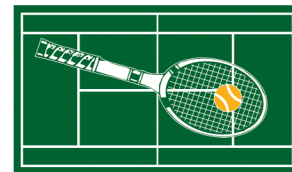


Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts



Construction - Resurfacing - Lighting - Accessories

USTA - USPTA
ASBA - TIY

TENNIS COURT CANOPY INSTALLATION PROPOSAL

Welch Tennis Courts, Inc. (hereinafter referred to as the "Contractor") proposes to furnish the labor, materials, equipment, and services necessary to install one (1) tennis court canopy at Cory Lake Isles in Tampa, Florida. In accordance with, and subject to, the terms, conditions and specifications set forth below, the construction work is referred to in this proposal as the "Project." The Owner shall be responsible for all permit and engineering fees and related acquisition costs.

1. **SCOPE OF WORK:** The Contractor shall provide and install one (1) two-post canopy measuring 8 feet by 16 feet. The canopy shall be installed between two tennis courts. A five (5) gallon Igloo cooler and rack shall be provided and installed.

2. **CONTRACT PRICE:** The Contractor shall complete the work described above for the following contract price: **\$7,200.00**

3. **PAYMENT TERMS:** A 50% down payment, which is due upon acceptance and signing of this proposal/contract, is required in order to schedule the Project. A final 50% payment shall be due upon completion of the entire Project. **NOTE:** Payment of Contractor's invoices is due upon receipt of the invoice by Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Any payments based on AIA schedules will accrue interest from AIA payment due date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

4. **ESCALATION CLAUSE:** If, for any reason, construction of the work contemplated by this agreement does not begin within sixty (60) days from the date this proposal is accepted or signed by the Owner, or if there is a significant price increase in the cost of materials, equipment or energy, through no fault of the Contractor, the contract price(s) specified herein, the time for completion, and any other contract requirements impacted by such price increases or delays in commencement of the work, will be adjusted by written change order modifying this proposal/contract. A price change shall be deemed to be 'significant' if the price of any material, equipment, or unit of energy increases by 5% or more between the date that this proposal/contract is accepted by the Owner and the date that the work under this contract is commenced.

5. **BUILDING REQUIREMENTS.** The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight in excess of twenty tons; provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (for example; damage to sod, landscaping, sprinkler lines, pavement access, etc.).

6. **WARRANTY:** Welch Tennis Courts, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable).

7. BINDING CONTRACT: This agreement and all of its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs and successors assigns of either party.

8. ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE: In the event that a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the Court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. In the event that any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance(s) due and owing by Owner under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.

9. TIME FOR ACCEPTANCE OF PROPOSAL: This proposal and the prices set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.

10. ENTIRE AGREEMENT/CHANGES TO AGREEMENT: This proposal, once accepted by Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement.

SALES REPRESENTATIVE

Kevin Timmons

ACCEPTED BY:

_____(OWNER) DATE:_____

Type/Print Name & Title

Accepted and Approved By:

WELCH TENNIS COURTS, INC.

George Todd III – Sr. Estimator DATE:_____