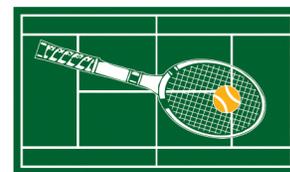


# Welch Tennis Courts, Inc.

*World's Largest Builder of Fast Dry Courts*



*Construction - Resurfacing - Lighting - Accessories*

USTA - USPTA  
ASBA - TIY

## **HOCKEY-RINK NETTING PROPOSAL**

Welch Tennis Courts, Inc. (hereinafter referred to as the "Contractor") proposes to furnish the labor, materials, equipment, and services necessary to install netting one (1) Hockey-Rink at: Corey 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."

**1. CONSTRUCTION REQUIREMENTS:** The Owner shall be responsible for assuring that the work described in this proposal complies with all applicable zoning requirements, and deed restrictions, and shall be solely responsible for the suitability of the project site and the constructability of the Project upon the property.

The Owner shall be responsible for all permit and engineering fees and related acquisition costs, if any. The Owner shall be responsible for providing the contractor an onsite dumpster during construction.

The Contractor shall provide the required contractor licensing to construct the Project, along with general liability and workers' compensation insurance. If a waiver of subrogation is required by the Owner, an additional charge of \$250.00 will be added to the contract price. If the Owner requires payment and performance bonds, or insurance in excess of the limits of liability coverage usually carried by the Contractor, such additional coverage and bonding will be provided to the Owner at the Contractor's cost.

**2. SCOPE OF WORK:** The Contractor shall install approximately 150 lineal feet of four (4) foot high black twisted nylon netting with one and one-half (1½) inch squares and rope border. The netting shall be placed above existing fencing at each end of the hockey rink.

**3. CONTRACT PRICE:** The Contractor shall complete the work described above for the following contract price:

**NETTING: \$5,570.00**

**4. 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 contract.

**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 max.) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

**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.).

The Owner shall notify, locate and mark for the Contractor, prior to construction, any water, sewer, electrical or other conduits, which are located at the rink beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the course of construction.

The Owner shall provide an onsite dumpster for the Contractors use during construction. In the event the Owner is unable to or would like for the Contractor to provide the dumpster, the Contractor shall coordinate the delivery of a

construction dumpster for the jobsite. The costs for the dumpster, including but not limited to pick-up, delivery, monthly/weekly fees, and dump charges, shall be the responsibility of the Owner.

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 charge 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 Owners 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: \_\_\_\_\_

ADDENDUM #1

This addendum shall become part of the contract documents and shall supersede any verbal or written agreements between Welch Tennis Courts, Inc. and the Owner. Modification of this addendum shall only occur by an executed Change Order.

Project Information Sheet

Customer Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Primary Contact:

Accts Payable Contact:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Number: \_\_\_\_\_

Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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Color Selection table with columns: Green, Black, N/A, Other. Rows: Lighting, Fencing, Cabana Frames, Cabana Canvas, Windscreens, Net Posts.

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Hard Court Contracts Only

Standard Colors:

Premium Court Colors\*:

Exterior Color

Interior Color

Exterior Color

Interior Color

- Adobe Tan, Forest Green, Olympic Blue, Spring Green, Stone Gray, Summer Red, Winter Green

- Adobe Tan, Forest Green, Olympic Blue, Spring Green, Stone Gray, Summer Red, Winter Green

- Royal Blue, Tour Purple, US Open Blue, US Open Green

\*Additional cost may apply if premium colors are not specified in the contract.

By signing below the Owner is authorizing Welch Tennis Courts, Inc. to proceed with the selections above and is agreeing that all information is accurate and true. Any changes to the above selections need to be approved through a Change Order.

(Signature)

(Date)

(Print Name)