



Last Updated 1/16/2019

EQUI-COVER ROUNDPEN COVER CONTRACT
CCB#EQUINECL943QL

A.) STANDARD Unit Specifications: Intended purpose: Portable Agricultural Shelter

- Standard rafters, 2x3” galvanized GatorShield steel tubing top and bottom chord with 2x2” GatorShield steel webs.
- Standard uprights 2x4”x10’ galvanized GatorShield tubing.
- Standard 2x2” Runners
- Circumference tubes, 2x2” galvanized GatorShield tubing.
- (2) Center Compression Ring: 3/8x5x12” schedule 40 steel plate welded assembly
- 18oz. architectural vinyl
- 6 ft. diameter wind vent with 8ft. diameter umbrella.
- All bolts and hardware at stress points.
- 1” nylon webbing
- Standard Ratchet System with heavy duty 1” ratchets
- 4 1/2/12 pitch, 10ft. Sidewalls.
- 3/8” aircraft cable
- Anchoring system options to include standard imbedding, groundposts, plate assembly or stake-in

*(Galvanized Gatorshield brand pipe is unpainted)

*This Unit contains products that fall under California Proposition 65

► **California Proposition 65** - www.p65warnings.ca.gov

Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986), is a law that requires warnings be provided to California consumers when they might be exposed to chemicals identified by California as causing cancer or reproductive toxicity. The California Office of Environmental Health Hazard Assessment (OEHHA) administers the Proposition 65 program and publishes the listed chemicals, which includes more than 900 chemicals. In August 2016, OEHHA adopted new regulations, effective on August 30, 2018, which change the information required in Proposition 65 warnings.

The following warning for products linked to this product:

WARNING: This product can expose chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Additional Information about Proposition 65

New Proposition 65 warnings, see <https://www.p65warnings.ca.gov/new-proposition-65-warnings>.

Proposition 65 and its regulations are posted at <https://oehha.ca.gov/proposition-65/law/proposition-65-law-and-regulations>.

Equine Concepts, LLC may be referred to as “EC” or “Contractor” in the following contract. Customer may be referred to as “Client” or “Owner”.

B.)Shipping and Delivery:

Freight charges for kit materials to jobsite from Deming, WA 98244 by Equine Concepts, LLC or a subcontracted freight company are **\$3.00 per loaded mile** unless otherwise specified, to be paid in full prior to delivery. EC will provide customer with a shipping estimate if applicable. Customer's shipping estimate must accompany this contract if applicable. Due to gas/diesel fluctuations, prices may vary accordingly and customer will be notified of changes before delivery. 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 60' tractor/trailer unit and provide proper equipment such as a forklift or bobcat with fork attachment and labor deemed necessary to properly unload materials.** A preferred freight company or other arrangements may be chosen by customer at customer's expense. Canadian residents will be responsible for duties, taxes, customs brokerage fees and any ferry fees and must be paid upon delivery of unit. (*Minimum delivery fee of \$300*)

C.) Installation: NOT AVAILABLE IN ALL REGIONS OR STATES

EC charges a base fee to install the **STANDARD unit** (see **section A.**) for **WA residents ONLY**. Consulting services are available to all out of state clients. Prices subject to change. Proposal for any installation services must accompany this contract.

Base Fee for Installation: Additional charges may apply

- | | |
|------------------------------|-------------------------------|
| 1.)30ft. install fee \$3,500 | 5.)60ft. install fee \$8,000 |
| 2.)40ft. install fee \$4,500 | 6.)62ft. install fee \$9,000 |
| 3.)50ft install fee \$6,000 | 7.)66ft. install fee \$10,000 |
| 4.)52ft. install fee \$6,500 | |

1.) EC will install materials specified. EC will provide labor, scaffolding, machinery and tools deemed necessary for the installation of standard unit unless otherwise specified. **Additional charges may apply** for specialized equipment, labor or materials deemed necessary to adequately install unit. **Customer shall provide necessary concrete, access to water and an adequately leveled and prepared site for installation of unit. Customer will be charged a penalty of \$800 per day for substandard site conditions and any machinery rental fees incurred. Equine Concepts, LLC will not install kit until site conditions are ideal. Site must not be 3" above or below grade. Lasering in your grade as if installing a concrete slab is ideal.** Dismantling and re-setting existing roundpen panels, accessories and any customization will be charged on a time and material basis. 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. The Contractor is not responsible for the suitability or function of materials specified by the customer. Contractor is not responsible for the safeness or function of design(s) furnished by the customer. The Contractor is not responsible for property damage, or the consequences thereof caused by chemical, biological or toxic agents or elements that may be part of any building material utilized in construction. The Contractor will not utilize any building material known to the Contractor to be directly toxic or harmful to persons or the environment.

2.) Customer will be provided a separate contract titled "EC Short Contractor Agreement" outlining complete details for EC to perform installation for all **WA** clients. This aforementioned agreement must accompany this contract.

3.) The **Equi-Covers** are sold in **kit** form for all out of state customers and come with drawings and instructions to allow customer to install the cover themselves or by a Contractor in their area. Clients also have the option to have an Equine Concepts installer **consult** with a Contractor or the customer and supervise the project for a minimum fee of \$800 per day (maximum of 8 hrs. per day) plus reasonable travel expenses including flight, hotel, car- rental, food. All installation materials, labor and equipment must be provided by Customer when hiring an EC Consultant. WA residents also have the option to buy the kit. 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. Any proposal for consulting services must accompany this contract.

4.) Custom work and installing accessories will be **\$68.00** per man hr. plus material and will be billed accordingly which includes installing wood, screen, light and gates. Prices stated herein may change. We will advise customer

of any changes prior to signing contract. Any proposal for custom work or installing accessories must accompany this contract.

5.) Time of Completion. Time is of the essence. The following constitutes substantial commencement of work pursuant to any proposal and this contract: Drawings or consultation will be considered start of construction. Commencement includes obtaining permits and drawings if required, ordering material, scheduling or basic measuring and site prep. Prior to commencement of construction, fabrication or ordering of any materials, owner shall provide EC with a deposit of 60% of total contract price. This deposit will insure good faith and will secure scheduling and mobilization.

D.) General Provisions Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and EC, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, EC may suspend work and fabrication until such time as all payments due have been made. A failure to make payments for a period of 10 days from the due date of the payments shall be deemed a material breach of the contract.

(1) Substitutions. If EC is unable to furnish materials identified in the plans and specifications, EC shall notify Owner, and with Owner's concurrence, arrange to use substitute material as reasonably similar as possible to the original type, cost and quality of materials required. The change in cost of such substitute materials, including the cost of EC's overhead, plus applicable sales tax, shall be added to or subtracted from the Contract Price. The date for Substantial Completion shall also be extended by EC, if necessary, to permit the use of such substitute materials.

(2) Change Orders. All changes made to the Work, the Contract Price, or the time for Substantial Completion, will be made in the following manner:

(3) Owner Initiated Changes. Owner shall submit to EC a written change order request describing the proposed change(s). EC and Owner shall attempt to agree to any changes in the Work, and any corresponding change in the Contract Price and the date of Substantial Completion. Any increased cost due to the change order shall be paid in full, including a fifty-dollar (\$50) administrative fee plus sales tax, at the time the change order is approved, unless otherwise agreed in writing by EC. If Owner and EC cannot agree on the change(s) to the Work, the Contract Price or the Substantial Completion date required by the change order, then EC may either (i) terminate the Agreement and recover that portion of the Contract Price equal to the percentage of the Work completed up to that time, plus sales tax, or (ii) continue the Work, and recover compensation in a reasonable amount for the additional Work and accompanying delays in completion, including an administrative fee of fifty dollars (\$50) as well as the EC's markup for overhead and profit for each changed item.

E.) Owner Access. Owner shall be allowed access to the Property at any time to inspect the Work.

F.) Force Majeure. If Contractor is delayed in the progress, fabrication or completion of the Work by the act, neglect or default of the Owner or any other reason beyond Contractor's reasonable control, including such items as strikes, acts of nature, shortages of material or labor, transportation delays, fire, adverse weather conditions, or deficiencies in plans and specifications, the time herein fixed for the Substantial Completion of the Work shall be extended for a reasonable period of time equivalent to the time lost.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL BE LIABLE FOR DIRECT DAMAGES BUT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR ON ACCOUNT OF SUCH DEFECTS IN THE WORK, AND THE REMEDIES HEREIN ARE EXPRESSLY AGREED TO BE EXCLUSIVE.

G.) 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. Customer is responsible for cost of any required permits or proof of future permit.

H.)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 fabrication and 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. Customer shall be responsible for the cost of engineered drawings.

I.)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 Whatcom 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. Customer shall be responsible for all legal and attorney fees.

J.)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 personal check, certified bank draft, electronic transfer or credit card by customer along with any signed proposals/contracts 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 consulting or installation fees 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 plus shipping (less any consulting/installation) will be due. Cover will not be shipped with an unpaid balance. Please note there is a credit card fee of 3.9% of total purchase price for credit card users. Financed covers will be required to pay a 10% deposit and a 3.9% one time transaction fee directly to Equine Concepts, LLC. The remaining balance to be financed through a separate financing company.**

See **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). Installation, consulting and any other additional fees (see **section C.**) incurred will be paid immediately upon completion of cover. Shipping is due prior to delivery.

In the event that a cover is completed with an unpaid balance Equine Concepts, LLC has the right to either demand full payment immediately or the EC Cover may be repossessed by an EC agent from the customer within **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. Customer will be liable for any attorney fees.

K.)Pro-Rated Warranty on Standard Units:

Equine Concepts provides a twenty-five (25) year limited pro- rated warranty of workmanship from date of delivery of kit material for steel frame and a seven (7) year pro-rated limited warranty for material and workmanship on the Vinyl. Equine Concepts does not guarantee against long term fading of vinyl.

Warranties do not cover any damage due to snow load above 45lbs. psf. on all Standard units. Warranties do not cover damage from winds above 55 miles per hour. 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. EC reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold. **Consumer, by virtue of assembly of the building kit, acknowledges the temporary design nature of the structure.**

L.)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 Standard Unit (see section A. for specifications)

Base Price:

Diameter (size)	Standard Kit 4.5/12 pitch, vinyl roof, steel frame. Wood, accessories and installation NOT included	Channel Pkg. W/Gate 5'H x 6'W gate assembly, lower channel between each upright, 5ft high angled channel each upright	Weather Control Screen Pkg. bracket hangars, 5ft wide screen, polymer grommets, wood NOT included
30ft Standard 14 uprights	\$12,000	\$2,300	\$900
40ft Standard 14 uprights	\$18,000	\$2,500	\$1,150
50ft Standard 14 uprights	\$25,000	\$2,700	\$1,400
52ft Standard 14 uprights	\$27,000	\$2,800	\$1,500
60ft Standard 16 uprights	\$33,000* Most Economical, Popular Kit	\$3,000	\$1,700
62ft Standard 18 uprights	\$42,000	\$3,300	\$1,850
66ft Standard 20 uprights	\$50,000	\$3,500	\$2,000

*Prices stated herein may change. Due to the steel market fluctuations, prices may vary accordingly. Once deposit is received price will not change without a signed work order.

Vinyl Color Options: Variations in color are within commercial tolerances and should be expected. Equine Concepts, LLC does not guarantee against fading.

19oz. Acrylic Coated. BEST for ALL areas and highly recommended for areas with intense UV rays.

- Snow (white)
- Sand
- Dark Khaki (CC Tan)

18oz. Matte Finish. BEST for areas with temperate climates. Not available in all regions or states. Not recommended for areas with intense or long term UV rays.

- Tan (light)
- Brown
- Red
- Light Blue (Azure)
- Navy
- Gray
- Green

STEP 1: Choose Diameter (Please attach proposal for any custom sizes)

_____ \$ _____

STEP 2: Choose Color

_____ Vinyl

STEP 3: Accessories and Details: Installation NOT included

Channel Package 5'H with single 5'Hx6'W gate assembly: SEE PRICES ABOVE :\$ _____
Custom lengths available. Please attach proposal for any custom lengths. Wood not included (2x6" T&G recommended, itemized list of lumber required for each unit to be provided with installation instructions.)

Single 5'H x 6'W Galvanized Gate Frame assembly with spring loaded latch, 1 1/2" channel, gate post and adjustable heavy duty hinges: **\$700**

Quantity: _____ \$ _____

*Custom gates available. Please attach proposal for any custom gates. Wood not included in any gate packages..

Single 5'H x 8'W Galvanized gate Frame assembly with spring loaded latch, 1 1/2" channel, gate post and adjustable heavy duty hinges: **\$850**

Quantity: _____ \$ _____

NOTE: cable may be required to prevent sagging.

Double Gate Package: 2- 5'H gates of equal width. Width of each gate will be determined by panel width. No gate post. Drop Pin assembly included. **\$1,500**

Quantity: _____ \$ _____

(wood threshold required for drop pin assembly. Wood not included)

5' Wide 70% Sunblocker Nylon Weather Control Screen Package
w/black polymer grommets and brackets: SEE PRICES ABOVE \$_____

Wood not included (2x4" choice lumber recommended, itemized list of lumber required for each unit to be provided with installation instructions) Custom lengths available. Please attach proposal for any custom lengths.

22" HID High Bay Light fixture only: **\$425**
(Quad volt ballast, 120v/208v/240v/277v) electrical services not included \$_____

1 1/2" Galvanized straight channel wood cap chew guard cut to length: **\$65 each**
Length:_____Quantity_____ \$_____

STEP 4: Shipping & Installation

A.) Shipping from Deming, WA 98244 to job site **\$3.00** per loaded mile unless otherwise specified (see also **Section B.**)

Number of Miles:_____ Total price for Mileage\$_____ (**\$300 minimum fee for less than 100 miles.**) Canadian residents will also be responsible for customs duties, taxes, custom brokerage fees and ferry fees. These fees are paid upon delivery) **PLEASE ATTACH PROPOSAL IF APPLICABLE**

B.) Installation \$_____for WA residents only (see also **Section C. to be billed accordingly**) **PLEASE ATTACH PROPOSAL IF APPLICABLE**

C.) Applicable:_____ Y/N

D.) Custom Work (see **Section C. To be billed accordingly**) **PLEASE ATTACH PROPOSAL IF APPLICABLE**

E.) Applicable:_____ Y/N

F.) Consulting Services (see **Section C. To be billed accordingly**) **PLEASE ATTACH PROPOSAL IF APPLICABLE**

G.) Applicable:_____ Y/N

STEP 5: Total Cost (please include accessories, applicable proposals, shipping)

A.) \$_____

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

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

STEP 6: Deposits & Signatures

A.) Required 60% **DEPOSIT ON GRAND TOTAL:** \$_____ (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

Equine Concepts Sales Person: _____

Accepted By: _____
Equine Concepts, LLC

Date _____/_____/20____

I/We understand and consent to pictures or descriptions of our cover, our name or farm name, business, generalized location of cover and any supporting testimonials being used by Equine Concepts, LLC for marketing and advertising purposes for an undetermined period. To include social media outlets and websites.

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 contract. Please attach any changes, proposals or signed estimates to this contract.

END OF CONTRACT

Equine Concepts, LLC

5714 North Fork Rd. Deming, WA 98244

Phone: 206-650-3312/206-619-9378

[Email:equineconcepts@yahoo.com](mailto:equineconcepts@yahoo.com) www.equineconceptsllc.com