24,874.96

Notes:

Buy Board Proposal #592-19

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Quote Number: R0088222073 **Quote Date:** 3/7/2022 **Equipment:** \$27,783.08 **Grand Total:** \$24,874.96

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

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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.

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8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or

3/7/2022

QUOTE: R0088222073

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.

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Rev E 021815



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

QUOTE: R0088222074

Prepared For:

Cay Surman

Galveston ISD
PO Box 660
Galveston, TX 77553
(409) 766-5158 (phone)
(409) 765-6248 (fax)
caysurman@gisd.org

Project Name & Location:

Attn: Delton Kelly Parker ES

Prepared by:

May Recreation Equipment & Design
LP

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

Ship To Address:

Donisha Hunter
GISD Cntrl Rec'ving 910
2001 43rd Street
Galveston, TX 77550
(409) 761-6186 (phone)
paul_byers@gisd.org

End User:

Quote Number: R0088222074
Quote Date: 3/7/2022
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
713110RED	RUNG, 41-1/2"	2	0.00	43.00	86.00
713252	PARTS CARTON - RISERS	1	0.50	21.00	21.00
713259	PARTS CARTON - CLIMBERS	1	0.40	11.00	11.00
713262	PARTS CARTON CURVED LOOP	1	0.50	12.00	12.00
713469	RISER PLATE 12"	1	19.00	151.00	151.00
713470	RISER PLATE 18" fab & paintline	1	27.00	254.00	254.00
982431BLW BL	PANEL ROUTERED JUMP 5' DECK	1	39.00	562.00	562.00
982549	PARTS CARTON 718-812	1	1.00	29.00	29.00
982631	PARTS CARTON PANELS	1	2.00	63.00	63.00
985911RED	ENCLOSURE ASSY ARCH KC VERTICAL LADDER	1	0.00	492.00	492.00
985913RED	ENCLOSURE CLIMBING POLE	1	0.00	505.00	505.00
986337RED	BARRIER-SUSPENSION BRIDGE KC	1	65.00	1,096.00	1,096.00
989089BLU	PANEL-ONE PIECE ROCKITE SLIDES KC	2	29.00	649.00	1,298.00
989973	PARTS CARTON 714-727-5 & 6	2	3.00	32.00	64.00
990967RED	PC BAR SOCKET W/HDW (1 SET)	4	1.00	44.00	176.00
992495BLK	TROLLEY ASSY, GLIDER	1	8.00	697.00	697.00

PlayArea_Q2

Product line: TotsChoiceX

Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
713248	PARTS CARTON STAIRS	1	2.00	36.00	36.00
982072	PARTS CARTON 718-501	2	2.00	52.00	104.00
982073	PARTS CARTON 718502	2	2.00	63.00	126.00
984134	TYPHOON SLIDE PARTS CARTON	1	5.00	44.00	44.00
987195RD	STAIR, 5' DK TYPHOON ADA RD	1	59.50	597.00	597.00
988115	PARTS CARTON 714-723W-9	1	2.00	142.00	142.00
990057RD	PVC DECK-TRANSFER POINT RD	1	36.70	370.00	370.00
990072	PARTS CARTON-KC SQ.TRANSFER POINT	1	2.00	128.00	128.00
990138RD	46 1/2" SQUARE DECK PVC TCX W/ 3-1/2 PO	2	125.00	877.00	1,754.00
990144RD	STAIR ASSEMBLY Red	1	79.10	425.00	425.00
990320RD	RECTANGLE DECK - KC2 PVC Red	1	198.00	1,771.00	1,771.00
990465RD	PVC STAIR-3' SQUARE TRANSFER POINT RD	1	61.10	686.00	686.00
991457RD	BURMA BRIDGE, 8' - TCX	1	140.00	659.00	659.00

Totals:

Equipment Weight:	1,073.80 lbs
Equipment List:	\$12,359.00
Discount Amount:	-\$1,853.85
Equipment Price:	\$10,505.15
Freight:	\$623.77
SubTotal:	\$11,128.92
Grand Total:	\$11,128.92

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,

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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: R0088222074 **Quote Date:** 3/7/2022 **Equipment:** \$12,359.00 **Grand Total:** \$11,128.92

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 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.

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