



ROUNDPEN COVER CONTRACT
CCB#EQUINECL943QL

9/29//2011 last updated

A.) Basic Freestanding Unit Specifications: Intended purpose : roundpen cover only

- o Standard rafters, 2x3” galvanized GatorShield tubing trussed with 2x2” GatorShield tubing.
 - o Perlins, 2x3” and 2x2” galvanized GatorShield tubing.
 - o Standard uprights, 2x3” galvanized GatorShield tubing.
 - o Circumference tubes, 2x3” galvanized GatorShield tubing.
 - o Center Compression Ring -3/8”x5” steel plate welded assembly
 - o 18oz. architectural vinyl or 12.5oz. woven PE /12” valence.
 - o 6 ft. diameter wind vent with 8ft. diameter umbrella.
 - o All bolts and hardware at stress points.
 - o Standard cover white securing rope.
 - o 4/12 pitch, or 5/12 pitch, 10ft. Sidewalls.
 - o 5 ft gate (with Deluxe package)
 - o Channel 5 ft high (with Deluxe Package)
 - o Wood package- 5 ft high T & G premium decking (with Deluxe Package)
- *(Galvanized Gatorshield brand pipe is unpainted)

B.)Shipping and Delivery:

Freight charges for said kit materials to erection site are to be paid in full @\$2.00 per loaded mile from Monroe, WA by Equine Concepts to job site. Due to gas/diesel fluctuations, prices may vary accordingly. Equine Concepts will arrange for the delivery of kit materials within a timely manner, usually, but not limited to, 10-12 weeks upon receiving signed contract and required Deposit(s)see **section G**. Customer shall provide a suitable site for proper access of tractor/trailer unit and provide labor/equipment deemed necessary to properly unload said materials. A freight company or other arrangements may be chosen by customer at customer’s expense. Due to the fact that out of state residents do not get charged sales tax, this usually offsets the cost of shipping.
(Minimum delivery fee of \$300)

C.)Erection/Installation:

Equine Concepts Charges a fee of \$3600 to install the Basic Freestanding unit (see **section A.**) for **WA residents ONLY**. EC will provide scaffolding, cement, and tools deemed necessary for the erection of said unit. Customer shall provide an adequately leveled and prepared site for erection and installation of said kit. Re-setting, accessories and customization will be extra. EC shall not be held liable for any delay due to circumstances beyond its control including acts of God, casualty, injury, general unavailability of materials or unprepared site. Fully read the installation manual

prior to construction. Improper installation or failure to follow manufacturer's instructions, directions, illustrations and drawings could result in ultimate structural failure and WILL VOID the warranty.

1.) The Equi-Covers are sold in **kit** form for all out of state customers and come with instructions to allow customer to install the cover themselves or by a Contractor in their area with the option to have an Equine Concepts installer consult with the contractor or customer and supervise the project for a minimum fee of \$600 per day (maximum of 8 hrs. per day) plus reasonable travel expenses including flight, hotel, car rental, food. WA residents also have the option to buy the kit.

2.) Custom work and installing accessories will be \$62.00 per man hr. plus material and will be billed accordingly which includes installing wood, gale shields and gates. Prices stated herein may change. We will advise customer of any changes. Due to the steel market fluctuations, prices may vary accordingly.

D.)Permits/Authorization:

It is the responsibility of the customer to find out the laws governing their state/counties concerning permits and inspections from their local Building Department . Customer shall be responsible/pay for any required inspections and/or permits. It is the sole responsibility of customer to provide Equine Concepts with proof of building authorization if a permit is needed.

E.)Plans and Specifications:

Authorization for use of Plans and Specifications which may be supplied by Equine Concepts will be provided exclusively to the customer named herein as a means to obtain a permit if necessary for only the construction of the listed structure at the site address listed herein. Said plans and specifications are to be utilized only in the process of erecting the kit materials at that exact site. There will be no acceptance of design or engineering changes.

F.)Performance Disputes:

The customer agrees that any and all disagreements and/or disputed relative to the proper performance of this proposal/contract shall be settled before a third party independent Arbitrator located in King County. Time is of the essence and both parties agree to make every effort possible in furthering the settlement of said dispute. Both parties agree to accept that arbitrated settlement of any dispute as final and binding, and will have no further recourse against the other party.

G.)Deposit(s)/Payments:

A deposit is required in the amount of *sixty percent (60%)* of total cover price amount and shall be submitted and made payable to Equine Concepts, LLC singularly in the form of certified bank drafts by customer along with signed proposal/contract and proof of building authorization(if needed) PRIOR to preparation of plans and kit fabrication. If there is a termination and/or cancellation, at no fault of Equine Concepts, after deposit and proposal are received, there is a "NO REFUND" policy of deposit. The deposit is used to purchase the material for the Equi-Cover Kit immediately upon receiving the deposit. **Final payment, less shipping and installation shall be paid upon completion of fabrication of kit material.**
Customer will be notified approx. 7-10 days before Cover is to be shipped, at which time the remaining balance (less shipping/installation) will be due. Cover will not be shipped with an unpaid balance.

See **Erection/Installation** for any fees that may be incurred during the construction of cover not included in the kit that customer shall be responsible for. Custom work will be extra: (man hrs. and material). Shipping/installation and any other additional fees (see **section C.**) incurred will be paid immediately upon completion of or delivery of cover to Customer.

In the event that a cover is completed with an unpaid balance, the EC Cover may be repossessed by an EC agent from the customer within but not limited to 60 days of completion. Contract and Warranty will be null and void and there will be no reimbursements to customer. Any damage to property due to a repossession of cover shall be customers sole responsibility.

H.)Pro-Rated Warranty:

Equine Concepts provides a 60 day limited warranty of workmanship from date of delivery of kit material for parts and frame. Due to its temporary nature, the vinyl is not warranted. Warranties do not cover any damage due to snow load. Warranties do not cover any damages due to winds above 45 miles per hr. Warranties do not cover any damage due to usage of cover other than its intended purposes. EC shall not warrant damage due to circumstances beyond its control including natural disasters, damage from vehicles or machinery, misuse and abuse or failure of customer to provide adequate general maintenance. Equine Concepts will NOT be held responsible for any damage to product/persons/livestock/ or property and it is customers sole responsibility of liability under the event that the EC cover is altered, removed or re-installed at a different location. No warranty transfer to new ownership due to property sale and/or selling of and removing/reinstallation of unit. **SPECIAL NOTICE!!** Equine Concepts is not responsible for product failure due to fire or excessive weather conditions such as snow, wind, or hail. **Consumer, by virtue of assembly of the building kit, acknowledges the temporary design nature of the structure.**

I.)Acceptance:

I/we the Customer(s) as named herein has read, understands and accepts the entire specifications and conditions stated in this proposal/contract for ONLY the Equine Concepts Round pen Cover. I/we agree to the deposit and payment terms as specified in this proposal/contract. I/we understand that after Equine Concepts has received the deposit of 60% of cover price with a building authorization(if needed) and this signed and dated document, only then will any plans or fabrication of cover be started. Absolutely no order will be processed without having met these terms.

Basic Freestanding Unit (see section A. for specifications)

Base Price:

<u>Diam (size)</u>	<u>18oz Vinyl</u>	<u>12.5oz PE</u>
62ft Standard	\$29,000	\$26,200
62ft Deluxe	\$32,600	\$29,600
62ft Deluxe+	\$35,300	\$32,300
60ft Standard	\$24,300	\$21,600
60ft Deluxe	\$27,800	\$25,000
60ft Deluxe+	\$30,500	\$27,800
50ft Standard	\$16,900	\$15,000
50ft Deluxe	\$20,000	\$18,200
50ft Deluxe+	\$22,100	\$20,300
40ft Standard	\$10,800	\$9,600
40ft Deluxe	\$13,600	\$12,400

40ft Deluxe+	\$15,200	\$14,000
30ft Standard	\$7,000	\$6,300
30ft Deluxe	\$9,300	\$8,500
30ft Deluxe+	\$10,400	\$9,600

Packages:

***Standard: Free-standing unit, cross cable anchoring system (no wood, no gate)**

***Deluxe: Premium T & G decking 5 ft high and 1 single gate**

***Deluxe +: Premium T & G decking 5 ft high, double gate, weather control screening**

Vinyl Color Options:

- White
- Sand
- Steel Grey
- Green

STEP 1: Choose Package

_____ \$ _____

STEP 2: Choose Color

_____ Vinyl _____ PE _____

STEP 3: Shipping & Installation

A.) Shipping @\$2.00 per loaded mile from Monroe, WA to job site (see also *Section B.*)

Number of Miles: _____ Total price for Mileage \$ _____

B.) Installation \$3,600.00 for WA residents only (see *Section C.*)

STEP 4: Total Cost

A.) Discounts: \$ _____ (if applicable)

B.) **GRAND TOTAL:** \$ _____ **NON-WA** Residents

C.) **TAX: WA** residents add 8.8% to your grand total.

TOTAL w/TAX: \$ _____ **WA** residents only

STEP 5: Deposits & Signatures

A.) Required 60% **DEPOSIT:** \$ _____ (See *Section G*)

Signed this _____ day of _____, 20____

By: _____
Customer - Print Name

By: _____
Customer - Print Name

Signature

Signature

Address

Address

Phone No.

Phone No.

Roundpen Cover Site Address if different from above

Accepted :

By _____
Equine Concepts, LLC

Date _____/_____/20____

Signature

I/We understand and consent to our cover, our name and any supporting testimonials being used by Equine Concepts, LLC for marketing and advertising purposes for an undetermined period.

By: _____ Customer Signature and Date

ADDENDUM

All material is guaranteed to be as specified. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

END OF CONTRACT

Equine Concepts, LLC
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www.equineconceptsllc.com