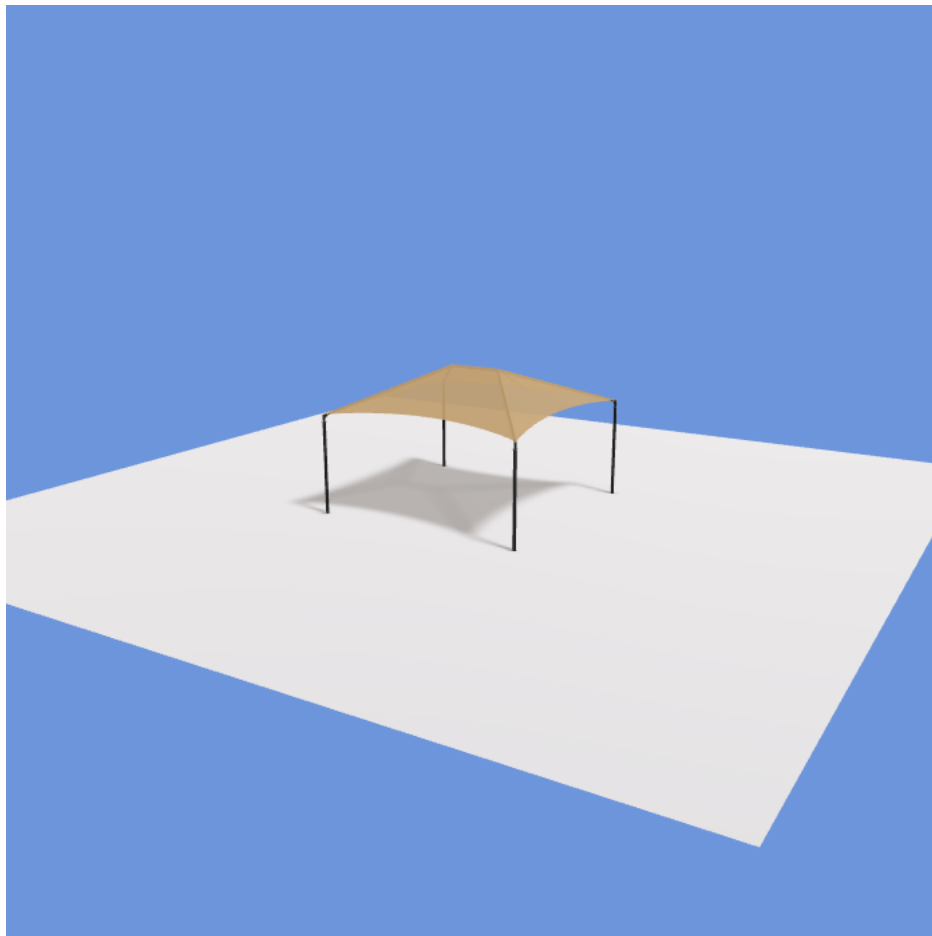




**PROPOSAL DATE: 11/19/2024**  
**Valid for 30 days**

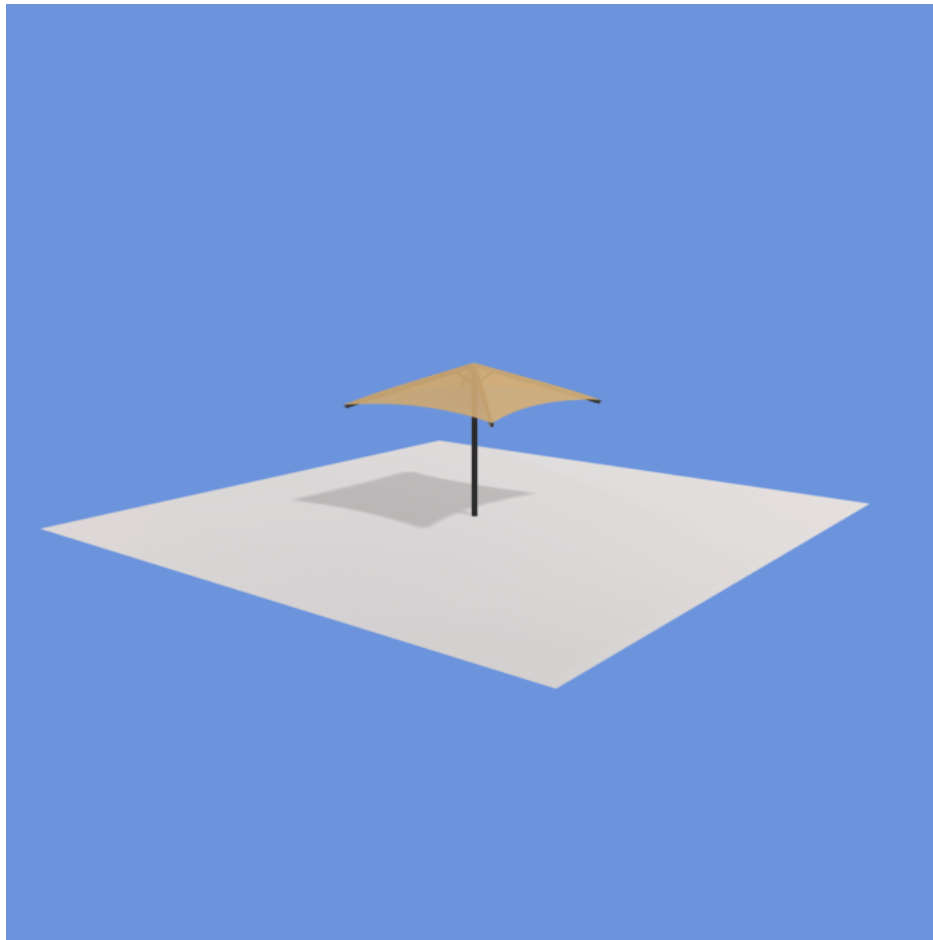
Project Information

<b>Customer Name</b>	RGH Landscape Inc	<b>Rep Firm</b>	USA Shade & Fabric Structures
<b>Project Name</b>	Levelland TX	<b>Contact</b>	Jordan Grant
<b>Quote Number</b>	Q-086352	<b>Phone</b>	
<b>Project Location</b>	Levelland, TX 79336	<b>Email</b>	jordan.grant@usa-shade.com



### Structure Q-086353 Details

Structure Type	HIP	Weight of Each Column	58.8 lbs
Model Number	4 Post HIP 401	Column Steel Size	3.5 GA 08 Round Tubing
Structure Size	<b>Length</b> 20 ft 0 in <b>Width</b> 20 ft 0 in	Weight of Upper Frame (Total)	161.4 lbs
Entry Height	10 ft 0 in	Upper Frame Steel Size	Round Tubing 2.5 GA 11
No. of Columns	4	Weight of Entire Structure (Each)	645.78 lbs
Number of Fabric Tops	1	Est. Pier Footing Size	2.00 Diam. x 6.00 Deep
Fabric Type	Shadesure	Est. Pier Footing Concrete (Each)	0.69 Cubic Yards
Fabric Color	Arizona 200000SAZ	Est. Spread Footing Size	4.50 Sq x 3.00 Deep
Fabric Attachment Type	Standard	Est. Spread Footing Concrete (Each)	2.25 Cubic Yards
Frame Finish	Polyester-TGIC Powder Coating	Building Code	INTERNATIONAL BUILDING CODE 2018
Frame Color	BLACK-115618BLK	Wind Load Fabric On (Max)	115 MPH*
Electrical Access	None	Snow Load Fabric On (Max)	5 PSF
Cable/Hardware Finish	Galvanized	Column Attachment Type	Recessed Base Plate
Anchor Bolts Included	Yes	Other	



### Structure Q-086354 Details

Structure Type	Single Post Pyramid	Weight of Each Column	123.7 lbs
Model Number	Single Post Pyramid 103	Column Steel Size	5.0 GA 07 RD TUBING
Structure Size	<b>Length</b> 12 ft 0 in <b>Width</b> 12 ft 0 in	Weight of Upper Frame (Total)	330.9 lbs
Entry Height	8 ft 0 in	Upper Frame Steel Size	3.500 GA 08
No. of Columns	1	Weight of Entire Structure (Each)	454.61 lbs
Number of Fabric Tops	1	Est. Pier Footing Size	2.00 Diam. x 4.00 Deep
Fabric Type	Shadesure	Est. Pier Footing Concrete (Each)	0.47 Cubic Yards
Fabric Color	Arizona 200000SAZ	Est. Spread Footing Size	3.50 Sq x 3.00 Deep
Fabric Attachment Type	Standard	Est. Spread Footing Concrete (Each)	1.36 Cubic Yards
Frame Finish	Polyester-TGIC Powder Coating	Buiding Code	INTERNATIONAL BUILDING CODE 2018
Frame Color	BLACK-115618BLK	Wind Load Fabric On (Max)	115 MPH*
Electrical Access	None	Snow Load Fabric On (Max)	5 PSF
Cable/Hardware Finish	Galvanized	Column Attachment Type	Recessed Base Plate
Anchor Bolts Included	Yes	Other	



Item #	Description	Price Each	Qty	Total
Q-086353	4 Post HIP 401 Length 20 ft 0 in x Width 20 ft 0 in by 10 ft 0 in Entry	\$ 4,665.70	1	\$ 4,665.70
Q-086354	Single Post Pyramid 103 Length 12 ft 0 in x Width 12 ft 0 in by 8 ft 0 in Entry	\$ 2,959.57	1	\$ 2,959.57
Drawing	Electronic Stamped Engineering Drawing	\$ 650.00	2	\$ 1,300.00
Freight	Freight LTL	\$ 937.30	1	\$ 937.30
Subtotal				\$ 9,862.57
Sales Tax				Not Included
<b>Total (USD)</b>				<b>\$ 9,862.57</b>

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Proposal Pricing:** The above proposal is valid for **30** days from the date first set forth above. **PRICES ARE YOUR COSTS.** After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to: fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable at its sole discretion. Installation, unloading and storage are not included unless specifically noted in Proposal.

In the event of a software error creating an incorrect price, USA SHADE & Fabric Structures reserves the right to void the incorrect proposal and supply a corrected version to the purchaser.

**Taxes:** Sales and/or use taxes are not included in your proposal. Sales and/or use taxes will be added at time of order unless acceptable tax-exempt documentation is provided.

**Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the Proposal sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

**Short Ship and Damage Claims:** Purchaser has 5 days from receipt of the structures to file a short ship or damage report in writing to its sales representative. Company will not honor claims made after this time.

**Standard Exclusions:** Unless specifically included Proposal section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

**Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:



*"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."*

**Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

**Payment:** Terms of payment will be determined at time of order based on credit and payment history. Deposits may be required. Proposals over \$100,000 will require a deposit – amount to be determined at time of order. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any required payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

**Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

**Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

**Manufacturing & Delivery Times:** Manufacturing lead-time from Company's receipt of the "approved order" is approximately 6 to 8 weeks for standard structures, and 8 to 14 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes. All shipping is FOB our Texas facility. Transfer of ownership of product occurs once the structure leaves our facility. USA Shade does not guarantee specific delivery days unless that option is specified and paid for in the Proposal. In the event a shipment is late due to no fault of USA Shade, USA Shade is only liable for the extra shipping charges paid and does not pay remobilizations or other delay charges.



**Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:

**1.No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.

**2.No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.

**3.Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.

**4. Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.

**5. Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

**Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

**Statement of Limited Warranty:**

The structural integrity of all supplied steel is warranted for ten years.

If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.

All steel surface finishes are warranted for one year.

Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:

Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five-year pro-rated warranty;

Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five-year warranty.

**General Limited Warranty Terms and Conditions**

These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.



In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.

The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color

Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.

All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).

Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.

These limited warranties are void if:

- the supplied structures, products, services and/or labor are not paid for in full;
- the structures are not assembled in strict compliance with USA SHADE specifications;
- any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

These limited warranties do not cover defects and/or damages caused by:

- normal wear and tear;
- misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc);
- ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
- use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions.

The limited warranties explicitly exclude:

- workmanship related to assembly not provided by the Company or its agents;
- fabric curtains, valances, and flat vertical panels;
- fabric tops installed on structures that were not engineered and originally supplied by the Company.

THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.



THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.