

Town of Sudbury

Community Preservation Committee

cpc@sudbury.ma.us

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387
Fax: 978-639-3314
www.sudbury.ma.us/cpc

PROJECT SUBMISSION FORM

Applicant:

Submission Date:

Group or Committee Affiliation (if any):

Applicant Address:

Purpose (please select all that apply):

☐ Open Space & Recreation

☐ Community Housing

☐ Historic Resource

Applicant Email & Phone Number:

Project Manager Email & Phone Number:

Project Name:

Project Description:

Costs:

Fiscal Year	Total Project Cost	CPC Funds Requested	Other Funding Sources (Amount and Source)
2022			
2023			
2024			
2025			
2026			
Total			

How does this project meet the General Criteria and Category Specific Criteria for Community Preservation Committee projects (see attached)?

Does this project fall within the jurisdiction or interest of other Town Boards, Committees, Commissions, or Departments? If so, please list the boards, committees, commissions, or departments, whether applications and/or presentations have been made, and what input or recommendations have been given.

For Community Preservation Committee Use:

Form Received On: _____

Project Presented to CPC On: _____

Reviewed By: _____

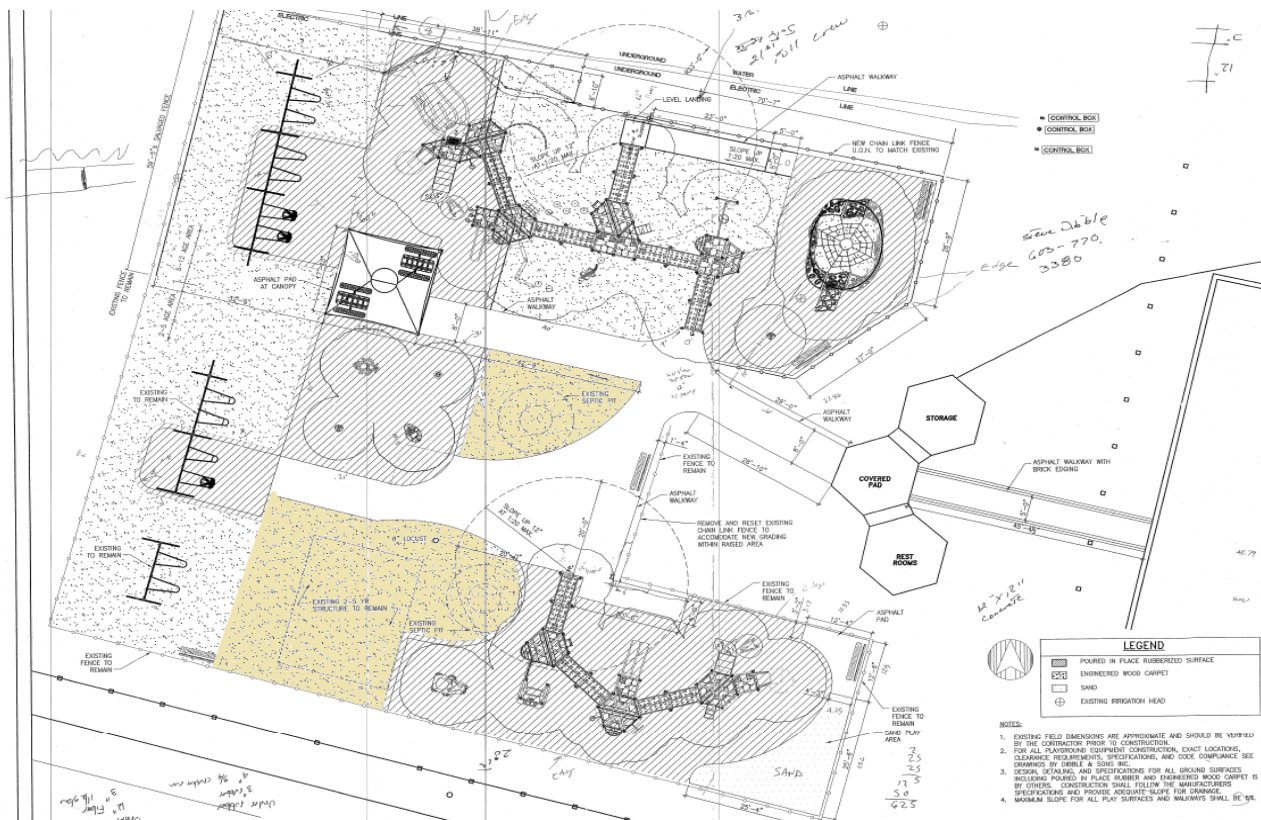
Determination: _____

SMILE Playground Surface Improvements

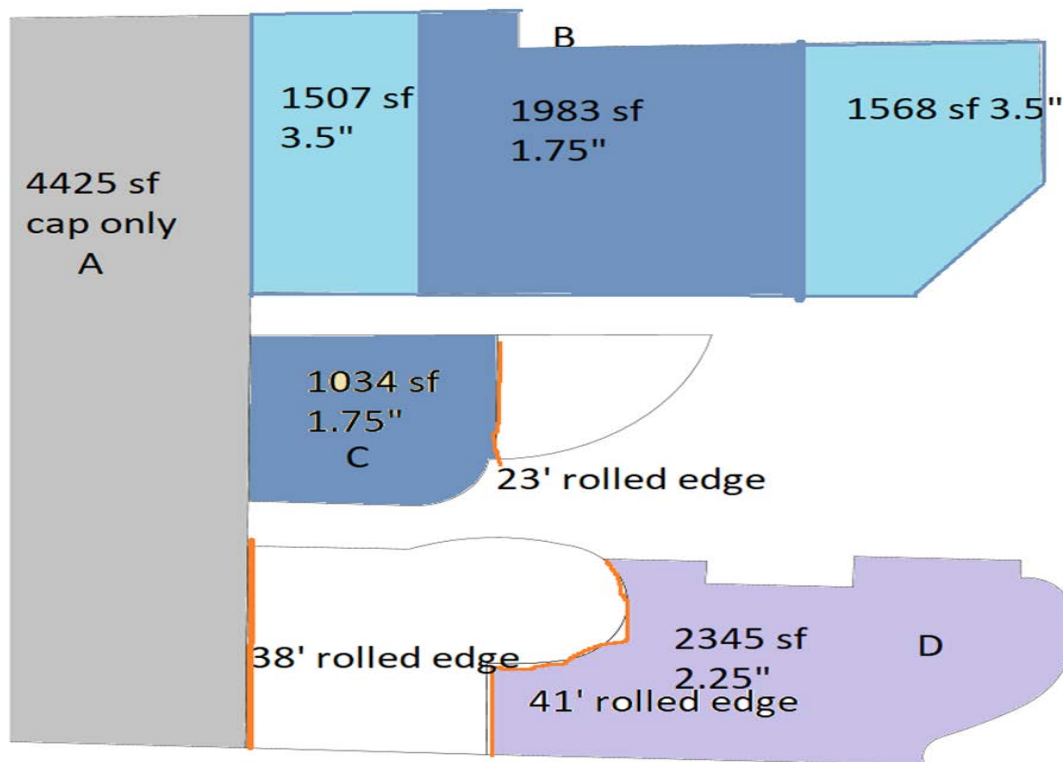
Statement of need:

The SMILE playground is the most heavily-used public playground in Sudbury and is used all seasons of the year. Positions of the poured-in place (PIP) rubberized surface need to be replaced due to age and subsurface root intrusion. Tree roots are causing the surface of the PIP to undulate. This undulation is a tripping concern for all users and spectators of the playground.

There remains an area within the playground contain wood safety fiber material. These wood chips do not meet the requirements for full accessibility—they impede wheelchair movements the chips leave an uneven surface which requires constant raking-out. This area must remain as they are need for underground clean outs. These areas are not in high traffic areas anymore. Continual maintenances of the wood chips are required because the chips either migrate out onto the PIP or they compact over time and the chips need be raked and refilled. The current PIP has ripped and cracked and had been pushed up by the roots of the large tree in the park. This tree will be taken down along with the street along the parking lot which has caused the PIP to crack, and be pushed up which causes a tripping hazard at the playground.



These uneven surfaces do not allow for wheel chair to move easily throughout the playground.



Community Preservation Committee General Criteria

- Eligibility for Community Preservation Act (CPA) funding

This project is eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation. The SMILE Playground Surface Improvement project meets the Recreation category of CPA eligibility since it is rehabilitating the surface of an outdoor recreational facility on property dedicated to outdoor activity. The SMILE Playground supports recreational use, serves the general public (available to all residents), and expands the use to allow all access to all area of the playground without tripping hazards.

- Endorsements by other municipal boards or departments

The SMILE Playground Surface Improvements projects is endorsed by the following Municipal Bards, Committees and Departments:

- o Parks & Recreation Committee

- o Parks & Recreation Department
 - o Public Works Department
 - o Parks and Grounds Department
- Saves resources that would otherwise be threatened and/or serve a currently under-served population

As of March 2011, play areas need to be compliant with Americans with Disabilities ACT (ADA) standards. Improvements to the SMILE playground Surface includes removal and replacement of the aged PIP that has cracked been up rooted by trees as well as removal of the additional wood fiber material and replacement with PIP rubber meeting the current ADA and MAAB (Massachusetts Architectural Access Board) standards. This project will enhance the SMILE playground by bringing the surfaces up to current standards and allowing full participation on the playground for all children with disabilities.

- Either serve more than one CPA purpose (especially in linking open space, recreation and community housing) or demonstrate why serving multiple needs is not feasible.

The SMILE playground Surface Improvements project serves the Recreation purpose and open space as Haskell field is right next to the SMILE playground which is used by many families using the fields for walks, biking or playing sports.

- **Demonstrate practicality, Feasibility, urgency**

The Existing PIP surface of the SMLE playground is aging. These surfaces have a lifespan of approximately 10-12 years. The PIP surface at SMILE is experiencing intrusion of roots in the base layer. This is causing the surface of the PIP to rise directly above the roots resulting in an undulation in the PIP surface. Additionally, there is an area of the playground which currently has wood fiber material (wood chips) as a surface treatment. The wood chips do not meet the current ADA and MAAB standards, therefore it is being proposed to be replaced with PIP. Replacing up to current standards. These improvements are necessary.

- **Demonstrate that the project can be implemented expeditiously and within budget.**

Funding at the May 2021 ATM (FY2022 funds available July 1 2021 will enable the project to be bid during 2021-2022 winter season with an

anticipated construction commencement early Spring 2022. The current amount requested is the result of a vendor quote who has completed work on the school playgrounds in town. We have collaborated with DPW for site work and tree work as well. This site work would total \$12,163 for dumpers, 44 tons disposal of material and tree work. Cost of PIP is \$162,875 funded by CPC. The last \$24,962 for a shade structure and equipment replacement may come from SMILE grants and fundraising. For a grand total of \$200,000.

- **Demonstrate that project alternatives and alternative funding mechanisms, have been fully explored.**

Alternatives may include patching the various areas impacted by the tree root system but this have failed as the roots are still there and the patch work just leads to more of a tripping hazard as the surfaces become uneven.

- **Produce an advantageous cost/benefit value**

The cost of injuries caused by an aging, deteriorating surface as well as the overall accessibility of this very popular and well-used public playground in Sudbury far outweighs the cost of this project.

- **Leverage additional public and/or private value**

Due to the nature of the PIP surface, this is a re-occurring maintenance project. This is not a project that should be funded through donations or fundraising.

- **Preserve or utilize currently owned town assets**

This playground currently is used by all residents. It is the most popular and highly used public playground in the town. This project is a request to maintain the existing playground, while improving aspects of it and ensuring the safety of all its users.











PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: E0010200152

Bill To:

CHRIS FELT
SUDBURY PARKS AND RECREATION
40 FAIRBANK ROAD
Sudbury, MA 01776
978-375-7925 (phone)
FeltC@sudbury.ma.us

Project Name & Location:

Prepared by:

Jason Corbett

New England Direct Territory
Manager- PPLT
Peabody, MA 01960
(617)605-1980 (phone)
Jason.Corbett@PlayPower.com

Ship To Address:

CHRIS FELT
SUDBURY PARKS & RECREATION
503 FAIRBANK ROAD
Sudbury, MA 01776
978-375-7925 (phone) /

End User:

Quote Number: E0010200152
Quote Date: 8/12/2020
Valid For: 30 Days From Quote Date

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
600000009	Install Demo and dispose of old pip in owner's dumpsters. Supply / compact dense grade to meet current grade. Includes 2 mobilizations for owner to come in and remove roots/trees as needed.	1	0.00	0.00	32,500.00	32,500.00
999999999	Poured in Place Supply and install pip 12,964 sf 4,425 sf cap only under swings 3078 @ 1.75" 2386 sf @ 2.35" 3075 sf @ 3.5" Standard colors only- standard colors are 50% black, and 50% red, blue, green or tan including "SMILE" lettering & templates by No Fault Based on ASTM standards for HIC and Gmax at time of quote. Supply and install only, does not include site prep, borders, subgrade, supervision after install or any post install testing. Does not include hopscotch or rubber tiles. Owner to supply access to dumpster during install.	1	0.00	0.00	130,375.00	130,375.00

Totals:

Equipment Weight: 0.00 lbs
Equipment Volume: 0.00 ft³
Equipment List: \$0.00
Discount Amount: -\$0.00
Products Subtotal: \$0.00

Products by Other: \$162,875.00
Installation: \$0.00
Estimated Sales Tax*: \$0.00
Freight: \$0.00 Code: Needed
Grand Total: \$162,875.00

Make Purchase Orders Out To:
PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:
PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains NaN% recycled content
This playground qualifies for 2 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: E0010200187

Project: E0010_44090356622_02

Bill To:

CHRIS FELT
SUDBURY PARKS AND RECREATION
40 FAIRBANK ROAD
Sudbury, MA 01776
978-375-7925 (phone)
FeltC@sudbury.ma.us

Project Name & Location:

Prepared by:

Jason Corbett

New England Direct Territory
Manager- PPLT
Peabody, MA 01960
(617) 605-1980 (phone)
Jason.Corbett@PlayPower.com

Ship To Address:

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503 FAIRBANK ROAD
Sudbury, MA 01776
978-375-7925 (phone)

End User:

Quote Number: E0010200187
Quote Date: 9/16/2020
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidBuilders
Age group: 5-12

Global defaults

PlayShade Fabric Color
PlayShade Post Color

Royal Blue Std Fabric
BLUE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
LTPSP044	PLAY SHADE PYRAMID 30X30X10 PIH	1	1,260.00	15.14	6,345.00	6,345.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
600000009	Install All Prep by other. Owner to supply access to water and dumpster during time of install. Spoils to remain onsite.	1	0.00	0.00	4,500.00	4,500.00

Totals:

Equipment Weight:	1,260.00 lbs
Equipment Volume:	15.14 ft ³
Equipment List:	\$6,345.00
Discount Amount:	-\$0.00
Products Subtotal:	\$6,345.00
Products by Other:	\$4,500.00
Installation:	\$0.00
Estimated Sales Tax*:	\$0.00
Freight:	\$1,400.00 Code: Needed
Grand Total:	\$12,245.00

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

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PO Box 734155
Dallas, TX 75373-4155

NOTE:

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Submitted By

Printed Name and Title

Date

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By: _____

Date: _____

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to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: E0010200186

Project: E0010_44090356622_01

Bill To:

CHRIS FELT
SUDBURY PARKS AND RECREATION
40 FAIRBANK ROAD
Sudbury, MA 01776
978-375-7925 (phone)
FeltC@sudbury.ma.us

Project Name & Location:**Prepared by:**

Jason Corbett

New England Direct Territory
Manager- PPLT
Peabody, MA 01960
(617) 605-1980 (phone)
Jason.Corbett@PlayPower.com

Ship To Address:

CHRIS FELT
SUDBURY PARKS & RECREATION
503 FAIRBANK ROAD
Sudbury, MA 01776
978-375-7925 (phone)

End User:

SMILE equipment

Quote Number: E0010200186
Quote Date: 9/16/2020
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidBuilders
Age group: 5-12

Global defaults

Game Table Ground Cover	Buried
Game Table Post Color	RED
Game Table Seat Color	BLUE
Game Table Top Color	BLUE
Rev Spin Body	FOREST GREEN
Rev Spin Handle	RED

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200202305	FREESTANDING GAME TABLE	2	45.00	20.00	1,328.00	2,656.00
200203413	REVOLUTION INCLUSIVE SPINNER	1	1,000.00	400.00	4,607.00	4,607.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	1	385.00	0.00	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	1	0.00	0.00	4.00	4.00
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
600000009	Install All Prep by other. Owner to supply access to water and dumpster during time of install. Spoils to remain onsite.	1	0.00	0.00	4,000.00	4,000.00

Totals:

Equipment Weight:	1,475.00 lbs
Equipment Volume:	440.00 ft ³
Equipment List:	\$7,267.00
Discount Amount:	-\$0.00
Products Subtotal:	\$7,267.00
Products by Other:	\$4,000.00
Installation:	\$0.00
Estimated Sales Tax*:	\$0.00
Freight:	\$1,450.00 Code: Needed
Grand Total:	\$12,717.00

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless

notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.