



January 30, 2023

Attn: Ryan Andrews
Feather Sound
205 Feather Sound Drive
Clearwater, FL 33762

Dear Ryan,

Thank you for expressing interest in having CourtCo construct your pickleball courts.

Here at CourtCo, we believe that the key to successful business is delivering our customers exceptional service, excellent communication during all aspects of the project, and unparalleled quality with attention to detail. We take our commitment to quality seriously and back this up with a two-year warranty on all our projects where recommendations are followed.

We consistently strive to be on the cutting edge of court building and attend tradeshow and educational events annually so we can be a resource for our clients and guarantee our expertise. Our decades of experience in asphalt, concrete, court maintenance, and the construction field mean you will always receive knowledgeable answers from any of our team.

We have been installing and maintaining courts across the country for 45 years so there is a good chance one of our courts is just around the corner from you. Our firm has a long list of satisfied customers ranging from Disney, to HOA's, schools, and professional athletes.

Please don't hesitate to reach out with any questions or comments and for more detailed information on our services, please visit our web page at www.courtconational.com.

We thank you for the opportunity to earn your business and look forward to working with you.

Sincerely,

Adam Jenne

Adam Jenne
CourtCo, LLC.



PROPOSAL/AGREEMENT

January 30, 2023

CUSTOMER

Feather Sound
205 Feather Sound Drive
Clearwater, FL 33762

Agreement made between CourtCo, LLC., hereinafter called the Contractor, and Feather Sound, hereinafter called the Customer, for the construction of your two pickleball courts with respect to the following terms and specifications:

PERMITTING: If necessary

The Customer will provide the Contractor with documents necessary to acquire permit (survey etc.).

The Contractor will pull necessary permits and pass on cost of a Permit Expeditor plus a 15% admin fee.

The Contractor will bill all permit fees as actual.

This proposal does not include cost of shop drawings, inspection fees or impact fees, which if required; will be billed as actual.

PAVING for HARD COURT: 2 courts measuring approximately 64' x 64'

The Contractor will excavate and remove dirt as necessary and move to Customer's dumpster or designated area.

Note: Disposal prices vary wildly across the state. CourtCo can provide a dumpster and pass on expense to the Customer. Initial _____

Note: The Contractor may encounter debris that is unseen and necessary for removal that will be subject to change order.

The Contractor will supply and install 6" of lime rock or crushed concrete compacted to approximately 4".

The Contractor will provide a report by an independent third-party attesting to achieving desired density (98%) of base rock.

The Contractor will supply and install SIII D.O.T. approved hot mix asphalt compacted to 1".

Note: SIII D.O.T. asphalt can contain up to 50% RAP (Recycled Asphalt Product). Alternatives are listed below for an upgrade.

COURT PREPARATION

The Contractor will pressure clean and power blow court as necessary to remove loose dirt, mildew, and oil.

The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight and grind down any ridges as necessary.

Note: Court must have a minimum of 1% slope in one plane to guarantee removal of water.

The Contractor will supply and install concrete footers measuring 2' x 2' x 3' with pvc sleeves for net posts.

SURFACING OF PICKLEBALL COURTS

The Contractor will apply (2) Coats of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), to provide in-depth color over court surface.

Inner Court Color: _____ Outer Court Color: _____ Kitchen Color: _____

(Colors may be selected by visiting <https://tennispaint.com/court-designer/>)

The Contractor will accurately locate, mark, and paint two-inch-wide playing lines in accordance with U.S.A.P.A. regulations using white, textured, paint.

The Contractor will supply and install 2-7/8" Classic Posts with integral lacing bars and external net winder.

The Contractor will supply and install two pickleball nets.

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

FEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of

**** FORTY-THREE THOUSAND SIXTY DOLLARS (\$ 43,060.00) ****

*All prices are in US Dollars. Prices are subject to change after thirty days. Our bid prices are based upon you providing adequate access and storage areas.



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OPTIONS – Please Initial to Accept

Soil Sterilant – Add \$ 650.00

The Contractor will install 2 applications of Pramitol 25 bare ground herbicide. Pramitol is an industrial weed killer that acts as a soil sterilant preventing plant growth for up to 1 year from application.

Please initial to order _____

6” Compacted Base – Add \$ 2,860.00

The Contractor will supply and install 6” of compacted lime rock or crushed concrete in lieu of above.

Please initial to order _____

1” Virgin Asphalt – Add \$ 1,430.00

The Contractor will supply and install 1” of compacted Virgin SIII asphalt in lieu of above.

Please initial to order _____

Cushion Pickleball Court – Add \$ 10,960.00

The Contractor will supply and install **3 Coats of a mix of 0.5-1.0mm (course) rubber granules, 2 Coats of 0-0.5mm (fine) rubber granules, and color coating as described above in “Surfacing of Pickleball Court.”**

Please initial to order _____

4’ Fencing (Perimeter) – Add \$ 11,650.00

Color _____ (Black or Green)

Please initial to order _____

The Contractor will supply and install approximately 128’ x 2” mesh x 4’ tall 9-gauge fencing with vinyl coated wire, all necessary hardware, and up to two pedestrian gates along the east and west sides of the courts. The Contractor will supply and install approximately 128’ x 2” mesh x 5’ tall 9-gauge fencing with vinyl coated wire and all necessary hardware along the north and south sides of the court. Line posts to be 2 1/2” OD and corner posts to be 3” OD. Top rail all 1 5/8” and bottom to be affixed with tension wire.

4’ Fencing (Interior) – Add \$ 3,390.00

Color _____ (Black or Green)

Please initial to order _____

The Contractor will supply and install approximately 64’ x 2” mesh x 4’ tall 9-gauge fencing with vinyl coated wire, all necessary hardware, and one pedestrian gate at center court. Line posts to be 2 1/2” OD and corner posts to be 3” OD. Top rail all 1 5/8” and bottom to be affixed with tension wire.

Douglas Posts – Add \$ 880.00

Color _____ (Black or Green)

Please initial to order _____

The Contractor will supply and install two pairs of new net posts that meet U.S.T.A. regulations with stainless steel internal wind mechanisms and integrated lacing rods.

Aluminum/Stainless Steel Posts – Add \$ 1,920.00

Please initial to order _____

The Contractor will supply and install two sets of Guardian net posts. Guardian is constructed of 3.5” OD aluminum with a stainless-steel crank and internal mechanisms.

CourtBlade® LED Lighting – Add \$ 30,760.00

Please initial to order _____

The Contractor will supply and install four 20’ poles on concrete footers with single LED CourtBlades to illuminate the court to the appropriate level. The Contractor will supply photometry map highlighting lighting levels. *Note: Price does not include permit costs, running wiring from fuse box to individual poles or upgrades to fuse box.*

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PROVISIONS

- The Customer agrees to pay a 20% deposit upon acceptance of proposal.
- The Customer agrees to pay 30% upon commencement.
- The Customer agrees to pay 30% upon installation of asphalt.
- The Customer agrees to pay 10% upon installation of fence (if applicable).
- The Customer agrees to balance upon completion of the above-proposed work.

TERMS AND CONDITIONS

The below stated terms and conditions, including those of subsequent pages of the contract are hereby accepted and agreed to. All additions or subtractions from agreed upon proposal must be submitted in writing and signed and approved by all parties. No work will be scheduled without a signed proposal and deposit. Quote does not include any engineering layout, shop drawings, testing, as-builts, permit fees, dumpster or disposal fees, or bonding unless otherwise specifically stated in scope of work. CourtCo cannot guarantee elimination of standing water or pre-existing cracks and defects. Irrigation must be turned off before, throughout the duration, and for two days after completion of the project to allow adequate application and dry time. CourtCo is not responsible for damage to irrigation, or damage caused by irrigation. CourtCo is not responsible for underground utilities, water lines, sprinklers, or electrical lines. The Customer must provide water, electricity, and all necessary hookups at no cost to the Contractor as Contractor deems necessary to perform the work. The Customer is to provide stable access to the court. CourtCo assumes no responsibility to damage to sod or surrounding areas needed to access the court. CourtCo shall thoroughly and expediently clean up all debris, materials, trash, etc., upon job completion. Clean up must be conducted on site and a wash down area is required to rinse equipment and containers. CourtCo will do its best to protect the surrounding areas, however, is not responsible for any paint residue that may remain in any wash out areas. Note: Grass on the staging area may become damaged and we are not responsible for sod replacement as it is impossible to prevent. CourtCo assumes no responsibility for any pedestrians breaking through barricaded areas, causing tracking of materials or paint, damages to cars or persons trespassing in designated areas. Client agrees to pay interest rate of 1.5% per month for past due outstanding balance. All deposits are non-refundable upon cancellation of contract by client for any reason. Due to unforeseen cost increases, CourtCo reserves the right to withdraw the proposal at any time prior to commencement of work. Certificates of insurance shall be provided upon request before the commencement of work. Additional resurfacing/maintenance mobilizations will be an additional charge of \$1,850.00 per mobilization. Additional paving/grading mobilizations will be an additional charge of \$4,850.00 per mobilization. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between CourtCo and the financially responsible company for with the work will be performed. Any deviations from the specifications and modifications of this agreement, including incidental work, reductions in work, and adjustments in price or terms, shall be set forth in writing and signed by both parties. CourtCo shall not be responsible for previous damages to court area and facilities. Property has been evaluated for damages to court area and facilities. It is further understood that CourtCo shall not be responsible for any damages or deterioration of any work, weather completed or in progress, resulting from any causes beyond CourtCo's control, including but not limited to, failure or inadequacy of any labor or materials not furnished or installed by CourtCo. Unless otherwise stated, CourtCo does not guarantee against bird baths. The Customer will have 7 days once the project is complete and invoiced to request any and all punch list items to be resolved. If a punch list is not received within 7 days, the project will be deemed acceptable. Payment will then be due in accordance with the payment terms stated in our contract. This contract supersedes any and all other contracts provided by the client. CourtCo pledges to complete each project as expeditiously as possible, but given the current economic climate, the Customer acknowledges the possibility of having additional costs passed on via change order. These costs that arise as a result of inflation, labor shortages, or rising costs of materials will be disclosed as soon as they are learned, and a change order will be issued.

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the value of the work done. No further work shall be scheduled or completed if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorney's fees and all costs of litigation from the opposing party, including appellate attorney's fees. Interest of 1-1/2% per month will be charged on accounts past due.

GUARANTEE

It is CourtCo's pledge to perform at the top of the industry standards with regard to operation and performance of machinery and/or the application of the products and services. The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes normal wear and tear, physical abuse, neglect, and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc., will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Total Price with Options: \$

Respectfully submitted by: Adam Jenne

Adam Jenne
CourtCo, LLC.

Proposal accepted by: _____

Date: _____