



**Town of Mammoth Lakes
Parks and Recreation Department
P.O. Box 1609, Mammoth Lakes, CA 93546
Phone: (760) 965-3690
Fax: (760) 934-7493
www.TownofMammothLakes.ca.gov**

March 20, 2025

Zoom Recreation Inc.
Attn: Toby Fernie
Project Manager | Northern California
4000 Barranca Parkway, Suite 250-659
Irvine, CA 92604

California Multiple Award Schedule (CMAS) Number: 4-22-10-1020
DIR # TBD
CLSB # 1067651
Job # 111198-01 & 02

RE: LETTER AGREEMENT WITH THE TOWN OF MAMMOTH LAKES AND ZOOM RECREATION, INC. FOR THE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT MAMMOTH CREEK PARK WEST.

Dear Toby,

PARTIES: This letter shall be our agreement (“Letter Agreement”) regarding: (i) the purchase by the Town of Mammoth Lakes (“Town”) from ZOOM RECREATION INC. (“Contractor”) of one (1) four post, 20’ by 30’ hip shade structure and one (1) multi-dome hanging cantilever hip shade structure (“Amenities”); and (ii) Contractor’s installation of the Amenities (the “Services”) at Mammoth Creek Park West, located at 686 Old Mammoth Road. Contractor is retained as an independent contractor and is not an employee of the Town.

SERVICES; SCHEDULE OF PERFORMANCE: The Amenities and Services to be provided consist of the following and are provided for in more detail in Exhibit B (equipment purchase and installation).

- Purchase and installation by Contractor of one (1) four post, 20’ by 30’ hip shade structure
- Purchase and installation by Contractor of one (1) multi-dome hanging cantilever hip shade structure
- The Town shall be responsible for the construction of the concrete pads, footings, and all other site work.
- The scope of the Contractor’s installation shall include the erection of the structure, anchor bolting, installation of the shades on the structure, and any other installment components as recommended by the manufacturer.

Town shall coordinate with Zoom Recreation Inc on the installation dates for the specified bleachers in the Community Recreation Center (CRC). Services shall be completed no later than **July 31st 2025** provided that this date may be amended through mutual written agreement of Town and Contractor (which may be declined in the respective sole discretion of Town and Contractor), which shall not require a formal amendment of this Agreement.

STANDARD OF CARE: Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees, and its subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

COMPENSATION: Contractor shall receive the fixed sum of **NINETY THREE THOUSAND THREE HUNDRED EIGHTY ONE DOLLARS AND TWENTY TWO CENTS** (\$93,381.22) for its work under this Agreement, which sum includes without limitation all material, equipment, personnel, travel and freight costs. If Contractor does extra work which is in addition to the project scope of work as identified in Exhibit "B" and that is agreed upon in writing by both parties, Town shall compensate Contractor on a time and materials basis or lump sum for such extra work. Such compensation shall be either for a lump sum agreed upon by Town and Contractor prior to the commencement of the extra work, or in accordance with a rate schedule agreed upon by Town and Contractor prior to the commencement of the extra work. Town shall pay Contractor in accordance with the payment schedule attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall submit invoices upon shipping and for work upon completion of its Services. Town shall pay such invoices within 30 days of their receipt.

PREVAILING WAGES: Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to provide services hereunder available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor shall comply, and shall require each subcontractor employed by Contractor to provide services pursuant to this Agreement to comply, with the requirements of Labor Code Section 1776, including without limitation the requirement to maintain certified payroll records. Contractor shall submit certified payroll records directly to the California Labor Commissioner. At all times during the course of Contractor's work, Contractor shall remain registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5, and Contractor shall ensure that all subcontractors employed by Contractor also remain so registered. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5. However, an unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided that the contractor is registered to perform public

work at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

INSURANCE: Contractor shall provide proof of commercial general liability and automobile insurance to Town in amounts and with policies, endorsements, and conditions required by Town for the Services. If Contractor is an employer or otherwise hires one or more employees to provide Services, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), providing coverage on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury; (2) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed to provide a Waiver of Subrogation stating that the insurer waives all rights of subrogation against the indemnified parties. Notwithstanding the foregoing, if Contractor maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Contractor. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) Town, its officials, officers, employees, and agents shall be covered as additional insured with respect to the Services or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Town, its directors, officials, officers, employees, agents, and or, if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Town, its officials, officers, employees, and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way. With respect to the General Liability policy, the foregoing endorsements shall be made using standard ISO endorsement No. CG 2010 with an edition date of 2010 or later. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 (04/13) forms if later revisions are used). Additional insured status for ongoing and completed operations will be extended to Town by subcontractor performing installation. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Contractor shall require any subcontractor performing installation work hereunder to cause Town and its directors, officials, officers, employees, and agents, to be named as additional insureds for ongoing and completed operations pursuant to one or more endorsements to such subcontractor's or subcontractors' insurance policies.

TERMINATION: Town may terminate this Letter Agreement at any time with or without cause. If Town finds it necessary to terminate this Letter Agreement without cause prior to completion of installation of the Amenities, Contractor shall be entitled to be paid in full for those Amenities installed prior to the notification of termination. Contractor may terminate this Letter Agreement only upon 30

calendar days' written notice to Town only in the event of Town's failure to perform in accordance with the terms of this Letter Agreement through no fault of Contractor.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Town, its directors, officials, officers, employees, , and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of Contractor's Services or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorneys' fees and other related costs and expenses, but only to the extent such costs and expenses arise from and are proven to be the fault of the Contractor's negligent acts or omissions or anyone for whom Contractor may be liable. Contractor's obligation to indemnify shall survive expiration or termination of this Letter Agreement and shall not be restricted to insurance proceeds, if any, received by Town, its directors, officials, officers, employees, agents, or volunteers.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of Contractor's obligations hereunder, including all Cal/OSHA requirements. By executing this Letter Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor shall maintain records of its compliance, including its verification of each employee, and shall make them available to Town or its representatives for inspection and copy at any time during normal business hours. Town shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors, and consultants performing any work relating to this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. By its signature hereunder, Contractor certifies that it is aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor agrees to comply with such provisions before commencing performance of the Services. Finally, Contractor represents that it is an equal opportunity employer and shall not discriminate against any sub-consultant, employee, or applicant for employment in violation of state or federal law.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Mono County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code §§ 900 et seq. prior to filing any lawsuit against Town. Such Government Code claims and any subsequent lawsuit based upon Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against Town. If either Party commences an action against the other party arising out of or in connection with this Letter Agreement, the prevailing party shall

be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys' fees, as determined by the court.

ASSIGNMENT; AMENDMENT: Contractor shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. An original, executed copy is enclosed for your records.

TOWN OF MAMMOTH LAKES

Approved by:

Attest:

Rob Patterson
Town Manager

Jamie Gray
Town Clerk

CONTRACTOR

Reviewed and Accepted by Zoom Recreation Inc.

Signature

Name

Title

Date

EXHIBIT A - PAYMENT SCHEDULE

- A. Contractor shall receive the fixed sum of **NINETY THREE THOUSAND THREE HUNDRED EIGHTY ONE DOLLARS AND TWENTY TWO CENTS** (\$93,381.22) for its work under this Agreement, which sum includes without limitation all material, equipment, personnel, freight and travel costs.
- B. Town shall pay a 50% deposit to the Contractor upon execution of this Agreement, with the balance of the Agreement paid upon completion of the work. Town shall pay the final invoice to the Contractor within 30 days of the receipt upon completion of Contractors Services as outlined in *“SERVICES; SCHEDULE OF PERFORMANCE.”*
- C. If Contractor does extra work which is in addition to the project scope of work as identified in Exhibit B and that is agreed upon in writing by both parties, Town shall compensate Contractor on a time and materials basis or lump sum for such extra work.

EXHIBIT B – EQUIPMENT PURCHASE AND INSTALLATION



MAMMOTH LAKES CRC SHADE

Mammoth Lakes, CA

Zoom Recreation



zoomrecreation.com



866-234-3392



4000 Barranca Parkway, Suite 250-659 Irvine, CA 92604



Sacramento, CA

“ Zoom has been not just a vendor, but an awesome partner! Churches face a myriad of challenges in 2024, Zoom and Toby Fernie as our rep have worked with our implementation team to build a structure to meet the needs of our ministry strategy. The whole staff is looking forward to our ribbon-cutting ceremony to celebrate the outcome of the project. ”

-John Hunt

Executive Director of Church Administration
River City Christian Church

“ Wonderful experience! Great experience with all representatives. Would definitely contact them in the future. ”

-Maria Gennaro

Director of Business & Operations
Ivy Academia



Los Angeles, CA



Fillmore, CA

“ I had the pleasure of using Zoom Recreation for (2) fairly large playground projects. Norma and her team are unbelievable! The execution precision while having an unrealistic timeline proved to me their resilience, dedication and professionalism. If you are considering using this company, don't, just use them! I would plan to use this company over and over again. Ask for Norma or Dan! ”

-Chris Cline

Project Manager Bonds & Special Projects
Fillmore Unified School District



WHY ZOOM?

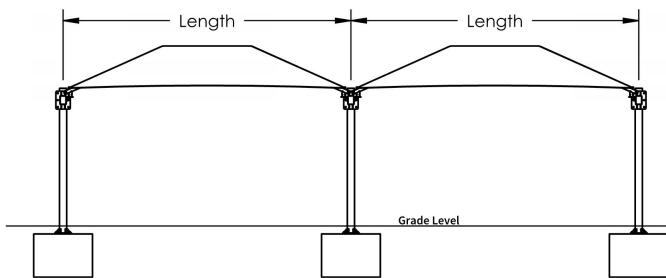
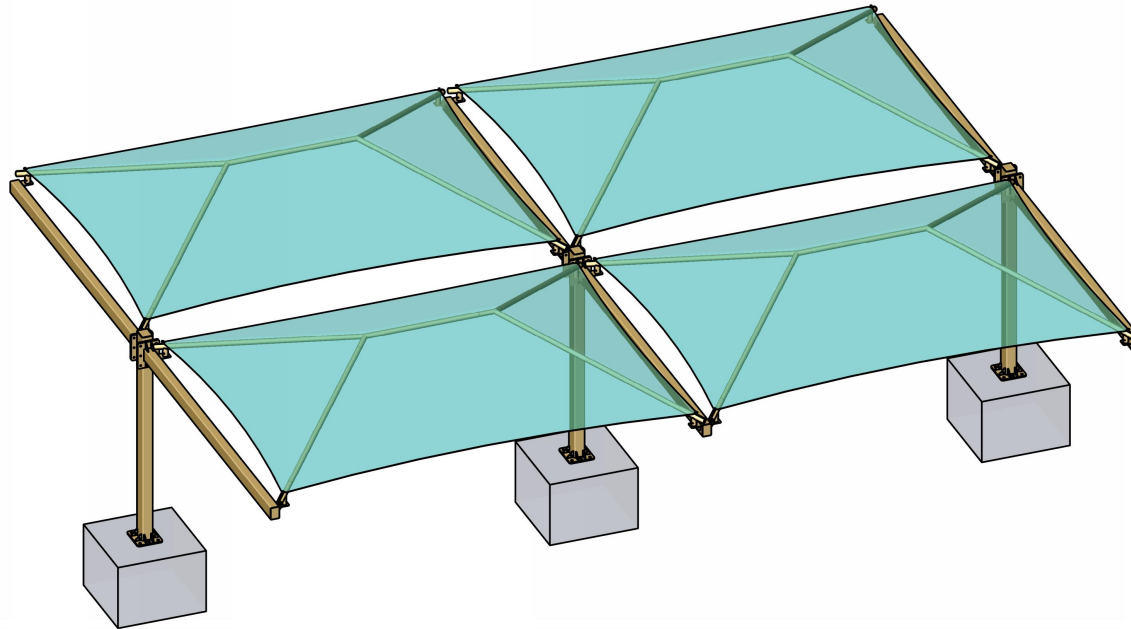
WHY SUPERIOR?

WE'VE GOT YOU COVERED

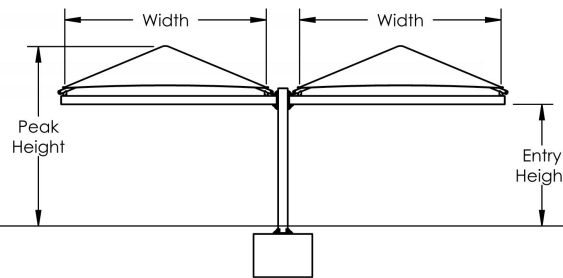
1. All our equipment is proudly made in the USA.
2. CPSI & ASTM certified designers and installers to ensure safety comes first on every project.
3. Fully licensed, bonded and insured.
4. Turn-Key. We handle both the design and installation.
5. Exclusive rights partner of Superior Recreational Products

Multi-Dome Hanging Cantilever Hip Shade

Length	20'	Width	20'	Entry Height	8'
Peak Height	11.7'	Elbow	Glide	Column Mount	Base Plate
Column Size	10"x10"x1/4"	Rafter Size	Ø3.5" 11-Ga	Ridge Size	Ø3.5" 11-Ga
Column Length	9.5'	Rafter Length	13.04'	Ridge Length	5'
Dome Qty.	4	Column Qty.	3	Beam Size	10"x6"x1/4"

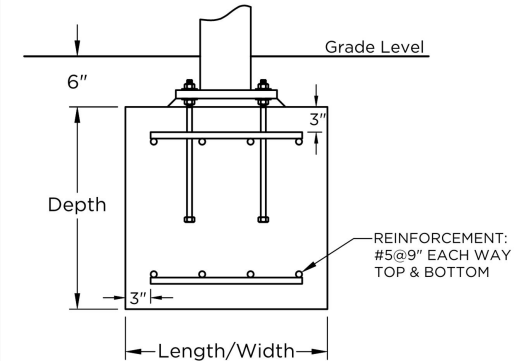


Front Elevation

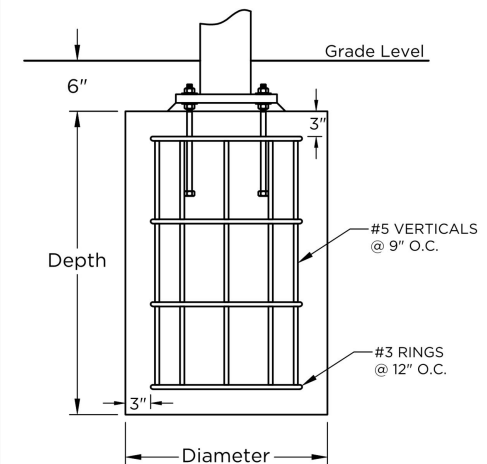


Side Elevation

Square Footing		
Column	Length & Width	Depth
Single Cap	4.08	3
Double Cap	4.488	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	Out of range
2'-6"	Out of range	Out of range
3'-0"	5.66	6.84



SuperiorShade

QUOTE

95389
QUO0299924

SHADE SIZE

20 X 20

SHADE STYLE

Multi-Dome Hanging
Cantilever Hip Shade

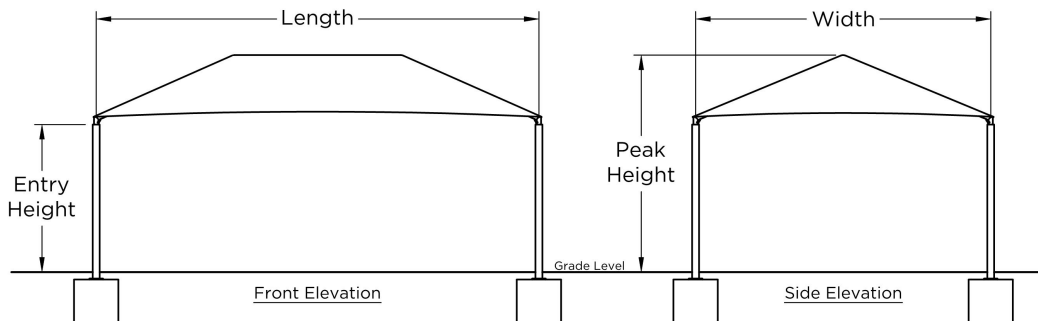
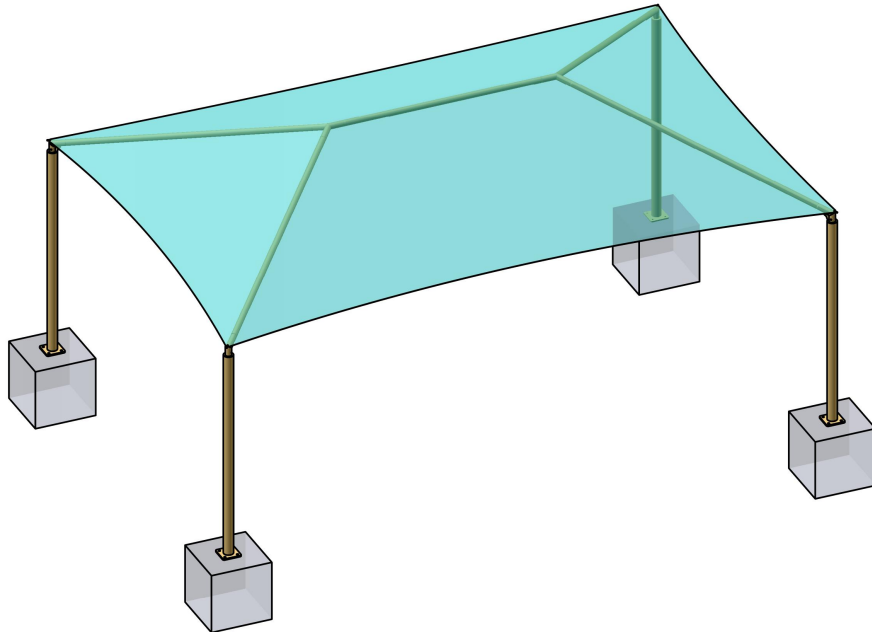
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.



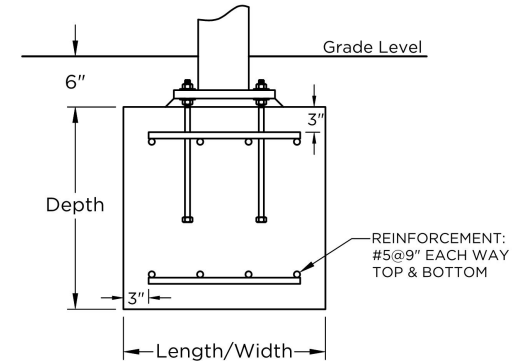


Hip Shade

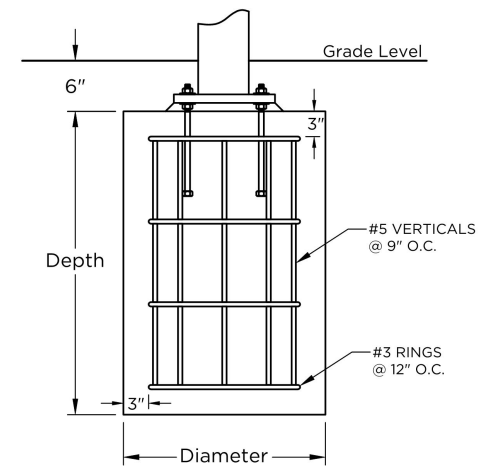
Length	30'	Width	20'	Entry Height	10'
Peak Height	14.04'	Elbow	Glide	Column Mount	Base Plate
Column Size	Ø5.5" Sch-40	Rafter Size	Ø3.5" 11-Ga	Ridge Size	Ø3.5" 11-Ga
Column Length	10.5'	Rafter Length	14.22'	Ridge Length	11.47'
Dome Qty.	1	Column Qty.	4		



Square Footing		
Column	Length & Width	Depth
Single Cap	3.21	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	5.04	N/A
3'-0"	3.5	N/A



SuperiorShade

QUOTE

SHADE SIZE

30 X 20

SHADE STYLE

Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Zoom Recreation, Inc.

4000 Barranca Parkway Suite 250-659

Irvine, CA 92604

+18665165439

scheduling@zoomrecreation.com



Quote

ADDRESS

Stuart Brown
437 Old Mammoth Road,
Ste. 230
PO Box 1609
Mammoth Lakes, CA 93546

SHIP TO

Stuart Brown
437 Old Mammoth Road,
Ste. 230
PO Box 1609
Mammoth Lakes, CA 93546

QUOTE # 4855**DATE** 02/21/2025**PROJECT MANAGER**

Toby Fernie

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	CUSTOM-SRP SHADE	(1) Custom Shade Design - Rectangle Hanging Cantilever Shade: 40' Length x 40' Width x 8' Entry Height. (4) Domes; Each Dome - 20' Length x 20' Width x 8' Entry Height. (3) Columns on Base Plates + 6" surfacing at 10"x10". Beams at 10"x6". Rafters at Ø3.5" 11-Ga With Glide Elbows. . Frame Color: TBD Fabric Color: TBD	1	43,026.00	43,026.00T
	CMAS DISCOUNT	CMAS 12% discount	1	-5,163.12	-5,163.12T
	CUSTOM-SRP SHADE	Shade type: Hip shade Length: 30' Width: 20' Entry Height(s): 10' Number of Posts: 4 Number of Fabric Tops: 1 Mounting Style: Embedded Frame Color: TBD Fabric Color: TBD Includes: - Commercial grade steel frames and fabric with minimum wind rating of hurricane force 1 (76MPH sustained winds) - Shade and UV Factors of up to 98% (dependent on color selection) - Water resistant fabric	1	9,520.00	9,520.00T
	CMAS	12% CMAS Discount	1	-1,142.00	-1,142.00T

LICENSE # 1067651 (A, C61/D34)
DIR #1000655676

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	DISCOUNT				
	ABT (Anchor Bolt Template)	Advanced anchor bolt template.	2	185.00	370.00T
	Professional Certified Installation of Shade Structure(s)	Professional Certified Installation of Shade Structure(s) Includes: -Unloading - Layout -In-ground footers - Excavation - All concrete and required rebar/steel reinforcement - Assembly of frame - Installation of fabric - Haul and dispose of spoils offsite Wage Type: Prevailing	1	71,875.00	71,875.00
Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.			SUBTOTAL		118,485.88
			TAX		3,612.34
This proposal does not provide for the following: - Service items, unless stated: receipt, inventory, loading, unloading, storage, security of equipment, or security fencing - Site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminates that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.			SHIPPING		5,408.00
Client acknowledges that Zoom Recreation is not liable for any damage to existing concrete, landscaping or other surfaces while installing and/or using heavy machinery on-site.			TOTAL		\$127,506.22
This proposal does not include any bonding, permits, permitting fees, 3rd party inspection fees, or other related fees.					
All invoices past due 30 days are subject to a 2% late fee.					
Actual structure colors may vary slightly from renderings.					
A 50% deposit and signed contract are required upon approval.					
Accepted By			Accepted Date		
LICENSE # 1067651 (A, C61/D34) DIR #1000655676					

Zoom Recreation, Inc.
4000 Barranca Parkway Suite 250-659
Irvine, CA 92604
+18665165439
scheduling@zoomrecreation.com



Quote

ADDRESS
Stuart Brown
437 Old Mammoth Road,
Ste. 230
PO Box 1609
Mammoth Lakes, CA 93546

SHIP TO
Stuart Brown
437 Old Mammoth Road,
Ste. 230
PO Box 1609
Mammoth Lakes, CA 93546

QUOTE # 4865
DATE 02/22/2025
EXPIRATION DATE 03/31/2025

PROJECT MANAGER
Toby Fernie

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	CUSTOM-SRP SHADE	(1) Custom Shade Design - Rectangle Hanging Cantilever Shade: 40' Length x 40' Width x 8' Entry Height. (4) Domes; Each Dome - 20' Length x 20' Width x 8' Entry Height. (3) Columns on Base Plates + 6" surfacing at 10"x10". Beams at 10"x6". Rafters at Ø3.5" 11-Ga With Glide Elbows. .	1	43,026.00	43,026.00T
	CMAS DISCOUNT	Frame Color: TBD Fabric Color: TBD CMAS 12% discount	1	-5,163.12	-5,163.12T
	CUSTOM-SRP SHADE	Shade type: Hip shade Length: 30' Width: 20' Entry Height(s): 10' Number of Posts: 4 Number of Fabric Tops: 1 Mounting Style: Embedded Frame Color: TBD Fabric Color: TBD	1	9,520.00	9,520.00T
	CMAS	Includes: - Commercial grade steel frames and fabric with minimum wind rating of hurricane force 1 (76MPH sustained winds) - Shade and UV Factors of up to 98% (dependent on color selection) - Water resistant fabric 12% CMAS Discount	1	-1,142.00	-1,142.00T
LICENSE # 1067651 (A, C61/D34) DIR #1000655676					

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	DISCOUNT				
	ABT (Anchor Bolt Template)	Advanced anchor bolt template.	2	185.00	370.00T
	Professional Certified Installation of Shade Structure(s)	Professional Certified Installation of Shade Structure(s) Includes: -Unloading - Layout - Assembly of frame - Installation of fabric - Haul and dispose of spoils offsite Wage Type: Prevailing *Footings, holes for footers, site prep and concrete work to be done by Mammoth Lakes*	1	37,750.00	37,750.00

Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.

This proposal does not provide for the following:
- Service items, unless stated: receipt, inventory, loading, unloading, storage, security of equipment, or security fencing
- Site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminates that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.

Client acknowledges that Zoom Recreation is not liable for any damage to existing concrete, landscaping or other surfaces while installing and/or using heavy machinery on-site.

This proposal does not include any bonding, permits, permitting fees, 3rd party inspection fees, or other related fees.

All invoices past due 30 days are subject to a 2% late fee.

Actual structure colors may vary slightly from renderings.

A 50% deposit and signed contract are required upon approval.

SUBTOTAL	84,360.88
TAX	3,612.34
SHIPPING	5,408.00
TOTAL	\$93,381.22

Accepted By

Accepted Date

Color Options

Frames

Backed by a [5-year limited warranty](#).

Gloss



RainGuard[®] Waterproof Shade Fabric

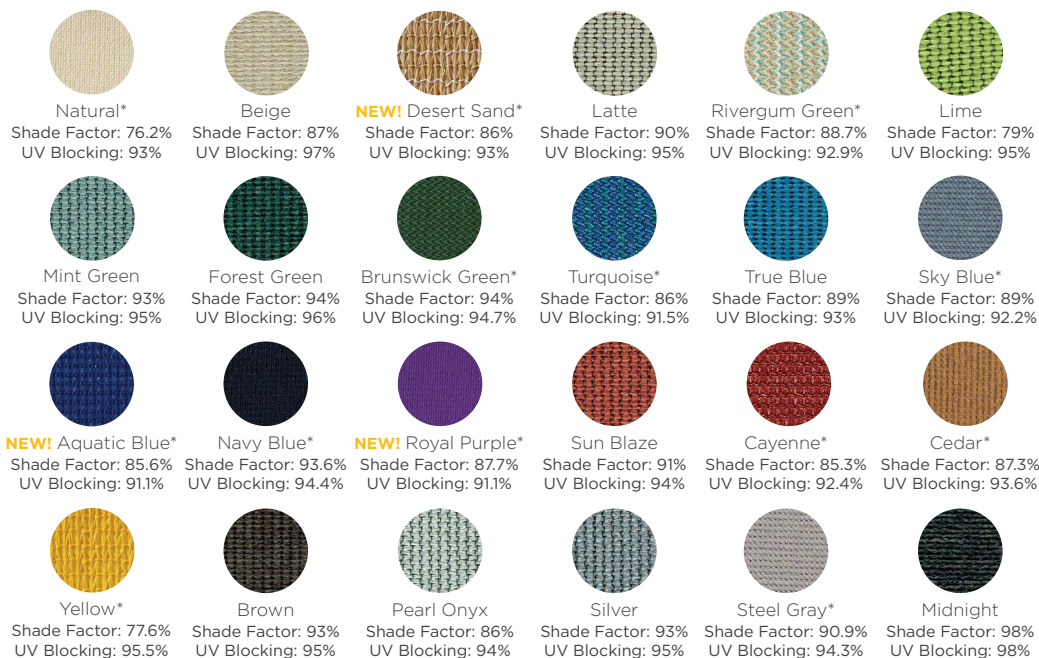
For our Single Post Waterproof Umbrella.

Backed by a [10-year limited warranty](#).



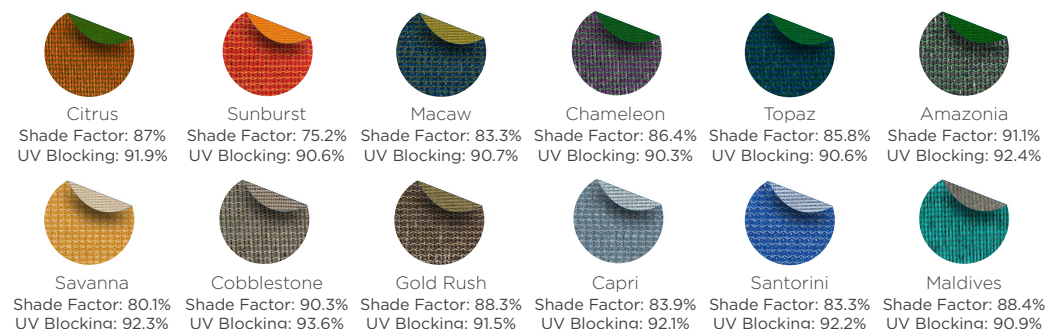
Traditional Fabric

This selection of fabric colors are California Fire Marshal certified, fire retardant, and pass the NFPA 701 or ASTM E84 tests. Colors marked with an asterisk are available as both flame retardant and non-flame retardant. Backed by a [10-year limited warranty](#).



Dual Shade Fabric

Available for an upcharge for our Hypar Umbrella, Triangle Sail, and Hyperbolic Sail. Backed by a [10-year limited warranty](#).



2 REASONS TO CHOOSE FLAME RETARDANT FABRIC

①

Helps meeting appropriate federal, state, and local building codes.

②

Permanent and reliable flame retardant properties, as opposed to fabrics treated with FR additives in a post-production application.

Material Specifications, Warranty, and Policies

Material Specifications

Fabric

- Shade fabric is made of UV stabilized cloth manufactured by Alnet Americas or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

Alnet Americas Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	363 lbf ASTM 3787 (Ball)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9' 10"
Roll Length	150'
Roll Size	63" x 16 ½"
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77°
Max. Temperature	+167°

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Rivergum Green	88.7%	92.9%
Sky Blue	89%	92.2%
Navy Blue	93.6%	94.4%
Turquoise	86%	91.5%
Yellow	77.6%	95.5%

To view a complete list of fabrics, please reference the Color Options page of our catalog by clicking [here](#).

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread - 1200 Denier or equal
- Chain stitch thread - 2400 Denier or equal

Steel Tubing

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

Superdurable Powder Coat and Primer

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60°	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtOV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

Welds

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

Sewing

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

Installation Hardware

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

Concrete

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:
 1. 28 Days Strength F'c = 2500 psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150

CONCRETE CONTINUED ON NEXT PAGE

5. Aggregate shall conform to ASTM C-33

- All reinforcement shall conform to ASTM A-615 grade 60
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80° F, the contractor may have mix accelerators and hot water added at the batch plant (see table)
- The contractor shall not pour any concrete when daily ambient temperature is below 55° F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

Footings

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

Shade Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

- | | |
|--|---|
| LW Lifetime* Warranty on stainless steel hardware | 5 5-Year Limited Warranty on powder coat |
| 20 20-Year Limited Warranty on framework | 1 1-Year Limited Warranty on cables |
| 10 10-Year Limited Warranty on fabric | 1 1-Year Limited Warranty on materials not above |

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and wind-storms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.



Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Limited Warranty: Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX® MEHATOP F 1 waterproof fabric carry a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors red and yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*



Policies

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping-policy. For any further information please call 1.800.327.8774.

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

THINGS TO AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric or fireworks near the fabric..

SLACK CABLE IN CANOPY: Canopies with loose cables can fail.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. Canopy cables that are not maintained at optimum tension will be subject to shorter lifespans and potential failures earlier than our recommend cable replacement scheduling. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down. It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape. When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

ZOOM RECREATION CONTRACT

PAYMENT TERMS: A deposit in the amount of 50% of the total cost is required with Contract Signing. Balance of Contract shall be paid upon completion. Past due invoices are subject to an annual interest rate of 18%.

EXCLUSIONS: This Contract only covers the cost of equipment, materials and services that are clearly outlined in the Scope of Work. All other equipment, materials and/or services that are not clearly outlined in this quotation are excluded. Exclusions include, but are not limited to the following:

1. Additional services, site work (demo, hauling, grading, drainage, site drains, curbing, border, sidewalks, pavement, striping, etc.), site materials, site furnishings, ADA accessible path of travel, payment and performance bond, builders risk insurance, furnishing plans, obtaining permits, dealing with inspections and/or permit agencies, engineering calculations, stamped engineered or architectural drawings, etc.
2. Inspection costs, testing and outside testing agencies, CPSI Inspection/audit/report, surfacing HIC test, survey work of any kind, fencing, swpps, barricades, traffic control, flagging, erosion control, dust control, removal of hazardous materials or contaminated soils, digging through rock and rocky soils.
3. Customer shall hire a utility locating service to mark all underground utilities prior to the start of our work, in order to minimize any damage to utilities. Modifications and/or repairs to any existing or damaged utilities as a result of this work is excluded. If owner would like us to hire a utility locating company, additional cost will be \$950. Initial here to authorize this additional service _____.
4. Customer shall be responsible for keeping traffic away from the PIP rubberized surfacing area for at least 72 hours after it is poured so that surface can cure properly.
5. Additional move-in costs, if required (only one move-in cost is included in this quote), dealing with unforeseen conditions and extra work required as a result of these conditions and anything else that is not clearly outlined in this Contract. See Exhibit A, Terms and Conditions for a description of Unforeseen Conditions.

This Contract is executed between Zoom Recreation, a California corporation and Customer (also referred to as Owner), identified in the Customer section of this Contract. Either Customer or Zoom Recreation may be referred to as Party, together as Parties. The purpose of this Contract is for Zoom Recreation to provide Customer with equipment, materials and/or services as outlined in the Scope of Work section of this Contract in exchange for the sum of money as outlined in this Contract.

By signing below, both Parties acknowledge that they are entering into a legally binding Contract, which includes Exhibit A. Customer acknowledges the receipt and review of Exhibit A (Terms and Conditions) which shall be made a part of this Contract and enforceable to the full extent allowed by law.

PROJECT NAME: _____

PROJECT ADDRESS: _____

ACCEPTED BY CUSTOMER:

Signature: _____ Signed By: _____

Date: _____

ACCEPTED BY ZOOM RECREATION:

Signature: _____ Signed By: _____

Date: _____

EXHIBIT A- TERMS AND CONDITIONS

1. **ATTORNEY FEES & EXPENSES:** In the event of any dispute under this Contract, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit, including any fees and costs incurred in preparation of such suit. If timely payments are not made by Customer and collection becomes necessary, Zoom Recreation shall be entitled to collect interest and all reasonable collection and legal costs incurred to the extent allowed by law.
2. **BUSINESS LICENSE:** If obtaining a business license becomes necessary for a city in which Zoom Recreation does not hold a current license, Zoom Recreation shall obtain the required license and Customer shall reimburse Zoom Recreation for its cost (including staff time) at cost plus 15%.
3. **CHANGE ORDERS:** Extra Work and change orders shall become part of the contract once the change order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. Change order shall describe the scope of the extra work or change, the cost to be added or subtracted from the contract and describe effects on the schedule (if applicable).
4. **DEMOLITION:** Unless other arrangements are made prior to the start of demolition, all demolition items shall be disposed of by Zoom Recreation in a manner selected by Zoom Recreation.
5. **DISCOUNTS:** Discounts (if any) provided are valid only if Customer completely fulfills his or her obligations under this Contract, including making timely payments per Payment Terms outlined in this Contract. Customer's failure to pay amounts due under this Contract in a timely fashion shall constitute forfeiture of all discounts provided under this Contract and shall increase Contract sum by the amounts of discounts provided.
6. **ENGINEERED WOOD FIBERS (EWF)** are sold in quantities of cubic yards. EWF will settle during and after installation, reducing its depth. Therefore, its depth cannot be guaranteed. Generally speaking, 18" of material settles to a compacted depth of 10"-12". EWF require maintenance and some topping off from time to time.
7. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
8. **EXPANSIVE SOILS:** Zoom Recreation shall not be responsible for undesirable effects (poor drainage, settlement, expansion, contraction, finish surface cracking, etc.) of expansive and unstable soils (clay soils, etc.). If applicable, it shall be Customer's responsibility to test soil samples and determine if the existing soil is suitable for the intended work. If applicable, expansive soils shall be removed at Customer's cost.

9. **FINAL INSPECTION:** Customer shall perform a final inspection of the project while Zoom Recreation and its agents are still on site and shall report any concerns to Zoom Recreation at that time so that valid concerns can be corrected right away to avoid delays and additional trips to the job site.
10. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the domestic laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Arizona.
11. **LABOR RATES:** Unless otherwise noted in writing, all labor rates are Non-Prevailing Wage Rates.
12. **LIABILITY LIMIT:** Zoom Recreation's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with or resulting from this Contract, or from the performance or breach thereof, or from the manufacture, sale, delivery, installation, resale, repair or use of any products covered by or furnished under this Contract, shall in no case exceed the price of the products or parts thereof which gives rise to this claim. In no event shall Zoom Recreation be liable for special, incidental or consequential damages, or for damages in the nature of penalties.
13. **LEAD TIME:** Unless otherwise noted, lead time for delivery of equipment is approximately 8-12 weeks AFTER receipt of a signed Contract, deposit and color selection from the Customer. Lead time does not include time needed for shipping, site work and installation. Lead time may vary for different projects, depending on size and Scope of Work.
14. **MAINTENANCE:** Customer shall be responsible for maintenance and upkeep of all acquired items associated with this Contract, after completion, including but not limited to maintenance of equipment, materials, surfacing, drainage system, etc.
15. **NOTICES:** All notices required by this Agreement shall be in writing and be delivered via United States Certified Mail, addressed to the party to whom such notices are directed. Either party may change its address for notices hereunder by giving notice to the other party in the same manner as provided herein.
16. **OWNERSHIP:** Once equipment and materials are delivered to the Customer's premises, it is considered delivered and Customer shall become responsible for its security. All costs associated with replacement of vandalized and/or stolen equipment, materials shall be Customer's responsibility. Customer shall take necessary steps to secure site and protect the work under progress, including keeping traffic away from the equipment under construction and protect finished surfaces (concrete, PIP surfacing, etc.) for a minimum of 24 hours after pour.

17. **OPTIONS, ADDITIONAL SERVICES:** Equipment, materials and services listed under Options or Additional Services are not included in the Scope of Work (cost is extra). If Customer chooses to add any of these items, Customer shall notify Zoom Recreation in writing as soon as possible and prior to the ordering of equipment so that Contract can be modified to incorporate the added items. Once equipment and materials are ordered, it may be too late to make any changes, without incurring additional costs.
18. **PAYMENT TERMS:** All payments are due per Contract's Payment Terms. Past due balances are subject to an annual interest rate of 18%, or the maximum allowed by law, whichever is greatest. If payments are not received on time and collection becomes necessary, aside from adding interest, Zoom Recreation shall be entitled to collection costs incurred plus attorneys' fees & expenses to the full extent allowed by the applicable laws.
19. **PERMITS:** Unless otherwise noted in writing, obtaining permits are excluded from this Contract and shall be the Customer's responsibility. Prior to the award of this Contract, Customer shall perform his, her own due diligence and determine if a permit is required and advise Zoom Recreation in writing accordingly. If required, Customer shall obtain all required permits and licenses and pay all applicable fees. Unless otherwise noted or agreed upon in writing, if Zoom Recreation is instructed to obtain a permit, all associated costs shall be extra, billed at cost plus 20%.
20. **PROTECTION OF EXISTING PLAYGROUND SURFACING:** Site at some playground renovation projects may contain existing playground safety surfacing that may be either sand, engineered wood fibers, rubber tiles, PIP rubberized surfacing or a combination of these items that may need to be protected while new improvements are made. Unless otherwise noted in our Contract, Customer shall remove and stock pile filter fabric, sand and engineered wood fibers out of the way prior to the start of work to minimize its contamination during construction and shall be responsible to place it back after completion of our work. Customer acknowledges that some damage to the existing rubber tiles or PIP rubberized surfacing may occur due to our work and the use of machinery, regardless of various protection methods used. Customer shall be responsible for the cost of its repair or replacement, if damage occurs.
21. **REPAIRS:** If any part of the project requires repairs (during or after completion) and becomes a safety concern, Customer shall close site immediately and properly barricade the site until repairs are made.
22. **RETURNS:** Equipment, materials associated with this Contract are highly customized and shall be considered Non-Returnable. Once the Contract is signed and equipment, materials and services are ordered, it cannot be cancelled. No Returns or Substitutions are permitted under this Contract, unless agreed to in writing by Zoom Recreation. If Zoom Recreation agrees to a change involving a reduction in the Scope of Work or the Contract Sum after the award of Contract, Zoom Recreation shall be entitled to charge Customer a fee in the range of 30% (as determined by Zoom Recreation) of the cost of items deleted for the time and effort put forth into processing those items. Additionally, any discounts (if any), associated with the deleted items shall be reversed.

23. **SEVERABILITY:** Any term or provision of this Contract that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

24. **SHADE STRUCTURES:** Shade structures, shade sails, umbrellas, shelters and canopies (hereafter referred to as Shade Structures) included in the Scope of Work (if any) are non-engineered (no calculations or engineering drawings are provided), non-structural (not rated for fire, wind or earthquakes), unless otherwise noted in writing. Non-engineered, non-structural Shade Structures are considered temporary structures and will not be suitable for installation at locations that require obtaining a building permit. It shall be Customer's responsibility to determine if a building permit is required for these Shade Structures and communicate same with Zoom Recreation in writing, prior to executing this Contract so that Shade Structures can be designed, fabricated and priced accordingly for the structural upgrades needed for engineered structures so that a building permit can be obtained by others. Unless otherwise noted, if Zoom Recreation is instructed to obtain a permit, all associated costs shall be extra at the rate of \$120/hour, plus all necessary and applicable costs.

25. **SITE WORK:** Site work includes all work that is needed to prepare the site for the installation of equipment and materials. Site work includes, but is not limited to demo, hauling, grading, installation of site materials/sub-base/ drainage/ curbing/ sidewalks/etc. and creating sufficient space to accommodate the Use Zone of the equipment. If site work is excluded from the Scope of Work:

- A. Customer shall prepare site so that it is ready for Zoom Recreation to move in.
- B. It shall be Customer's responsibility to coordinate site requirements with Zoom Recreation and provide the proper rough grade elevation in order to have the site ready for installation.
- C. If site is determined to not be ready upon move-in by Zoom Recreation and additional move-ins become necessary, a \$1,500 - \$2,000 extra move-in charge shall apply for each additional move-in and Customer shall become responsible for the safety of the site and for the safekeeping of the equipment and materials that are delivered to the job site until Zoom Recreation is able to return and re-start installation.

Some damage to the existing grounds and landscaping shall be expected due to Zoom Recreation's operations. Unless otherwise noted in writing, repairs to the existing underground utilities, landscaping and irrigation system are excluded from Zoom Recreation's scope of work and shall be Customer's responsibility. Zoom Recreation's liability for cleaning marks (tire marks, etc.) on pavement shall be limited to power washing.

26. **SLAB:** All concrete slabs associated with the Scope of Work (if any), shall be 4" nominal (3 1/2" thick) without any reinforcement, unless otherwise noted.

27. **SUCCESSION & ASSIGNMENT:** This Contract shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. A Party may not assign either this Contract or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party. Customer shall not assign this Contract to any third-party implementation agencies such as property management companies, contract compliance agencies, etc. without the prior written consent of Zoom Recreation.
28. **SUB-CONTRACTORS:** Zoom Recreation reserves the right to use subcontractors to perform labor without prior consent from the Customer as long as subcontractors used are licensed and insured.
29. **TERMINATION:** This Contract shall not be terminated by either party without material cause. Zoom Recreation may terminate this Contract with Customer for lack of payment and for other material breach, if not cured within 10 days of receipt of a written notice to Customer. If this Contract is terminated by any party for any reason, Customer shall remain fully liable for the cost of equipment and materials ordered, administrative and other time spent on the project and for services rendered to the full extent allowed by law.
30. **UNFORESEEN CONDITIONS:** Unforeseen conditions include, but are not limited to, having to deal with, modify or repair underground utilities (water, sewer, gas, electricity, irrigation lines & wiring, data, phone, drainage lines, etc.) found during excavation. Unforeseen Conditions shall also include having to excavate or remove boulders, rocks, rocky soil, etc. that cannot be cored through with a standard Bobcat, augur or excavated with a shovel and requires the use of a jack hammer or other means. Other examples of Unforeseen Conditions include unexpected items found during excavation that were not obvious or not disclosed by Customer, such as existing footings, curbing, border, pavement, tree roots, etc. found during the excavation for new footings, unless removal of these items was clearly noted in the Scope of Work. Finally, Unforeseen Conditions shall include any factors and/or conditions that adversely affect the cost of the project which were not disclosed by Customer in writing prior to the signing of this Contract. Cost of dealing with unforeseen conditions shall become extra and shall be added to the Contract sum at the rate of Zoom Recreation's cost plus 20%. Customer shall indemnify Zoom Recreation from any liability associated with damage to underground utilities due to Unforeseen Conditions.
31. **UTILITIES:** Utilities include but are not limited to water, sewer, gas, electricity, irrigation lines & wiring, data, phone, drainage lines, etc. To minimize damage to utilities, Customer shall mark, cap or relocate all underground utilities that are located within the work area, prior to the start of work. Zoom Recreation and its subcontractors shall do their best to minimize damage to underground utilities that are identified by the Customer prior to the start of construction. However, should unintended damage occur due to site operations, repairs or relocation of underground utilities shall be excluded from the scope of our work. If utilities are damaged, Customer shall repair, replace or relocate them at Customer's cost as soon as possible to minimize delays. At Customer's request,

repairs may be made to damaged utilities by Zoom Recreation or its subcontractors at an additional cost of actual cost plus 20%.

32. **UTILITY LOCATING SERVICE:** For projects requiring excavation, prior to the start of work, Customer shall either clearly mark underground utilities and their depth, hire a utility locating service to locate them or authorize Zoom Recreation to hire a utility locating service to do so. Locating underground utilities is not an exact science and sometimes they are missed by utility locating companies or locations are not accurate, leading to unintended damage during excavation. Also, PVC or plastic pipes cannot be detected by these companies. Therefore, some potential damage to utilities should be expected. If utilities are damaged, Customer shall hold Zoom Recreation, its subcontractors, employees and officers harmless as it relates to any potential damages or liabilities. If underground utilities are damaged, regardless of whether a utility locating service was hired or not, Customer shall be responsible for the cost of their repair, replacement or relocation.
33. **WARRANTY:** Equipment warranties are provided by equipment manufacturers and not by Zoom Recreation. Material warranties are provided by the supplier of materials and not by Zoom Recreation. When available, Zoom Recreation shall provide copies of equipment and material warranties to Customer upon request. Zoom Recreation shall warrant all Labor provided in the Scope of Work for a period of one year from the date of completion.