



Annalie Badenhorst / Rudy Martinez  
Shade 'N Net of Arizona, Inc.  
5711 W. Washington St.  
Phoenix, AZ 85043

3/27/2025

***Request for Contract Modification through a Pricing Update/Product Addition***

RE: Contract Number 20Q-SHADE-0402 made by and between  
Shade 'N Net of Arizona, Inc.  
and  
Mohave Educational Services Cooperative

We have reviewed your pricing update/product addition request received 3/27/2025 for modification and inclusion under Mohave contract # 20Q-SHADE-0402.

Our determination is:

**"APPROVED: Annual Pricing Update – Filename: shade discount summary and pricing 032825.xlsx**

"

Please retain this notice with your contract records.

A handwritten signature in black ink, appearing to read 'Mike Nentwig', with a horizontal line extending to the right.

Mike Nentwig, CPPB  
Mohave Educational Services Cooperative, Inc.  
211 N 7th St  
Kingman, AZ 86401  
Phone 928-718-3204  
Fax 928-718-3232

TOHONO O'ODHAM NATION OFFICE OF THE CHAIRMAN AND VICE CHAIRWOMAN

---

**Verlon M. Jose**  
CHAIRMAN

---



---

**Carla L. Johnson**  
VICE CHAIRWOMAN

---

September 17, 2025

Ms. Martina Longoria  
Grants Program Coordinator  
City of El Mirage  
10000 N El Mirage Rd  
El Mirage, AZ 85335

Dear Ms. Longoria:

I am pleased to inform you that your proposal submitted on behalf of the City of El Mirage was selected by the Tohono O'odham Nation as a recipient of the 12% grant funding in the partial amount of \$150,000.00 for Playground Shade Structures and Security Cameras. We are honored to support local communities and hope that this grant will make positive impacts in Arizona.

As was indicated in the Request for Proposals issued by the Nation, the grant is conditional upon development of a Grant-in-Aid. The Nation will soon begin drafting a Grant-in-Aid with the corresponding municipality to take the steps necessary for final approval of this grant funding. If you have any questions about this process, please reach out to your grants contact at the City of El Mirage.

Congratulations and I look forward to working with you to finalize your grant award.

Sincerely,

A handwritten signature in black ink that reads "Verlon M. Jose".

Verlon Jose  
Chairman, Tohono O'odham Nation

*Together We Are Stronger*



# Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

<b>Purchaser:</b> City of El Mirage <b>Contact:</b> Sean Vonroenn <b>Title:</b>		<b>City/District:</b> El Mirage <b>Quote #:</b> <b>PO #:</b>		<b>Remit payment to Manufacturer:</b>  Shade 'N Net 5711 Washington Phoenix, AZ 85043	
<b>Sales Rep:</b> Adlee Schenbeck/JJ Orlando		<b>Phone:</b> 602-484-7911		<b>Email:</b> <a href="mailto:jj@shade-n-net.com">jj@shade-n-net.com</a>	
<b>Billing Information</b> City of El Mirage		<b>Shipping Information</b>		<b>Jobsite Information</b> Buena Vida Park 12900 N 124 <sup>th</sup> LN El Mirage AZ 85335	
<b>Phone:</b> <b>Fax:</b> <b>Email:</b> <a href="mailto:svonroenn@elmirageaz.gov">svonroenn@elmirageaz.gov</a>		<b>Contact:</b> <b>Phone:</b> <b>Fax:</b> N/A		<b>Contact:</b> Sean VonRoenn <b>Phone:</b> 970-644-0159 <b>Fax:</b> N/A	
<b>Proposal Date:</b> May 5, 2025		<input checked="" type="checkbox"/> Install			
<b>Order Date:</b>		<input type="checkbox"/> Ship			
<b>Revised Date:</b>		<input type="checkbox"/> Deliver			

## PRICING - Mohave Contract 20Q - Shade - 0402

DESCRIPTION	PRICE
Qty. (1) 30'diameter hexagon windmill w/ 6 columns w/ 12' entry	\$ 19,310.00
Lighting and camera prep	\$ 1,800.00
Installation including rebar cages, footings, dirt haul, and equipment rental	\$ 16,431.00
Engineering	\$ 1,200.00

### ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structures and Installation		\$ 37,541.00
	Private Locate		\$ 600.00
	Engineered stamped drawings		\$ 1,200.00
	Allowance Permits		\$ 600.00
	Subtotal		\$ 39,941.00
	Sales Tax	El Mirage 6.045%	\$ 2,414.43
<b>TOTAL PRICE</b>			<b>\$ 42,355.43</b>

**PAYMENT TERMS:**

(1) Upon execution of the Agreement (50% Deposit)	\$
(3) Upon completion of installation	\$
(4) Other:	

City permit fees not included  
Credit card payments will incur 3.5% service fee

# GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS		
Fabric Type	Commercial 95		YES	NO	
Fabric Color	TBD		X		Dirt removal
Steel Color	TBD			X	Concrete/Asphalt cutting
Post Fixing Method	Recessed Base Plate			X	Concrete truck access
Entry Height	12'			X	Other equipment access
Wind load	115 MPH			X	Removal of existing system or posts
Snow load	N/A			X	Curb repair
Depth of Artificial Surfacing	N/A			X	Landscaping Repair
PRICING INCLUDES				X	Electrical hook-up
YES	NO			X	Trenching
X		Installation (based on a standard mobilization)		X	Site plan approval
X		Shipping and Handling		X	Site survey
X		Sales Tax		X	Special inspection
X		Engineered Drawings		X	Permits
	X	Unforeseen underground obstacles		X	Soil tests
	X	Permit Fees		X	Barricades or Fencing
	X	Permit Processing		X	Union wages / Prevailing wages
	X	Hand Holes for Electrical or Lighting Fixtures		X	Certified payroll
	X	Payment & Performance Bonds			Other :

SITE PLAN & OTHER INSTALLATION DETAILS  
 (PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)



## GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.
- 2) **Existing Contract Terms on File:** If a current-term or existing contract such as Mohave Contract, General Services Administration (GSA), General Contractor's Prime Contract, or Master Service Agreement, exists and is executed prior to this proposal then the terms of those contracts including warranty terms, will override the terms herein. In these instances only, this form is to be considered for Proposal and price estimation purposes only. Purchases being made under such contracts will clearly specify any items not covered by said purchasing contracts.
- 3) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.
- 4) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 5) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.

**Damage Waiver:** Shade 'N Net of Arizona, Inc. will make every reasonable effort to protect against any damages to your property while we facilitate our service. Every property requiring digging will be at a minimum Blue staked.

**Visible Property:** Shade 'N Net may need to access driveways, access roads, or sidewalk areas in order to facilitate our installation. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for any damage including ruts or markings due to placing an excavator, or any other equipment on driveways, sidewalks or any other hard or soft surface area in order to complete the service after permission has been given. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for landscaping, bushes, trees, foliage, or any vegetation that may be damaged while we facilitate our services.

**Underground Utilities:** Shade 'N net shall not be liable for buried underground utilities and privately installed utility lines hidden from sight. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to underground utilities while performing installation. Underground utilities include, but are not limited to: natural gas or propane lines, sprinkler lines, electronic dog fences, telephone wire, cable television, private electrical wiring such as landscape lighting, sprinkler control wiring, or any buried outdoor wiring. When utilities are located by the appropriate contractor, private electric and gas lines may not be marked. This includes electrical lines extended to outdoor lighting, light poles, or hot tubs and gas lines extended to fireplaces, barbecues, grill or outdoor kitchens. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to these or other types of lines. It remains the ultimate responsibility of the Client or Owner to mark any public or privately installed utilities prior to digging and to cover the cost of any repairs caused by excavation associated with shade structure installation. We will take reasonable precaution to avoid damage to these marked utilities, however pre-notification or marking utilities does not place damage liability on Shade 'N Net of Arizona, Inc.

**Customer Damage Waiver Acceptance and Authorization to proceed: Initials REQUIRED \_\_\_\_\_**

- 6) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

*"The manufacturer's warranty for the Shade 'N Net brand structure(s) is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."*

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.



- 7) Insurance Requirements: Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.
- 8) Payment: All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 9) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 10) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 11) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 12) Sail Structure(s): *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials \_\_\_\_\_
- 13) Portable Structure(s): *(If ordering a portable structure, this section must be initialed prior to portable structures being fabricated.)* Purchaser hereby acknowledges each of the following:

Purchaser is aware that the shade structure is specifically designed to be "portable" which allows it to be moved and easily relocated and therefore should be secured to a permanent anchor to help prevent theft, vandalism, damage, and to keep strong winds from relocating the structure.  
Initials \_\_\_\_\_

Locking casters (wheels) are NOT sufficient to secure a portable shade structure in place during inclement weather or to prevent theft.  
Initials \_\_\_\_\_



Despite the porous fabric netting material and the actual and perceived weight of a shade structure's steel frame, Purchaser is aware that strong winds, storm cells, tornados, monsoons, hurricanes, tropical storms and other acts of God have the capability to lift a portable structure and move it.

Initials \_\_\_\_\_

Manufacturer, Distributers and Contractors who supply, install and/or assemble a portable structure are not responsible for any loss or damage caused by, or caused to, an unsecured structure. Damage or loss is not covered by a warranty claim against the Manufacturer. Initials \_\_\_\_\_

- 14) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions are the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 15) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 16) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.
- 17) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 18) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges.(b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable;(d) assumes all items in the work area will be moved prior to installers beginning any construction;(e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

- 19) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net shall also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have a representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.



- 20) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and an expense is incurred in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.
- 21) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 22) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 23) Short Ship Claims: Purchaser has 7calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 24) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 25) Force Majeure for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 26) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 27) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 28) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).
- When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency;(e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 29) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 30) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.



- 31) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 32) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 33) Warranty Limitations of Liability:
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
  - The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
  - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
  - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
  - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
  - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
  - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
  - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
  - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
  - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
  - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
  - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
  - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
  - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
  - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.
- 34) Warranty for Fabric:
- The fabric used carries a 20-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from deterioration, breakdown, mildew, and outdoor heat/cold. All fabric colors except Red and Yellow are warranted against significant discoloration/fading for 20 years. Red and Yellow fabrics carry a 3-year limited warranty against significant discoloration/fading. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge. If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
  - The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
  - Protective column pads are warranted for 1 year.
  - This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
  - All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.



- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.
- 

35) Warranty for Steel:

- The structural integrity of the steel is warranted for 20 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

36) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

**PURCHASER:**

**FOR SHADE 'N NET:**

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: **JJ Orlando**  
 Title: *Sales*  
 Date: \_\_\_\_\_

**\*\*This document must be signed by both Purchaser and Shade 'N Net to be valid.**



# Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

<b>Purchaser:</b> <a href="#">City of El Mirage</a> <b>Contact:</b> <a href="#">Sean Vonroenn</a> <b>Title:</b>		<b>City/District:</b> <a href="#">El Mirage</a> <b>Quote #:</b> <b>PO #:</b>		<b>Remit payment to Manufacturer:</b>  <b>Shade 'N Net</b> <b>5711 Washington</b> <b>Phoenix, AZ 85043</b>	
<b>Sales Rep:</b> <a href="#">Adlee Schenbeck/JJ Orlando</a>		<b>Phone:</b> <a href="#">602-484-7911</a>		<b>Email:</b> <a href="mailto:jj@shade-n-net.com">jj@shade-n-net.com</a>	
<b>Billing Information</b> <a href="#">City of El Mirage</a>		<b>Shipping Information</b>		<b>Jobsite Information</b> <a href="#">Dreyfus Park</a> <a href="#">12829 W Sweetwater Ave</a> <a href="#">El Mirage AZ 85335</a>	
<b>Phone:</b>		<b>Contact:</b>		<b>Contact:</b> <a href="#">Sean VonRoenn</a>	
<b>Fax:</b>		<b>Phone:</b>		<b>Phone:</b> <a href="#">970-644-0159</a>	
<b>Email:</b> <a href="mailto:svonroenn@elmirageaz.gov">svonroenn@elmirageaz.gov</a>		<b>Fax:</b> <a href="#">N/A</a>		<b>Fax:</b> <a href="#">N/A</a>	
<b>Proposal Date:</b> <a href="#">May 5, 2025</a>		<input checked="" type="checkbox"/> Install			
<b>Order Date:</b>		<input type="checkbox"/> Ship			
<b>Revised Date:</b>		<input type="checkbox"/> Deliver			

## PRICING - Mohave Contract 20Q - Shade - 0402

DESCRIPTION	PRICE
Qty. (1) 36' X 36' hiproof w/ 4 columns w/ 12' entry	\$ 14,631.84
Installation including rebar cages, footings, dirt haul, and equipment rental	\$ 10,748.00
Engineering	\$ 1,166.40

### ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structures and Installation		<b>\$ 25,379.84</b>
	Private Locate		<b>\$ 600.00</b>
	<b>Engineered stamped drawings</b>		<b>\$ 1,166.40</b>
	Allowance Permits		<b>\$ 600.00</b>
	Subtotal		<b>\$ 27,746.24</b>
	Sales Tax	El Mirage 6.045%	\$ 1,677.26
<b>TOTAL PRICE</b>			<b>\$29,423.50</b>
		<b>PAYMENT TERMS:</b> (1) Upon execution of the Agreement (50% Deposit) \$ (3) Upon completion of installation \$ (4) Other:	
		City permit fees not included Credit card payments will incur 3.5% service fee	

# GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS		
Fabric Type	Commercial 95		YES	NO	
Fabric Color	TBD		X	X	Dirt removal
Steel Color	TBD			X	Concrete/Asphalt cutting
Post Fixing Method	Recessed Base Plate			X	Concrete truck access
Entry Height	12'			X	Other equipment access
Wind load	115 MPH			X	Removal of existing system or posts
Snow load	N/A			X	Curb repair
Depth of Artificial Surfacing	N/A			X	Landscaping Repair
PRICING INCLUDES				X	Electrical hook-up
YES	NO			X	Trenching
X		Installation (based on a standard mobilization)		X	Site plan approval
X		Shipping and Handling		X	Site survey
X		Sales Tax		X	Special inspection
X		Engineered Drawings		X	Permits
	X	Unforeseen underground obstacles		X	Soil tests
	X	Permit Fees		X	Barricades or Fencing
	X	Permit Processing		X	Union wages / Prevailing wages
	X	Hand Holes for Electrical or Lighting Fixtures		X	Certified payroll
	X	Payment & Performance Bonds			Other :

SITE PLAN & OTHER INSTALLATION DETAILS  
 (PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)



## GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.
- 2) **Existing Contract Terms on File:** If a current-term or existing contract such as Mohave Contract, General Services Administration (GSA), General Contractor's Prime Contract, or Master Service Agreement, exists and is executed prior to this proposal then the terms of those contracts including warranty terms, will override the terms herein. In these instances only, this form is to be considered for Proposal and price estimation purposes only. Purchases being made under such contracts will clearly specify any items not covered by said purchasing contracts.
- 3) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.
- 4) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 5) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.

**Damage Waiver:** Shade 'N Net of Arizona, Inc. will make every reasonable effort to protect against any damages to your property while we facilitate our service. Every property requiring digging will be at a minimum Blue staked.

**Visible Property:** Shade 'N Net may need to access driveways, access roads, or sidewalk areas in order to facilitate our installation. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for any damage including ruts or markings due to placing an excavator, or any other equipment on driveways, sidewalks or any other hard or soft surface area in order to complete the service after permission has been given. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for landscaping, bushes, trees, foliage, or any vegetation that may be damaged while we facilitate our services.

**Underground Utilities:** Shade 'N net shall not be liable for buried underground utilities and privately installed utility lines hidden from sight. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to underground utilities while performing installation. Underground utilities include, but are not limited to: natural gas or propane lines, sprinkler lines, electronic dog fences, telephone wire, cable television, private electrical wiring such as landscape lighting, sprinkler control wiring, or any buried outdoor wiring. When utilities are located by the appropriate contractor, private electric and gas lines may not be marked. This includes electrical lines extended to outdoor lighting, light poles, or hot tubs and gas lines extended to fireplaces, barbecues, grill or outdoor kitchens. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to these or other types of lines. It remains the ultimate responsibility of the Client or Owner to mark any public or privately installed utilities prior to digging and to cover the cost of any repairs caused by excavation associated with shade structure installation. We will take reasonable precaution to avoid damage to these marked utilities, however pre-notification or marking utilities does not place damage liability on Shade 'N Net of Arizona, Inc.

**Customer Damage Waiver Acceptance and Authorization to proceed: Initials REQUIRED \_\_\_\_\_**

- 6) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

*"The manufacturer's warranty for the Shade 'N Net brand structure(s) is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."*

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.



- 7) Insurance Requirements: Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.
- 8) Payment: All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 9) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 10) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 11) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 12) Sail Structure(s): *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials \_\_\_\_\_
- 13) Portable Structure(s): *(If ordering a portable structure, this section must be initialed prior to portable structures being fabricated.)* Purchaser hereby acknowledges each of the following:

Purchaser is aware that the shade structure is specifically designed to be "portable" which allows it to be moved and easily relocated and therefore should be secured to a permanent anchor to help prevent theft, vandalism, damage, and to keep strong winds from relocating the structure.  
Initials \_\_\_\_\_

Locking casters (wheels) are NOT sufficient to secure a portable shade structure in place during inclement weather or to prevent theft.  
Initials \_\_\_\_\_



Despite the porous fabric netting material and the actual and perceived weight of a shade structure's steel frame, Purchaser is aware that strong winds, storm cells, tornados, monsoons, hurricanes, tropical storms and other acts of God have the capability to lift a portable structure and move it.

Initials \_\_\_\_\_

Manufacturer, Distributers and Contractors who supply, install and/or assemble a portable structure are not responsible for any loss or damage caused by, or caused to, an unsecured structure. Damage or loss is not covered by a warranty claim against the Manufacturer. Initials \_\_\_\_\_

- 14) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions are the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 15) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 16) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.
- 17) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 18) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges.(b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable;(d) assumes all items in the work area will be moved prior to installers beginning any construction;(e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

- 19) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net shall also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have a representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.



- 20) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and an expense is incurred in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.
- 21) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 22) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 23) Short Ship Claims: Purchaser has 7calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 24) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 25) Force Majeure for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 26) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 27) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 28) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).
- When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency;(e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 29) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 30) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.



- 31) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 32) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 33) Warranty Limitations of Liability:
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
  - The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
  - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
  - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
  - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
  - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
  - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
  - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
  - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
  - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
  - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
  - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
  - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
  - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
  - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.
- 34) Warranty for Fabric:
- The fabric used carries a 20-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from deterioration, breakdown, mildew, and outdoor heat/cold. All fabric colors except Red and Yellow are warranted against significant discoloration/fading for 20 years. Red and Yellow fabrics carry a 3-year limited warranty against significant discoloration/fading. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge. If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
  - The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
  - Protective column pads are warranted for 1 year.
  - This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
  - All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.



- Unless the “Snow Load” option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.
- 

35) Warranty for Steel:

- The structural integrity of the steel is warranted for 20 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

36) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

**PURCHASER:**

**FOR SHADE 'N NET:**

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: **JJ Orlando**  
 Title: *Sales*  
 Date: \_\_\_\_\_

\*\*This document must be signed by both Purchaser and Shade 'N Net to be valid.



# Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

Purchaser: <b>City of El Mirage</b> Contact: <b>Sean Vonroenn</b> Title:		City/District: <b>El Mirage</b> Quote #: PO #:		Remit payment to Manufacturer:  <b>Shade 'N Net</b> <b>5711 Washington</b> <b>Phoenix, AZ 85043</b>	
Sales Rep: <b>Adlee Schenbeck/JJ Orlando</b>		Phone: <b>602-484-7911</b>		Email: <b>jj@shade-n-net.com</b>	
<b>Billing Information</b> City Of El Mirage		<b>Shipping Information</b>		<b>Jobsite Information</b> Brown Family Park 10355 N 121st Ave El Mirage AZ 85335	
Phone:		Contact:		Contact: <b>Sean VonRoenn</b>	
Fax:		Phone:		Phone: <b>970-644-0159</b>	
Email: <b>svonroenn@elmirageaz.gov</b>		Fax: <b>N/A</b>		Fax: <b>N/A</b>	
Proposal Date: <b>May 5, 2025</b>		<input checked="" type="checkbox"/> Install			
Order Date:		<input type="checkbox"/> Ship			
Revised Date:		<input type="checkbox"/> Deliver			

## PRICING - Mohave Contract 20Q - Shade - 0402

DESCRIPTION	PRICE
Qty. (1) 40' x 24' full cantilever hip w/ 2 columns w/ 14' entry	\$ 33,600.00
Installation including rebar cages, footings, dirt haul, and equipment rental	\$ 13,268.00
Engineering	\$ 1,200.00

### ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structures and Installation		<b>\$ 46,868.00</b>
	Private Locate		<b>\$ 600.00</b>
	<b>Engineered stamped drawings</b>		<b>\$ 1,200.00</b>
	Permit preparation and Submittal		<b>\$ 600.00</b>
	Subtotal		<b>\$ 49,268.00</b>
	Sales Tax	El Mirage 6.045%	\$ 2,978.25
<b>TOTAL PRICE</b>			<b>\$ 52,246.25</b>

**PAYMENT TERMS:**

(1) Upon execution of the Agreement (50% Deposit)	\$
(3) Upon completion of installation	\$
(4) Other:	

City permit fees not included  
Credit card payments will incur 3.5% service fee

# GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS		
Fabric Type	Commercial 95		YES	NO	
Fabric Color	TBD		X		Dirt removal
Steel Color	TBD			X	Concrete/Asphalt cutting
Post Fixing Method	Recessed Base Plate			X	Concrete truck access
Entry Height	14'			X	Other equipment access
Wind load	115 MPH			X	Removal of existing system or posts
Snow load	N/A			X	Curb repair
Depth of Artificial Surfacing	N/A			X	Landscaping Repair
PRICING INCLUDES				X	Electrical hook-up
YES	NO			X	Trenching
X		Installation (based on a standard mobilization)		X	Site plan approval
X		Shipping and Handling		X	Site survey
X		Sales Tax		X	Special inspection
X		Engineered Drawings		X	Permits
	X	Unforeseen underground obstacles		X	Soil tests
	X	Permit Fees		X	Barricades or Fencing
	X	Permit Processing		X	Union wages / Prevailing wages
	X	Hand Holes for Electrical or Lighting Fixtures		X	Certified payroll
	X	Payment & Performance Bonds			Other :

SITE PLAN & OTHER INSTALLATION DETAILS  
 (PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)



## GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.
- 2) **Existing Contract Terms on File:** If a current-term or existing contract such as Mohave Contract, General Services Administration (GSA), General Contractor's Prime Contract, or Master Service Agreement, exists and is executed prior to this proposal then the terms of those contracts including warranty terms, will override the terms herein. In these instances only, this form is to be considered for Proposal and price estimation purposes only. Purchases being made under such contracts will clearly specify any items not covered by said purchasing contracts.
- 3) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.
- 4) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 5) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.

**Damage Waiver:** Shade 'N Net of Arizona, Inc. will make every reasonable effort to protect against any damages to your property while we facilitate our service. Every property requiring digging will be at a minimum Blue staked.

**Visible Property:** Shade 'N Net may need to access driveways, access roads, or sidewalk areas in order to facilitate our installation. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for any damage including ruts or markings due to placing an excavator, or any other equipment on driveways, sidewalks or any other hard or soft surface area in order to complete the service after permission has been given. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for landscaping, bushes, trees, foliage, or any vegetation that may be damaged while we facilitate our services.

**Underground Utilities:** Shade 'N net shall not be liable for buried underground utilities and privately installed utility lines hidden from sight. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to underground utilities while performing installation. Underground utilities include, but are not limited to: natural gas or propane lines, sprinkler lines, electronic dog fences, telephone wire, cable television, private electrical wiring such as landscape lighting, sprinkler control wiring, or any buried outdoor wiring. When utilities are located by the appropriate contractor, private electric and gas lines may not be marked. This includes electrical lines extended to outdoor lighting, light poles, or hot tubs and gas lines extended to fireplaces, barbecues, grill or outdoor kitchens. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to these or other types of lines. It remains the ultimate responsibility of the Client or Owner to mark any public or privately installed utilities prior to digging and to cover the cost of any repairs caused by excavation associated with shade structure installation. We will take reasonable precaution to avoid damage to these marked utilities, however pre-notification or marking utilities does not place damage liability on Shade 'N Net of Arizona, Inc.

**Customer Damage Waiver Acceptance and Authorization to proceed: Initials REQUIRED \_\_\_\_\_**

- 6) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

*"The manufacturer's warranty for the Shade 'N Net brand structure(s) is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."*

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.



- 7) Insurance Requirements: Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.
- 8) Payment: All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 9) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 10) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 11) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 12) Sail Structure(s): *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials \_\_\_\_\_
- 13) Portable Structure(s): *(If ordering a portable structure, this section must be initialed prior to portable structures being fabricated.)* Purchaser hereby acknowledges each of the following:

Purchaser is aware that the shade structure is specifically designed to be "portable" which allows it to be moved and easily relocated and therefore should be secured to a permanent anchor to help prevent theft, vandalism, damage, and to keep strong winds from relocating the structure.  
Initials \_\_\_\_\_

Locking casters (wheels) are NOT sufficient to secure a portable shade structure in place during inclement weather or to prevent theft.  
Initials \_\_\_\_\_



Despite the porous fabric netting material and the actual and perceived weight of a shade structure's steel frame, Purchaser is aware that strong winds, storm cells, tornados, monsoons, hurricanes, tropical storms and other acts of God have the capability to lift a portable structure and move it.

Initials \_\_\_\_\_

Manufacturer, Distributers and Contractors who supply, install and/or assemble a portable structure are not responsible for any loss or damage caused by, or caused to, an unsecured structure. Damage or loss is not covered by a warranty claim against the Manufacturer. Initials \_\_\_\_\_

- 14) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions are the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 15) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 16) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.
- 17) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 18) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges.(b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable;(d) assumes all items in the work area will be moved prior to installers beginning any construction;(e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

- 19) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net shall also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have a representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.



- 20) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and an expense is incurred in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.
- 21) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 22) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 23) Short Ship Claims: Purchaser has 7calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 24) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 25) Force Majeure for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 26) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 27) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 28) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).  
  
When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency;(e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 29) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 30) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.



- 31) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 32) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 33) Warranty Limitations of Liability:
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
  - The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
  - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
  - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
  - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
  - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
  - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
  - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
  - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
  - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
  - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
  - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
  - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
  - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
  - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.
- 34) Warranty for Fabric:
- The fabric used carries a 20-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from deterioration, breakdown, mildew, and outdoor heat/cold. All fabric colors except Red and Yellow are warranted against significant discoloration/fading for 20 years. Red and Yellow fabrics carry a 3-year limited warranty against significant discoloration/fading. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge. If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
  - The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
  - Protective column pads are warranted for 1 year.
  - This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
  - All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.



- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.
- 

35) Warranty for Steel:

- The structural integrity of the steel is warranted for 20 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

36) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

**PURCHASER:**

**FOR SHADE 'N NET:**

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: **JJ Orlando**  
 Title: *Sales*  
 Date: \_\_\_\_\_

\*\*This document must be signed by both Purchaser and Shade 'N Net to be valid.



# Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

<b>Purchaser:</b> City of El Mirage <b>Contact:</b> Sean Vonroenn <b>Title:</b>		<b>City/District:</b> El Mirage <b>Quote #:</b> <b>PO #:</b>		<b>Remit payment to Manufacturer:</b>  Shade 'N Net 5711 Washington Phoenix, AZ 85043	
<b>Sales Rep:</b> Adlee Schenbeck/JJ Orlando		<b>Phone:</b> 602-484-7911		<b>Email:</b> <a href="mailto:jj@shade-n-net.com">jj@shade-n-net.com</a>	
<b>Billing Information</b> City of El Mirage		<b>Shipping Information</b>		<b>Jobsite Information</b> Dahlia Park 12929 W Dreyfus Dr El Mirage AZ 85335	
<b>Phone:</b>		<b>Contact:</b>		<b>Contact:</b> Sean VonRoenn	
<b>Fax:</b>		<b>Phone:</b>		<b>Phone:</b> 970-644-0159	
<b>Email:</b> <a href="mailto:svonroenn@elmirageaz.gov">svonroenn@elmirageaz.gov</a>		<b>Fax:</b> N/A		<b>Fax:</b> N/A	
<b>Proposal Date:</b> May 5, 2025		<input checked="" type="checkbox"/> Install			
<b>Order Date:</b>		<input type="checkbox"/> Ship			
<b>Revised Date:</b>		<input type="checkbox"/> Deliver			

## PRICING - Mohave Contract 20Q - Shade - 0402

DESCRIPTION	PRICE
Qty. (1) 37' X 36' hiproof w/ 4 columns w/ 14' entry	\$ 16,969.68
Installation including rebar cages, footings, dirt haul, and equipment rental	\$ 10,748.00
Engineering	\$ 1,198.80

### ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structures and Installation		<b>\$ 27,717.68</b>
	Private Locate		<b>\$ 600.00</b>
	<b>Engineered stamped drawings</b>		<b>\$ 1,198.80</b>
	Allowance Permits		<b>\$ 600.00</b>
	Subtotal		<b>\$ 30,116.48</b>
	Sales Tax	El Mirage 6.045%	\$ 1,820.54
<b>TOTAL PRICE</b>			<b>\$ 31,937.02</b>
		<b>PAYMENT TERMS:</b> (1) Upon execution of the Agreement (50% Deposit) \$ (3) Upon completion of installation \$ (4) Other:	
		City permit fees not included Credit card payments will incur 3.5% service fee	

# GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS		
Fabric Type	Commercial 95		YES	NO	
Fabric Color	TBD		X		Dirt removal
Steel Color	TBD			X	Concrete/Asphalt cutting
Post Fixing Method	Recessed Base Plate			X	Concrete truck access
Entry Height	14'			X	Other equipment access
Wind load	115 MPH			X	Removal of existing system or posts
Snow load	N/A			X	Curb repair
Depth of Artificial Surfacing	N/A			X	Landscaping Repair
PRICING INCLUDES				X	Electrical hook-up
YES	NO			X	Trenching
X		Installation (based on a standard mobilization)		X	Site plan approval
X		Shipping and Handling		X	Site survey
X		Sales Tax		X	Special inspection
X		Engineered Drawings		X	Permits
	X	Unforeseen underground obstacles		X	Soil tests
	X	Permit Fees		X	Barricades or Fencing
	X	Permit Processing		X	Union wages / Prevailing wages
	X	Hand Holes for Electrical or Lighting Fixtures		X	Certified payroll
	X	Payment & Performance Bonds			Other :

SITE PLAN & OTHER INSTALLATION DETAILS  
 (PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)



## GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.
- 2) **Existing Contract Terms on File:** If a current-term or existing contract such as Mohave Contract, General Services Administration (GSA), General Contractor's Prime Contract, or Master Service Agreement, exists and is executed prior to this proposal then the terms of those contracts including warranty terms, will override the terms herein. In these instances only, this form is to be considered for Proposal and price estimation purposes only. Purchases being made under such contracts will clearly specify any items not covered by said purchasing contracts.
- 3) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.
- 4) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 5) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.

**Damage Waiver:** Shade 'N Net of Arizona, Inc. will make every reasonable effort to protect against any damages to your property while we facilitate our service. Every property requiring digging will be at a minimum Blue staked.

**Visible Property:** Shade 'N Net may need to access driveways, access roads, or sidewalk areas in order to facilitate our installation. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for any damage including ruts or markings due to placing an excavator, or any other equipment on driveways, sidewalks or any other hard or soft surface area in order to complete the service after permission has been given. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for landscaping, bushes, trees, foliage, or any vegetation that may be damaged while we facilitate our services.

**Underground Utilities:** Shade 'N net shall not be liable for buried underground utilities and privately installed utility lines hidden from sight. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to underground utilities while performing installation. Underground utilities include, but are not limited to: natural gas or propane lines, sprinkler lines, electronic dog fences, telephone wire, cable television, private electrical wiring such as landscape lighting, sprinkler control wiring, or any buried outdoor wiring. When utilities are located by the appropriate contractor, private electric and gas lines may not be marked. This includes electrical lines extended to outdoor lighting, light poles, or hot tubs and gas lines extended to fireplaces, barbecues, grill or outdoor kitchens. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to these or other types of lines. It remains the ultimate responsibility of the Client or Owner to mark any public or privately installed utilities prior to digging and to cover the cost of any repairs caused by excavation associated with shade structure installation. We will take reasonable precaution to avoid damage to these marked utilities, however pre-notification or marking utilities does not place damage liability on Shade 'N Net of Arizona, Inc.

**Customer Damage Waiver Acceptance and Authorization to proceed: Initials REQUIRED \_\_\_\_\_**

- 6) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

*"The manufacturer's warranty for the Shade 'N Net brand structure(s) is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."*

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.



- 7) Insurance Requirements: Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.
- 8) Payment: All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 9) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 10) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 11) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 12) Sail Structure(s): *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials \_\_\_\_\_
- 13) Portable Structure(s): *(If ordering a portable structure, this section must be initialed prior to portable structures being fabricated.)* Purchaser hereby acknowledges each of the following:

Purchaser is aware that the shade structure is specifically designed to be "portable" which allows it to be moved and easily relocated and therefore should be secured to a permanent anchor to help prevent theft, vandalism, damage, and to keep strong winds from relocating the structure.  
Initials \_\_\_\_\_

Locking casters (wheels) are NOT sufficient to secure a portable shade structure in place during inclement weather or to prevent theft.  
Initials \_\_\_\_\_



Despite the porous fabric netting material and the actual and perceived weight of a shade structure's steel frame, Purchaser is aware that strong winds, storm cells, tornados, monsoons, hurricanes, tropical storms and other acts of God have the capability to lift a portable structure and move it.

Initials \_\_\_\_\_

Manufacturer, Distributers and Contractors who supply, install and/or assemble a portable structure are not responsible for any loss or damage caused by, or caused to, an unsecured structure. Damage or loss is not covered by a warranty claim against the Manufacturer. Initials \_\_\_\_\_

- 14) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions are the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 15) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 16) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.
- 17) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 18) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges.(b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable;(d) assumes all items in the work area will be moved prior to installers beginning any construction;(e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

- 19) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net shall also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have a representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.



- 20) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and an expense is incurred in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.
- 21) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 22) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 23) Short Ship Claims: Purchaser has 7calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 24) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 25) Force Majeure for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 26) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 27) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 28) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).
- When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency;(e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 29) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 30) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.



- 31) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 32) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 33) Warranty Limitations of Liability:
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
  - The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
  - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
  - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
  - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
  - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
  - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
  - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
  - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
  - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
  - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
  - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
  - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
  - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
  - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.
- 34) Warranty for Fabric:
- The fabric used carries a 20-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from deterioration, breakdown, mildew, and outdoor heat/cold. All fabric colors except Red and Yellow are warranted against significant discoloration/fading for 20 years. Red and Yellow fabrics carry a 3-year limited warranty against significant discoloration/fading. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge. If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
  - The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
  - Protective column pads are warranted for 1 year.
  - This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
  - All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.



- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.
- 

35) Warranty for Steel:

- The structural integrity of the steel is warranted for 20 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

36) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

**PURCHASER:**

**FOR SHADE 'N NET:**

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: **JJ Orlando**  
 Title: *Sales*  
 Date: \_\_\_\_\_

**\*\*This document must be signed by both Purchaser and Shade 'N Net to be valid.**



# Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

Purchaser: <b>City of El Mirage</b>		City/District: <b>El Mirage</b>		Remit payment to Manufacturer:	
Contact: <b>Sean Vonroenn</b>		Quote#:		Shade 'N Net	
Title:		PO #:		5711 Washington	
				Phoenix, AZ 85043	
Sales Rep: <b>JJ Orlando</b>		Phone: <b>480-435-8056</b>		Email: <b>JJ@Shade-N-Net.com</b>	
<b>Billing Information</b>		<b>Shipping Information</b>		<b>Jobsite Information</b>	
City of El Mirage		Same		Gateway Splashpad	
12000 W. Peoria Ave El Mirage, AZ 85335					
Phone:		Contact:		Contact:	
Fax:		Phone:			
Email:		Fax:		Fax:	
Dates:		Method for Completion:		Notes:	
Proposal Date: <b>May 5, 2025</b>		<input checked="" type="checkbox"/> Install			
Order Date:		<input type="checkbox"/> Ship			
Revised Date:		<input type="checkbox"/> Deliver			

**P R I C I N G - M O H A V E C o n t r a c t # 2 0 Q - S h a d e - 0 4 0 2**

DESCRIPTION	PRICE
(1) 50' x 17' x 12' /16' slanted flat panel cantilever with 3 columns and 4' back panel	\$30,550.00
Installation, rebar cages, dirt haul, crane and scissor lift rental	\$18,387.00
Engineering	\$ 1,200.00

### ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structures and Install		\$ 48,937.00
	Private Locating		\$ 600.00
	Engineering		\$ 1,200.00
	Permit submittal		\$ 600.00
			\$
	Sub-Total		\$ 51,337.00
	Sales Tax	6.045%	\$ 3,103.32
<b>TOTAL PRICE</b>			<b>\$54,440.32</b>
		<b>PAYMENT TERMS:</b>	
		(1) Upon execution of the Agreement (50% Deposit)	
		(2) Upon delivery of materials to the jobsite	
		(3) Upon completion of installation	
		(4) Other :	
		3.5% service fee for credit card payments	
		City Permit Fees and sp. Inspections not included	





## GENERAL TERMS, CONDITIONS AND WARRANTY

1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.

2) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.

- 3) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 4) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.

- 5) **Damage Waiver:** Shade 'N Net of Arizona, Inc. will make every reasonable effort to protect against any damages to your property while we facilitate our service. Every property requiring digging will be at a minimum Blue staked.  
**Visible Property:** Shade 'N Net may need to access driveways, access roads, or sidewalk areas in order to facilitate our installation. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for any damage including ruts or markings due to placing an excavator, or any other equipment on driveways, sidewalks or any other hard or soft surface area in order to complete the service after permission has been given. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for landscaping, bushes, trees, foliage, or any vegetation that may be damaged while we facilitate our services.  
**Underground Utilities:** Shade 'N net shall not be liable for buried underground utilities and privately installed utility lines hidden from sight. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to underground utilities while performing installation. Underground utilities include, but are not limited to: natural gas or propane lines, sprinkler lines, electronic dog fences, telephone wire, cable television, private electrical wiring such as landscape lighting, sprinkler control wiring, or any buried outdoor wiring. When utilities are located by the appropriate contractor, private electric and gas lines may not be marked. This includes electrical lines extended to outdoor lighting, light poles, or hot tubs and gas lines extended to fireplaces, barbeques, grill or outdoor kitchens. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to these or other types of lines. It remains the ultimate responsibility of the Client or Owner to mark any public or privately installed utilities prior to digging and to cover the cost of any repairs caused by excavation associated with shade structure installation. We will take reasonable precaution to avoid damage to these marked utilities, however pre-notification or marking utilities does not place damage liability on Shade 'N Net of Arizona, Inc.  
**Customer Damage Waiver Acceptance and Authorization to proceed: Initials REQUIRED \_\_\_\_\_**

- 6) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

*"The manufacturer's warranty for the Shade 'N Net brand structures is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."*

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.

- 7) **Insurance Requirements:** Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.

**Payment:** All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser



or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 8) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 9) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 10) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 11) Sail Structures: *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials \_\_\_\_\_
- 12) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions is the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 13) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 14) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by both the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.



15) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.

16) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges. (b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable; (d) assumes all items in the work area will be moved prior to installers beginning any construction; (e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

- 17) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net is also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have an representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.
- 18) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.
- 19) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 20) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 21) Short Ship Claims: Purchaser has 7 calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 22) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 23) Force Majeur for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 24) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 25) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.



26) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).

When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency;(e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

- 27) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 28) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.
- 29) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 30) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 31) Warranty Limitations of Liability:
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
  - The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
    - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
    - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
    - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
    - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
    - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
    - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
    - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
    - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
    - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
    - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
    - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
    - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
    - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.
- 32) Warranty for Fabric:
- The fabric used carries a 10-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or significant discoloration except for Red and Yellow fabrics

which carry a 3-year limited warranty. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years (i.e. 82%, 64%, 46%, 28%). If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.

- The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
- Protective column pads are warranted for 1 year.
- This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.
- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.

33) Warranty for Steel:

- The structural integrity of the steel is warranted for 15 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

34) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread, will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

**PURCHASER:**

**FOR SHADE 'N NET:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: **JJ Orlando**

Title: \_\_\_\_\_

Title: *Director Business Development*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*This document must be signed by both Purchaser and Shade 'N Net to be valid.**



# Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

Purchaser: <b>City of El Mirage</b>		City/District: <b>El Mirage</b>	Remit payment to Manufacturer:  <b>Shade 'N Net</b> <b>5711 Washington</b> <b>Phoenix, AZ 85043</b>
Contact: <b>Sean Vonroenn</b>		Quote#:	
Title:		PO #:	
Sales Rep: <b>JJ Orlando</b>		Phone: <b>480-435-8056</b>	Email: <b>JJ@Shade-N-Net.com</b>
<b>Billing Information</b>		<b>Shipping Information</b>	
<b>City of El Mirage</b>		<b>Same</b>	
<b>12000 W. Peoria Ave El Mirage, AZ 85335</b>		<b>Gateway Splashpad</b>	
Phone:		Contact:	
Fax:		Phone:	
Email:		Fax:	
Dates:		Method for Completion:	
Proposal Date: <b>May 5, 2025</b>		<input checked="" type="checkbox"/> Install	
Order Date:		<input type="checkbox"/> Ship	
Revised Date:		<input type="checkbox"/> Deliver	
		Notes:	

**P R I C I N G - M O H A V E C o n t r a c t # 2 0 Q - S h a d e - 0 4 0 2**

DESCRIPTION	PRICE
(1) 103' x 15' x 10' slanted flat panel cantilever with 6 columns and 5' back panel	\$54,590.00
Installation, rebar cages, dirt haul, crane and scissor lift rental	\$35,284.00
Engineering	\$ 1,200.00
Removal	\$3,840.00

## ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structures and Install		\$ 89,874.00
	Private Locating		\$ 600.00
	Engineering		\$ 1,200.00
	Permit submittal		\$ 600.00
	Removal of existing structure		\$ 3,840.00
	Sub-Total		\$ 96,114.00
	Sales Tax	6.045%	\$ 5,810.09
<b>TOTAL PRICE</b>			<b>\$101,924.09</b>
		<b>PAYMENT TERMS:</b>	
		(1) Upon execution of the Agreement (50% Deposit)	
		(2) Upon delivery of materials to the jobsite	
		(3) Upon completion of installation	
		(4) Other :	
		3.5% service fee for credit card payments	
		City Permit Fees and sp. Inspections not included	

# GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS		
Fabric Type	Comm95		YES	NO	
Fabric Color	TBD		X		Dirt removal
Steel Color	TBD			X	Concrete/Asphalt cutting
Post Fixing Method	Recessed Base plate		X		Concrete truck access
Entry Height	12'/16"		X		Other equipment access
Wind load	115 mph			X	Removal of existing system or posts
Snow load	N/A			X	Curb repair
Depth of Artificial Surfacing	N/A			X	Landscaping Repair
PRICING INCLUDES				X	Electrical hook-up
YES	NO			X	Trenching
X		Installation (based on a standard mobilization)		X	Site plan approval
X		Shipping and Handling		X	Site survey
X		Sales Tax		X	Special inspection
X		Engineered Drawings		X	Permits
	X	Unforeseen underground obstacles		X	Soil tests
	X	Permit Fees		X	Barricades or Fencing
X		Permit Processing		X	Union wages / Prevailing wages
	X	Hand Holes for Electrical or Lighting Fixtures		X	Certified payroll
	X	Payment & Performance Bonds			Other :

**SITEPLAN & OTHER INSTALLATION DETAILS**  
**(PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)**



## GENERAL TERMS, CONDITIONS AND WARRANTY

1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.

2) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.

3) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.

4) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.

5) **Damage Waiver:** Shade 'N Net of Arizona, Inc. will make every reasonable effort to protect against any damages to your property while we facilitate our service. Every property requiring digging will be at a minimum Blue staked.

**Visible Property:** Shade 'N Net may need to access driveways, access roads, or sidewalk areas in order to facilitate our installation. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for any damage including ruts or markings due to placing an excavator, or any other equipment on driveways, sidewalks or any other hard or soft surface area in order to complete the service after permission has been given. Shade 'N Net of Arizona, Inc. does not assume or accept responsibility for landscaping, bushes, trees, foliage, or any vegetation that may be damaged while we facilitate our services.

**Underground Utilities:** Shade 'N net shall not be liable for buried underground utilities and privately installed utility lines hidden from sight. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to underground utilities while performing installation.

Underground utilities include, but are not limited to: natural gas or propane lines, sprinkler lines, electronic dog fences, telephone wire, cable television, private electrical wiring such as landscape lighting, sprinkler control wiring, or any buried outdoor wiring. When utilities are located by the appropriate contractor, private electric and gas lines may not be marked. This includes electrical lines extended to outdoor lighting, light poles, or hot tubs and gas lines extended to fireplaces, barbeques, grill or outdoor kitchens. Shade 'N Net of Arizona, Inc. does not assume responsibility for damage done to these or other types of lines. It remains the ultimate responsibility of the Client or Owner to mark any public or privately installed utilities prior to digging and to cover the cost of any repairs caused by excavation associated with shade structure installation. We will take reasonable precaution to avoid damage to these marked utilities, however pre-notification or marking utilities does not place damage liability on Shade 'N Net of Arizona, Inc.

**Customer Damage Waiver Acceptance and Authorization to proceed: Initials REQUIRED \_\_\_\_\_**

6) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

*"The manufacturer's warranty for the Shade 'N Net brand structures is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."*

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.

7) **Insurance Requirements:** Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.

**Payment:** All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser



or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 8) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 9) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 10) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 11) Sail Structures: *(If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.)* Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials \_\_\_\_\_
- 12) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions is the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 13) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 14) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by both the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.



15) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.

16) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges. (b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable; (d) assumes all items in the work area will be moved prior to installers beginning any construction; (e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

- 17) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net is also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have an representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.
- 18) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.
- 19) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 20) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 21) Short Ship Claims: Purchaser has 7 calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 22) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 23) Force Majeur for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 24) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 25) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.



26) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).

When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency;(e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

- 27) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 28) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.
- 29) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 30) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 31) Warranty Limitations of Liability:
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
  - The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
    - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
    - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
    - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
    - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
    - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
    - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
    - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
    - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
    - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
    - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
    - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
    - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
    - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.
- 32) Warranty for Fabric:
- The fabric used carries a 10-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or significant discoloration except for Red and Yellow fabrics

which carry a 3-year limited warranty. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years (i.e. 82%, 64%, 46%, 28%). If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.

- The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
- Protective column pads are warranted for 1 year.
- This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.
- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.

33) Warranty for Steel:

- The structural integrity of the steel is warranted for 15 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

34) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread, will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

**PURCHASER:**

**FOR SHADE 'N NET:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: **JJ Orlando**

Title: \_\_\_\_\_

Title: *Director Business Development*

Date: \_\_\_\_\_

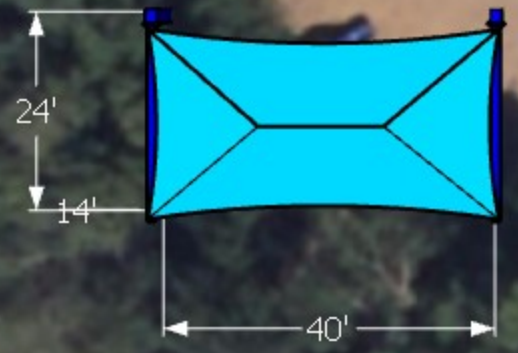
Date: \_\_\_\_\_

**\*\*This document must be signed by both Purchaser and Shade 'N Net to be valid.**

13401 N 127TH DR, EL MIRAGE X

Show search results for 13401 N 127T...

501-37-467



N 127th Dr

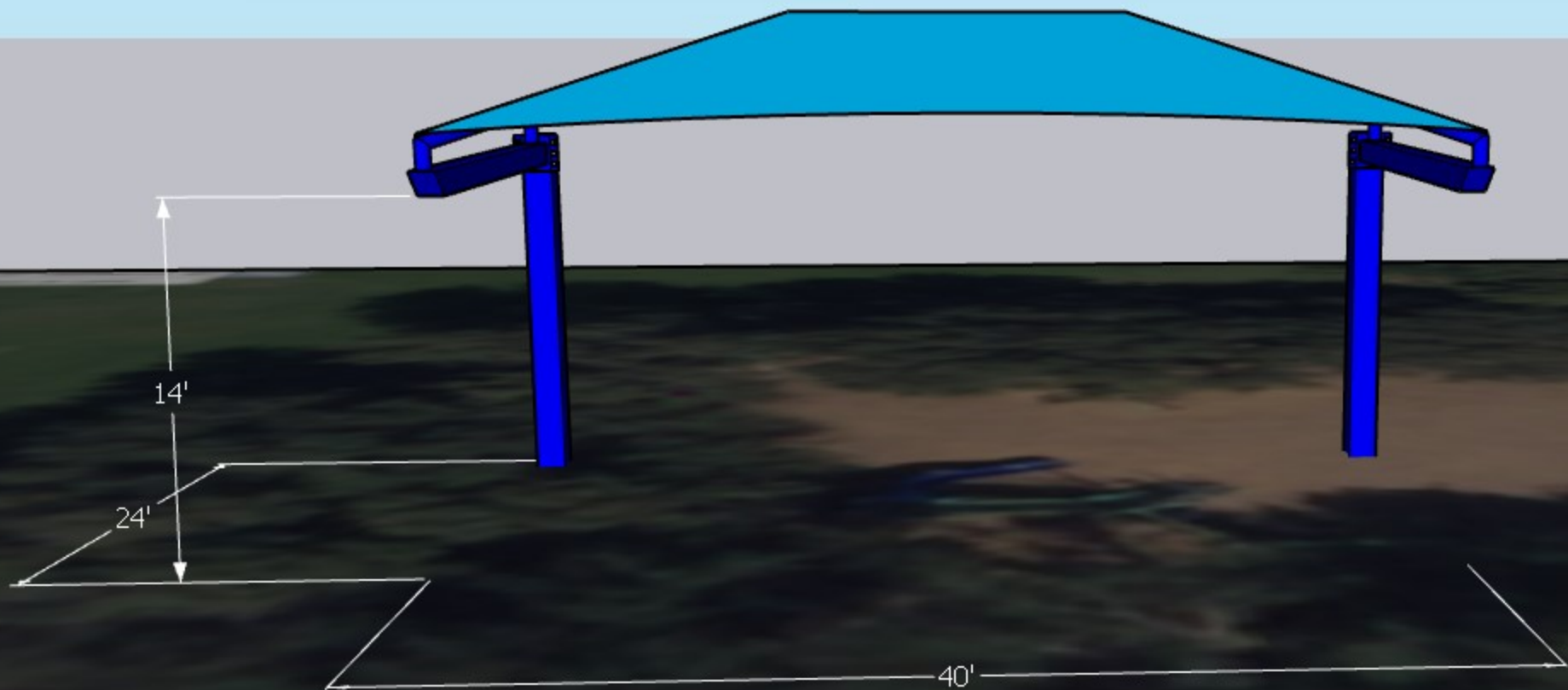
501-37-367

501-37-366

501-37-365

501-37-364

-112.334522 33.606063 Degrees





24'

14'

40'



*Shade 'n Net*



 *Shade'n Net*

12810 W DAHLIA DR, EL MIRAC X

Show search results for 12810 W DAH...



509-09-463

509-09-771

509-09-650

509-09-651

509-09-650

509-09-651

509-09-771

36'

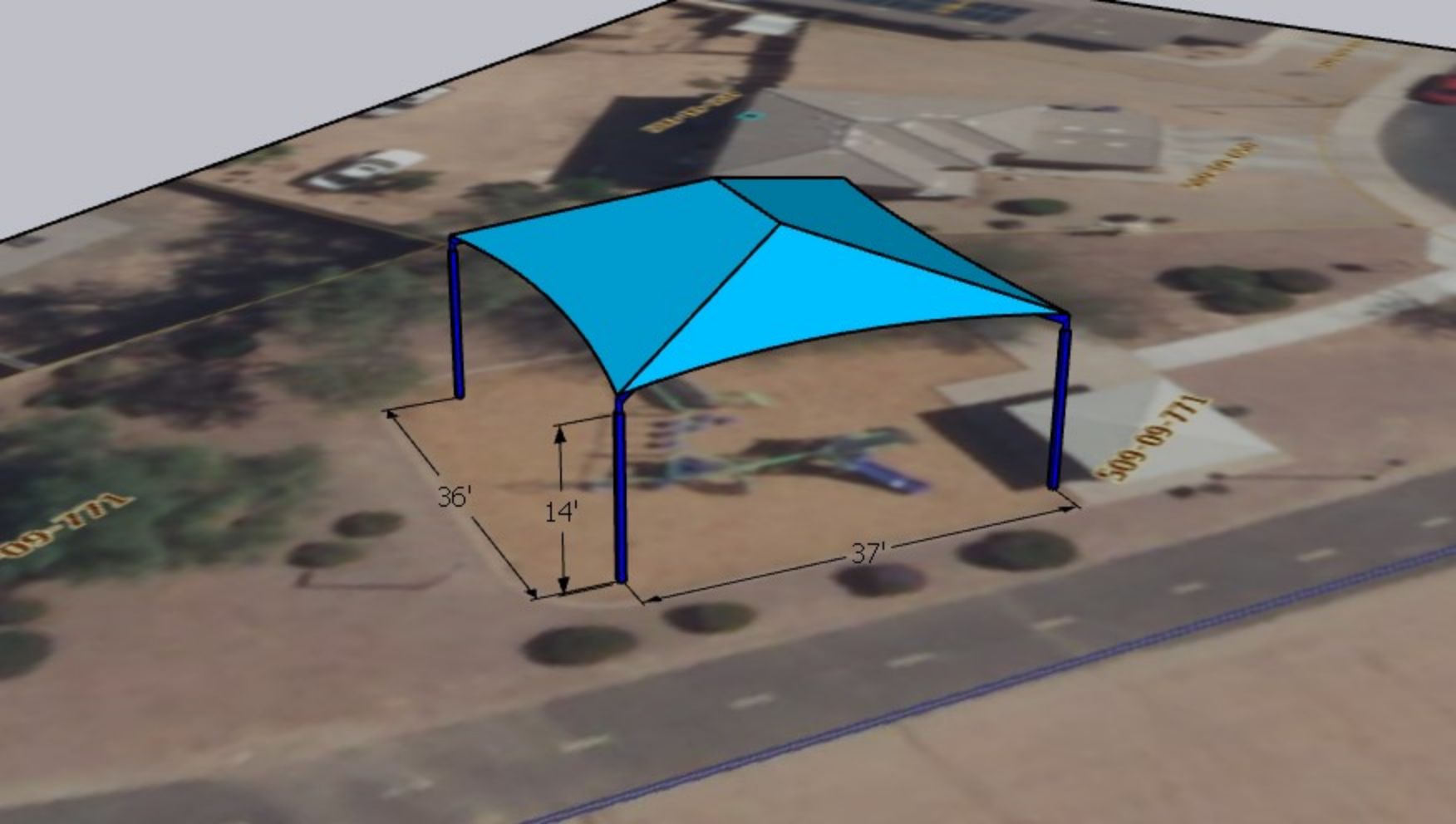
37'

14'

20ft

-112.336665 33.601048 Degrees

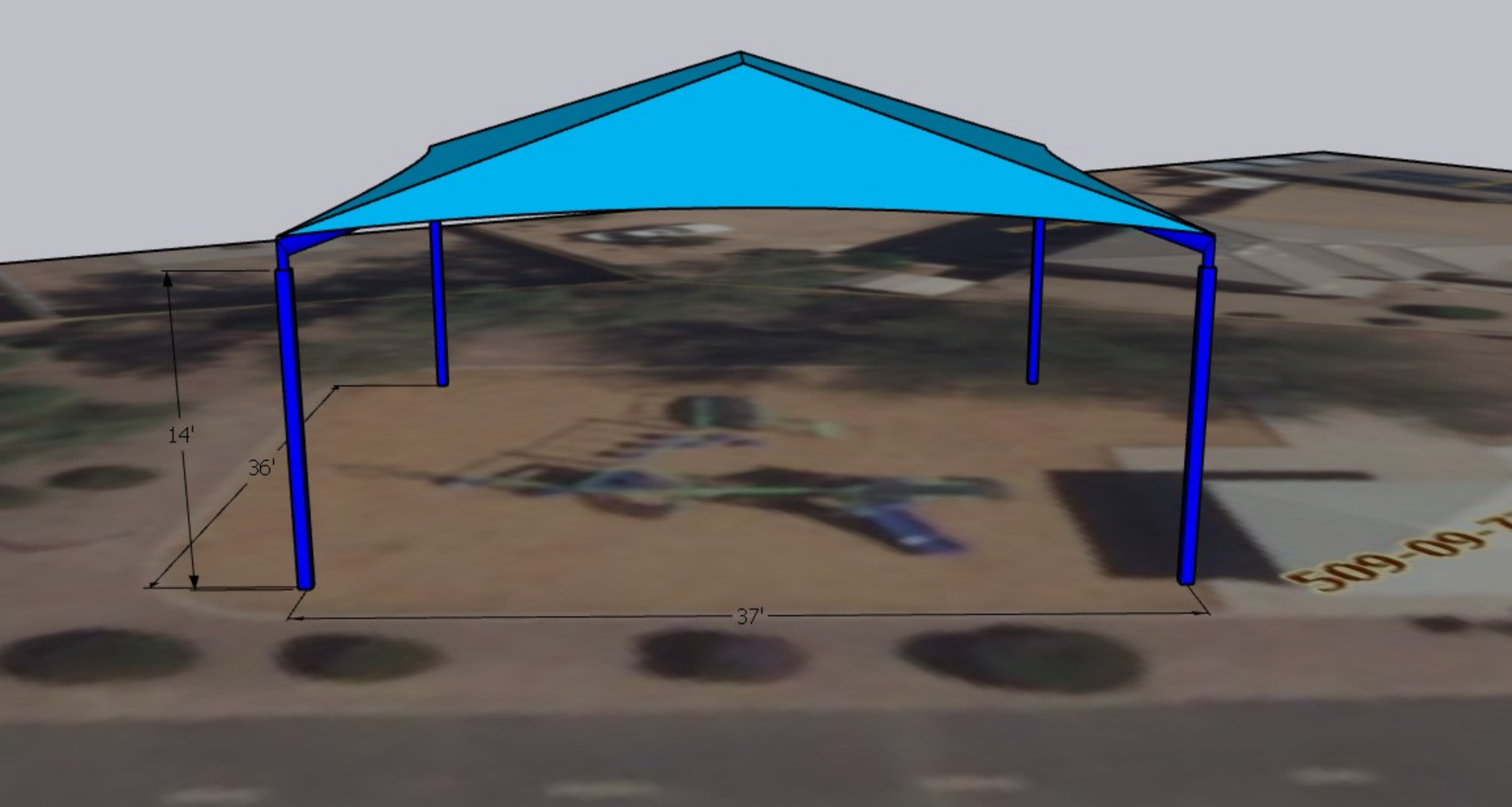




36'

14'

37'



14'

36'

37'

509-09-7

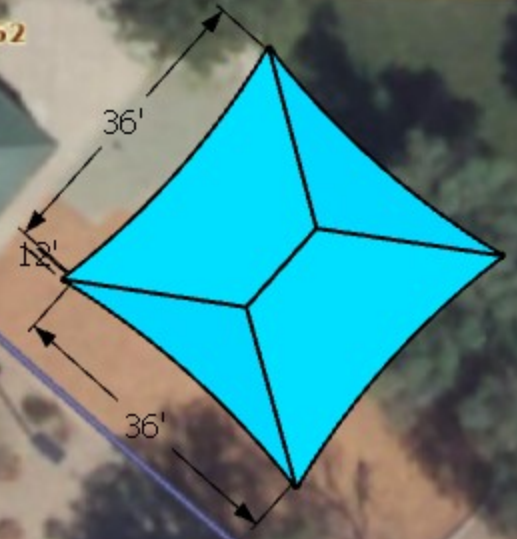
12933 W DREYFUS DR, EL MIF X

Show search results for 12933 W DREY...



501-37-852

501-37-878



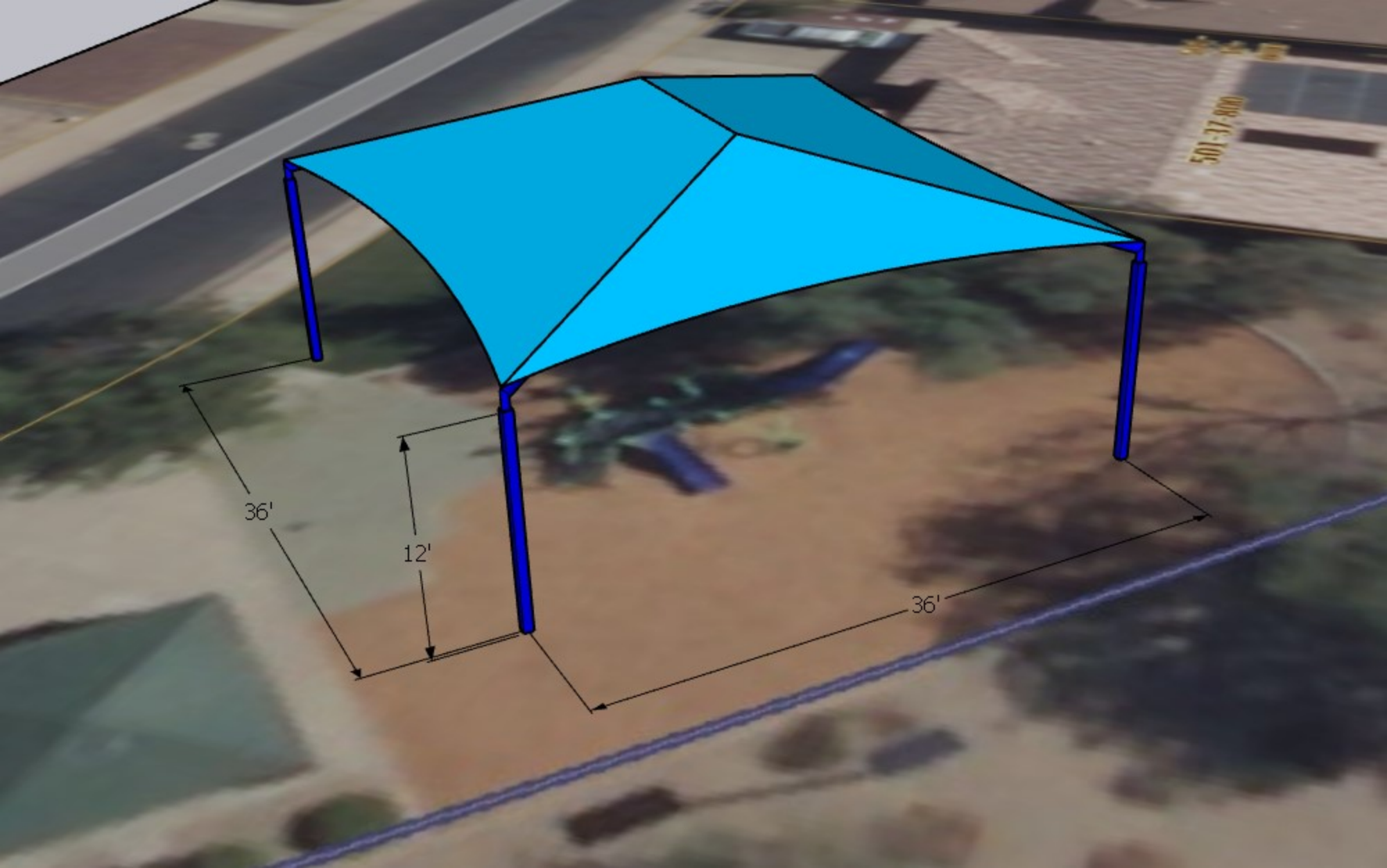
501-37-800

501-37-800

501-37-799

20ft  
-112.340039 33.602713 Degrees

501-37-852



36'

12'

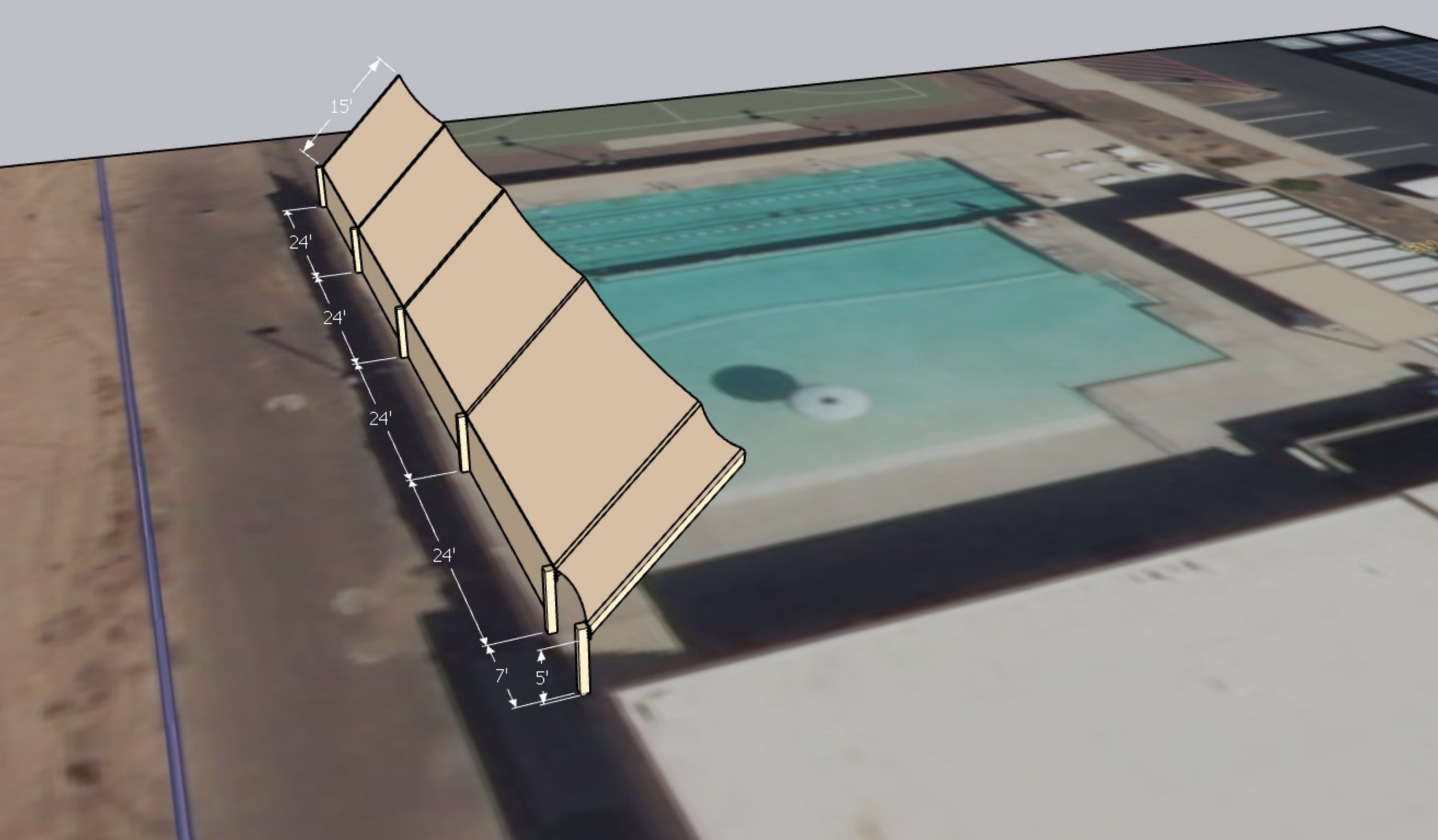
36'



12'

36'

36'



+ 12450 W Cinnabar Ave, El Mirag X

- Show search results for 12450 W Cinnabar Ave



501-45-946



15'

24'

24'

24'

24'

7'

5'

