



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **55699**

Sales Rep: Heather Smith
 heather.smith@blissproducts.com
 C: (727) 403-7849

Tierra Verde Community Association, Inc.

Date 7/1/2021

Project (Revised 7.1.21)
 Little Tikes Play Structure
 Replacement Components

Bill To

Tierra Verde Community Association,
 Inc.
 1275 Pinellas Bayway South
 St. Petersburg, Florida 33715

Ship To

Community Association
 Playground
 1516 Pinellas Bayway S.
 Community Association
 Playground
 Tierra Verde, Florida 33715

Contact

Kelli Mathers
 Administrator
 Phone: (727) 867-9362

Approximate Ship Date

Ship Via

Terms
 Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
INS	Install	2-5yr old unit: Remove/Dispose of components being replaced. Install Deck to Deck Steps, Guardrails on arch bridge, remove/relocate elbow and double wide slide so slide exit go away from the tree 5-12yr old unit: Remove/Dispose of components being replaced. Install overhead fun wheel bar and wheel, 48" square deck, Inter-step, (5) deck clamps, (5) panel clamps, (3) hooded rail clamps, and Quantum II slide.	1	\$5,400.00	\$5,400.00
INS2	Playground Mulch	IPEMA Certified Playground Mulch, 3600sf @ 9" depth with blower truck installation	1	\$4,400.00	\$4,400.00
LTS	KidBuilders	Deck to Deck Steps Guard Rails on Bridge Inground Foot Support Mount on Elbow Slide Inground Foot Support Mount on Double Wide Slide Associated Hardware to Attach	1	\$3,460.00	\$3,460.00
LTS	5-12 yr old unit	Overhead Fun Wheel Bar and Wheel 48" Square Deck Inter-Step Deck (leading to spiral slide) (5) Deck Clamps (5) Panel Clamps (3) Hooded Rail Clamps Quantum II Slide Necessary Hardware to Attach	1	\$10,382.00	\$10,382.00

		Sub Total	\$23,642.00
		Freight	1,211.22
		Tax	0.00
Taxable Subtotal	\$18,242.00	Grand Total	\$24,853.22

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Install Conditions - Unless otherwise noted:

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.
- Bliss will call for public locates but the customer is responsible for locating and identifying all private utilities. We are not responsible for damage to unmarked lines.
- Installation requiring footers are based on normal soil conditions. Excessive rock, coral, asphalt, foundations, pipes or other obstructions will result in additional labor costs.
- If permitting is required, customer is responsible for providing site survey. Equipment delivery and installation times will not begin until permitting is approved. Permitting fees and engineering drawings not included.
- Bliss will smooth jobsite but full site restoration (such as sod) is not included. Bliss will take every care with trees, curbs, sidewalks, fences and other site obstructions but will not be responsible for damage caused by normal installation processes.
- Removal of trash and spoils is not included. Customer responsible for providing dumpster for debris and/or an area within reasonable distance to spread spoils.
- Bliss will not be held responsible for delays due to weather.
- Customer accepts all responsibility for requests that are not in compliance with ASTM, CPSC or local building codes.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

Bliss Products and Services, Inc.
Terms and Conditions Applying to the Sale of Goods and Services

Customer: Tierra Verde Community Association, Inc. **Address:** 1275 Pinellas Bayway South
St. Petersburg, Florida 33715

Date: 1 July 2021

Quote Number: 55699 **Amount:** \$24,853.22

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

B. Payment Terms

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. **TITLE, DELIVERY, AND RISK OF LOSS OF GOODS.**
Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the

common carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.

2. **DAMAGE TO GOODS IN TRANSIT.** Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

3. **PROCESS TO RETURN GOODS.** The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER

MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

I. Set-off

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier

of the Goods listed on the Customer's purchase order ("Cancellation Costs")

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____

Street name & number

City, State, Zip code

By: _____

Printed name: _____

Title: _____

TVCA Administrator

From: Heather J Smith <heather.smith@blissproducts.com>
Sent: Thursday, July 1, 2021 12:36 PM
To: TVCA Administrator
Subject: Re: Playground Replacement Parts
Attachments: Quote Revised 7.1.2021 Tierra Verde Playground.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Kelli,

Please find updated quote attached. 🌐

Have a great 4th of July holiday!

Sincerely,

Heather J. Smith
Bliss Products & Services
Central Florida Sales Representative
Direct: (727) 403-7849
www.blissproducts.com



Playgrounds ~ Shade/Shelters ~ Site furnishings ~ Outdoor Fitness ~ Safety Surfacing ~ Dog Parks ~ and More!

From: TVCA Administrator <tassn@tampabay.rr.com>
Sent: Thursday, July 1, 2021 12:15 PM
To: Heather J Smith <heather.smith@blissproducts.com>
Subject: RE: Playground Replacement Parts

Hi Heather,

Can you please update (the date) the attached Quote. We are having a meeting on July 12, 2021 to vote on repairing the playground equipment.

Best regards,

Kelli Mathers, LCAM
Administrator