



Playground Maintenance Corp.  
dba **PLAYGROUND MEDIC**

Playground Safety is Our Business!

146 Broadway

Hawthorne, New York, 10532

Phone# (866) 332-3133

Fax# (914) 747-3965

e-mail: [info@playgroundmedic.com](mailto:info@playgroundmedic.com)

**SERVICES AGREEMENT # 18-449**

**Date: June 18, 2018**

**Customer: Derby Public Schools**  
**Attention: Dave Nardone**  
**33 Elizabeth Street**  
**Derby, Ct 06418**

**Phone: 203-446-2601**  
**Fax: 203-736-5031**  
**Email: [dnardone@derbyps.org](mailto:dnardone@derbyps.org)**  
**Cell# 203-721-5298**

**Scope of work: New One Bay Swing Set**

**Locations: Irving Elementary School, 9 Garden Place, Derby, CT**

<b>Job To Be Performed</b>	<b>Cost</b>
----------------------------	-------------

**Area#1**

**Remove & Reinstall Toss and Score to new location on play area – new footing**  
**Supply & Install *Little Tikes* MAX Play 8' H one bay swing set- -( 2 belt seats)**  
**Supply & Install (2) wear mats for under swing seats**

***Top off of Engineered Wood Fiber surfacing recommended***

<b>TOTAL</b>	<b>\$ 7,870.00</b>
--------------	--------------------

**CUSTOMER SIGNATURE**\_\_\_\_\_ **DATE**\_\_\_\_\_

**PRINT NAME**\_\_\_\_\_ **TAX EXEMPT #**\_\_\_\_\_

**TITLE**\_\_\_\_\_ **PURCHASE ORDER#**\_\_\_\_\_

**PRICES QUOTED ARE EFFECTIVE FOR 30 DAYS**

**MASTERCARD AND VISA ACCEPTED**

- Sales tax will be added unless a tax-exempt number is provided
- Playground must be closed during repairs

The above quoted price is satisfactory and the following Terms and Limiting Conditions for Audits, Inspections and Repairs as follows are hereby agreed and accepted.

## **TERMS AND LIMITING CONDITIONS**

1. This Services Agreement (this agreement) serves as cost proposal only, and neither constitutes, nor is to be construed as, an analysis of the Playground's current condition.
2. Services will commence no later than 30 days from the date of the agreement. Rendering of services is contingent upon strikes, accidents, or delays beyond the control of Playground Medic.
3. All services will be scheduled at a time mutually agreeable to the Customer and Playground Medic. The Customer is solely responsible for making all necessary arrangements so as to permit Playground Medic staff to have access to the entire playground site at the Scheduled Service Time. The Customer's failure to do so will result in a surcharge of \$100.00.
4. If the customer causes the work to be interrupted and this requires that the contractor must return to the site for work, taking time not contemplated in the job estimate, there will be an additional charge plus travel.
5. At the conclusion of any Inspection Service, Playground Medic will immediately provide the Customer Representative with a written notice of any Class A Hazard that is found on the Playground site.
6. The Customer represents and warrants that it carries valid property and liability insurance for the Playground site as of the Scheduled Service Time, and agrees to provide Playground Medic with such evidence of such coverage upon request. A Customer Representative must be available to Playground Medic at all times while Services are being performed.
7.
  - a. The parties agree that the Customer shall indemnify and hold Playground Medic, and its employees, directors, and officers, shareholders, and agents harmless from any and all liability from claims (including attorney's fees, costs and expenses of defending such claims) asserted by any party as a result of any physical harm or property damage that occurs on a playground site for which Playground Medic has solely provided Inspection Services. This indemnification shall not be in any manner limited or affected by any act, omission, or negligences (exclusive of gross negligence or willful misconduct) of Playground Medic and/or its employees, directors, shareholders, and agents.
  - b. The Customer acknowledges that Services provided by Playground Medic shall not insulate the Customer from liability for any harm or damage that occurs to persons or property on the Playground site. The Customer shall continue to have the obligation as a property owner to maintain its property in a manner free from dangerous conditions to the full extent required by all applicable laws, rules and regulations. The Customer shall in particular remain responsible for the condition of the Playground on a day to day basis; it being acknowledged that Playground Medic's Services may be separated by significant periods of time. Playground Medic's obligation to the Customer following the rendering of Inspection Services shall be solely to provide the Customer with a Playground Medic Report. Playground Medic shall have no obligation to repair, replace or remove any hazards identified in a Playground Medic Report except to the extent that Maintenance Services are specified in the Agreement or agreed to in a separate Services Agreement by Playground Medic and the Customer. All Maintenance Services will be completed in a workmanlike manner according to standard practices.
8. This Agreement may not be amended or changed in any way without the express written consent of both Playground Medic and the Customer.