## ShadePro, L.L.C 8690 FM 306

shadePro

**Proposal** March 18, 2025 Date: Quote good for 45 days.

New Braunfels TX 78132 210-651-1041 Phone 920 221 91/11 Coll

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	PERMANENT	SHADE	STRUCTU	RES

830-221-8141 Cell			www.ShadePro.com			Tyler@ShadePro.com				
Billi	ng Address	S:			Install	ation Ad	dress	3:		
Com	pany:	Landa Park Aquatic Complex			Compar	ıy:	Landa Park Aquatic Complex		mplex	
Conta	Contact: Matthew Eckmann				Contact	Contact:		Matthew Eckmann		
Addr	Address: 350 Aquatic Cir				Address	Address:		350 Aquatic Cir		
City/	State/Zip:	New Braunfels, TX 78130		30	City/Sta	te/Zip:	ip: New Braunfels, TX 78130		78130	
Phon	e:	830-221-4040			Phone:	Phone:		830-221-4040		
Mobi	le Phone:	Phone: 210-275-9300			Mobile	Mobile Phone:		210-275-9300		
E-ma	nail: <u>meckmann@newbraunfels.gov</u>		<u>ov</u>	E-mail:		mec	kmann@newb	raunf	<u>els.gov</u>	
Qty	Size	Hgt	Structure Type	Style	Netting	Frame C	olor	Unit Price		Total
1	8'6"x68'6"	10'	Custom Hypar	Sail	TBD	TBD			\$	24,000.00
			8 Columns						\$	-
			3 Tops						\$	-

ShadePro BuyBoard Contract #679-22

Private Utility Locate Services / HydroVac Services \$795.00 (Optional)

6 Braces

Permit Fees

Texas Stamped Engineer Drawings \$1495.00 (Optional)

Included Sub Total \$ 25,495.00 Sales Tax Exempt Total \$ 25,495.00 **Amount Due Now** \$ 12,750.00 **Upon Completion** \$ 12,745.00

\$

\$

\$

Included

1,495.00

Method of Payment

**Includes Delivery & Installation** 

Check	Number:	Amount Collected:
Credit C	ard Number:	Exp Date:
Name on Card	1:	Security Code:

Name on Card:

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 us on this document and return with payment.

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Tyler Arnold 830-221-8141	$\mathbf{x}$		
ShadePro Representative		Accepted By	
March 18, 2025			
Date		Date	
	ShadePro		
	Barmanant Chada Structuraa		

Permanent Shade Structures

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

- **1.** <u>Service</u>. 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. <u>Warranty</u>. 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.** <u>Terms</u>. 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. <u>Access to</u> <u>property.</u> 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. <u>Disclaimers and</u> 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 will be validated upon final payment of the invoice. Failure to pay final balance due will result in the warranty being voided. Warranty covers Commercial 95 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 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. Hardware, fittings, and cable are warranted for one year. Powder Coated (PC) steel finish is warranted for one year. Industial Coating (IC) steel finish is warranted for two years.

7. Adverse Shade Structures are warranted not to fail in winds up to 90 miles per hour. The warranty does not cover natural disasters such as hurricanes, earthquakes, blizzards, shifts of terrain, micro/macros burst, 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. <u>Permits.</u> 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 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	
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ShadePro Permanent Shade Structures