

ShadePro

8690 FM 306
New Braunfels TX 78132
830-964-2114 Phone



Proposal

Date 4-Nov-19
Quote good for 45 days.

Billing Address:

Company:	City of Boerne - Kinderpark
Contact:	Donnie Bergmann
Address:	111 Water St.
City/State/Zip:	Boerne, TX 78006
Phone:	210-289-8215
Mobile Phone:	
E-mail:	dbergmann@boerne-tx.gov

Shipping Address:

Company:	City of Boerne - Kinderpark
Contact:	Donnie Bergmann
Address:	111 Water St.
City/State/Zip:	Boerne, TX 78006
Phone:	210-289-8215
Mobile Phone:	
E-mail:	dbergmann@boerne-tx.gov

Qty	Size	Hgt	Structure Type	Style	Netting	P/C Color	Unit Price	Total
1	29x40	Varying Heights	4-Post	Sail	TBD	TBD	The Big Slide Area	\$ 19,779.00

* Includes Delivery & Installation

Sub Total	\$ 19,779.00
Sales Tax	TAX EXEMPT
Total	\$ 19,779.00
Amount Due Now	
Upon Completion	

Method of Payment

<input type="checkbox"/> Check	Number	Amount Collected
<input type="checkbox"/> Credit Card	Number:	Exp Date:
	Name on Card:	Security Code

When a check is provided as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Privacy Act Statement required by 5 U.S.C. 552a(e)(3) as governed by the rules of the NACHA. If you wish to opt out of check conversion notify on this document and return with payment.

Kyle Cocomise
ShadePro Representative

X

Accepted By

4-Nov-19
Date

Date

ShadePro L.L.C, 8690 FM 306 New Braunfels TX 78132 (the "company") hereby agrees as follows:

1. **Service.** The company will provide freight, labor, and materials to the property located at the installation address in accordance to the terms and conditions of this agreement.
2. **Warranty.** During the term of the warranty, the Company will provide service to the customer when deemed necessary, provided that the Customer's account with the Company is current and/or paid in full. The limited warranty stated in this section is given in lieu of any other guarantee or warranty, whether expressed or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.
3. **Terms.** The parties agree that the initial term of this agreement will be a 75% deposit upon signing of the contract, with the remaining balance due upon completion of installation. Purchase orders must be approved by the ShadePro corporate office. Maximum terms on approved purchase orders shall not exceed 30 days. Invoices 30 days past due will be charged interest of 1.5 % per month. All sales are final. No refunds or returns.
4. **Access to property.** Customer hereby grants the Company's service technicians and installation crew's access to the property for the purpose of a complete installation. If the customer is unavailable to provide an installer access to the property at any certain time, the customer must notify the company upon signing of the contract.
5. **Disclaimers and Limitation of Liability.** The company will not be responsible for (1) any past, present, or future damage to the property not caused by a Company Representative (2) damage to underground wiring-unless the Company has been given by the customer plans locating all underground wiring and have been previously marked by the customer. It is the customer's responsibility to contact 811, call before you dig services 48 hours prior to installation.
6. **Manufacturer's Warranty.** Warranty will be validated upon final payment of the invoice. Failure to pay final balance due will result in the warranty being voided. Warranty covers Shade netting failure due to Ultraviolet deterioration, and faulty workmanship for a period of ten years. Not covered are rips and tears caused by means other than faulty workmanship. Shade netting is not warranted against contact with chemicals, caustic materials, open flames or any other heat source. ShadePro is not responsible for errors or damage in installation or modification by non ShadePro approved installers and the warranty will become void. The warranty will become void if installed on frames other than those manufactured by ShadePro. Steel frames and cables are covered for a period of twenty years against failure due to corrosion or faulty workmanship. ShadePro does not warranty against surface rust, however the frame is guaranteed not to fail due to corrosion or rust on the frame, fittings or cable. Powder coating is warranted for one year.
7. **Adverse weather conditions and natural disasters.** Shade Structures are warranted not to fail in winds up to 90 miles per hour. The warranty does not cover natural disasters such as earthquakes, blizzards, shifts of terrain, or tornados in general vicinity. The installation warranty will be considered void if a ShadePro product is installed within the boundaries of a flood plane or failure due to saturated terrain or floods. If the structure is installed in an area exposed to hurricanes, remove shade netting and roof structure when a hurricane warning is issued. The fixed posts will normally withstand hurricane force winds if installed by a ShadePro trained installer.
8. **Permits.** Quoted price does not include the cost of permits. It is the customer's responsibility to obtain and pay for all permits. Required drawings will be an additional expense.
9. **Product Liability.** The company is not responsible for injuries or accidents on, near, or around installed products during and after the installation. Be cautious around the construction site during the installation , keep children and pets away from area under construction at all times.

I have read, understood, and agree to all of the terms listed above.

SIGN X _____ Date _____

PRINT NAME & TITLE _____

ShadePro

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Company Name: SHADEPRO, LLC

I (we) hereby authorize SHADEPRO, LLC, hereinafter called COMPANY, to initiate debit entries to my (our) account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my account must comply with the ACH Rules and provisions of U.S. law. I further authorize COMPANY to initiate credit entries to my (our) account for the sole purpose of correcting any debit entries that were previously initiated in error or for an incorrect amount.

Depository/Financial Institution Name _____ Branch _____
City _____ State _____ Zip _____

Select One: ☐ Checking Account ☐ Savings Account

Bank Routing Number _____ Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name _____ Date _____
(Please Print)

Signature _____

Attach a VOIDED check in the box below to ensure correct entry of bank information.