

# Summary of Services, Terms, and Conditions

V. 12.15 (page 1 of 7)



## I. ENTIRE AGREEMENT

This contract represents the full and complete agreement between the parties and no other warranty is offered other than the one described herein. No other representations, understanding, or agreements have been made, or relied upon, other than those set forth herein. The rights and obligations contained herein may be modified in writing when agreed upon by both parties, and are for the benefit of, and are enforceable by the parties, their heirs, their personal representatives, successors and/or assignees.

It is critical that these Summary of Services, Terms, and Conditions be reviewed carefully and in its entirety as it provides further clarification regarding projects that are of a unique nature and the responsibilities of all parties, which are made part of the signed contract.

## II. OUR COMPANY

adventureTURF LLC is your Worldwide Park and Playground Company providing customers and owners with a turn-key solution for your projects success. We can complete your project from start to finish. We offer site prep, debris removal, retaining wall and drainage solutions, landscaping experience and many Playground Equipment & Safety Surface options like Poured in Place Rubber, Synthetic Turf, Rubber Tiles, Bonded Rubber Mulch, Rubberized Pool Deck and Water Play surfacing.

Having the capabilities, expertise, and experience in all these aspects – we are one of the largest nationwide installers of Poured in Place Rubber and Rubber Tiles – with our teams having installation experience for over a decade.

*“Excellence is an art won by training and habituation... We are what we repeatedly do. Excellence, then, is not an act but a habit.” ~Aristotle*

Unlike most contractors who perform a few surfacing jobs a year, our crews work on playgrounds and surfacing full-time. We have created industry leading techniques, which assure your surface is installed according to product specifications and deliver the quality and safety rating you desire.

In addition, we perform our own logistics and installations, provides seamless integrated services from Day One. For further reference throughout this contract, adventureTURF LLC shall be referred to as the “Contractor”, “adventureTURF”, “us” or “we”.

With our highly trained staff, we can oversee and schedule multiple projects, maintaining quality customer service and integrity to meet your needs – Nationwide. Finally, we believe our pricing is the most competitive in the industry based on our substantial buying power with our suppliers.

In all, this provides you with the Highest Quality Products, Superior Service Levels, Competitive Pricing, and most importantly – **A Safer Environment for Our Kids and Loved Ones.**

## III. OUR CREWS

Our crews have years of experience and annually undergo training in the latest techniques, safety procedures, and industry standards update. All crew members have undergone extensive criminal background checks, drug screening, obtained state certification of having no history of child abuse, and have completed the FBI Fingerprint Investigation Registry. These procedures allow for compliance with numerous state regulations and are our shared value with you.

# Summary of Services, Terms, and Conditions

V. 12.15 (page 2 of 7)



## IV. SAFETY STANDARDS & COMPLIANCE

adventureTURF installs safety surface at proper depths according to the face of the contract. Below are recommended surface depths to meet current ASTM HIC (head injury criteria) standards for each play structure -

<u>Fall Height</u>	<u>Surface Depth</u>
4 feet	1.5 inches
5 feet	2.0 inches
6 feet	2.5 inches
7 feet	3.0 inches
8 feet	3.5 inches
9 feet	4.0 inches
10 feet	4.5 inches

Surface depths noted above include a ½ inch top wear layer, with the remainder consisting of a shock attenuation layer. (Example: For fall heights of 6 feet, a 2 ½ inch surface is recommended, consisting of a 2 inch base (shock attenuation) layer and ½ inch top wear layer.)

Due to the many standards imposed by different regulatory bodies: federal, state, local, private and public institutions; adventureTURF and any related contractors give no opinion or advice concerning fall-zone dimensions or minimum safety clearances from existing or proposed structures.

It is the Owner's responsibility to determine the standard that must be met in their area and related rule sets. The Owner shall assume full responsibility and agrees to hold harmless, defend, and indemnify adventureTURF, and related contractors from all claims, suits, or causes of action for personal injury, death, and property damage to employees, customers, trespassers, or invitees of the Owner arising out of any allegations of negligence, fault, or strict liability on the part of adventureTURF, or other related contractors. Furthermore, the Owner shall carry and maintain necessary insurance levels to insure for the risks stated above, both during installation and upon completion.

The Owner shall be responsible for any independent safety or installation inspections. Should any changes be requested they shall be billed in addition to the stated contract unless specifically noted on the face of the contract.

Rubberized safety surface in any form is intended to lessen the risk of injury but is not a guarantee. Proper monitoring and close supervision is the best deterrent of injury and remains the responsibility of the Owner.

## ADDITIONAL INFORMATION

For additional information regarding product offerings, applications, and images of projects – please visit:

[adventureTURF.com](http://adventureTURF.com)



V. UNDERSTANDING OF PROCESS

It is critical that all parties understand the different steps necessary to complete a rubberized safety surface, as adventureTURF may be conducting all of the steps, or just a portion of them. The following is not a comprehensive list, rather a high-level overview of the process. adventureTURF believes that we provide the best value by serving as the installer of Safety Surface Applications as outlined in STEP 2 below. As a full service company, we are proud, able, and willing to serve as the contractor for all steps in the process – however believe these steps should be considered to be provided by a local landscaper, in-house maintenance staff, or as part of a community service project, as most of our projects are completed for not-for-profit and school organizations and the other steps do not require a high level of skill.

The scope of work to be completed by adventureTURF is stated on the face of the contract.

STEP 1:  
Site  
Preparation

**STEP 1 – Site Preparation:**

Excavation, drainage, and settling considerations should be addressed prior to site preparation by the Owner.

If the new Safety Surface Application is replacing a previous safety surface system, the former surface should be removed to the base which will allow for the new surface to properly bond and existing playground structures cleaned of all prior surface and debris.

For construction on unpaved surfaces: A final sub-base of crushed stone (traffic bond) is installed and compacted to a recommended minimum depth of 4”.

For surfaces being constructed on existing asphalt or concrete: Any loose debris should be removed and appropriate patching made – allowing for ample drying time before Safety Surface Application is set to be installed. Evaluation by the Owner for causes of deteriorated asphalt and concrete (moisture/drainage, heat/cold, etc.) should be investigated to prevent future decay, which if untreated could affect the future life and safety of the rubberized surface to be installed.

STEP 2:  
Safety Surface Application –  
Poured-in-Place

**STEP 2 – Safety Surface Application – Poured-in-Place:**

This application begins with the installation of our shock attenuation layer (SBR Buffing Black Base Course Rubber) at a minimum depth of 2” depending on fall height regulations of playground – see face of contract for total system depth. This layer is set to cure overnight.

Upon completion of the shock attenuation layer and curing, we then install the top wear layer at a ½” depth to the entire playground. This layer requires a minimum of 72 hours after the Contractor has left the site and completed work to cure before ready for use. It is the responsibility of the Owner to assure this time of curing is provided and supervised in order for the system to maintain its integrity, rating, and warranty.

NOTE: The face of contract states the total system depth. Based on the step discussed above, for example: a 2 ½” System includes a 2” shock attenuation layer and ½” top wear layer. Unless otherwise specified, the top wear layer is always ½” and the remainder allocated to the shock attenuation layer.

**MOST CRITICAL STEP:**  
adventureTURF Expertise & Methods  
Industry Leading.

STEP 3:  
Clean-up

**STEP 3 – Clean-up:**

A dumpster is required to be on-site for removal of waste associated with, but not limited to, prior safety surface, pallets, and other waste created as part of the project. See Section XIII. PAYMENTS & PRICING for additional discussion on this topic and the face of the contract.

Additionally, for safety surfaces installed on non-paved areas, topsoil and seed or other turf/landscape repairs may be required as part of the project. Unless specifically noted on the face of the contract, these costs and plans are the responsibility of the Owner. The Contractor will make every effort to minimize these items when efficient.

## Summary of Services, Terms, and Conditions

V. 12.15 (page 4 of 7)



### V. UNDERSTANDING OF PROCESS (cont.)

The process described on page 3 of the Summary of Services, Terms, and Conditions is a typical poured-in-place system with adventureTURF PIP System. The following are other variables which may be included as part of the contract.

#### STEP 1.5: Playground Equipment Installation

##### **STEP 1.5 – Playground Equipment Installation:**

Prior to the installation of the Safety Surface Application, any necessary playground equipment should be installed. Installation is completed based on the manufacturers' specification and typical is done by cementing posts into the ground or through the use of surface mount attachments (typically when being applied to a paved surface).

The level of effort required varies significantly based on the size and complexity of the structure selected by the Owner.

#### STEP 2.1: Safety Surface Application - Tile

##### **STEP 2.1 – Safety Surface Application – Rubberized Tile:**

Another option for recreational surfaces is pre-fabricated tiles. Typically set to be 24" x 24" square tiles with thicknesses ranging from 2 ½" to 4 ¼", this option provides a very durable option which comes in a wide variety of colors and can be installed in any pattern. The 100% post-consumer recycled material is manufactured for playgrounds. This product is IPEMA certified, similar to our Poured-in-Place option.

Installation times for this product is consistent with PIP, as locking mechanism and adhesives are used to bind these tiles, as well as reduced utilized on the edges to reduce the risk of being a tripping hazard.

#### **Handicap Accessible:**

We believe playgrounds are for everyone to enjoy, so we only work with materials that can be installed to comply with the Americans with Disabilities Act. That means our designs and installation will include edges that are beveled, ground level play components are available, and there are accessible routes, etc.



### VI. TIMING & SCHEDULING

The Contractor shall install the rubberized surface as described in this contract in a timely fashion. However the parties recognized that any number of factors, including but not limited to, weather, improper site preparation, delays in the supply chain, and/or prior contracts, may delay commencement and/or completion of the contracted work. The Owner is responsible to notify the Contractor if the site will not be ready for safety surface construction to begin.

Contractor shall not in any event be liable for any nonperformance or delay directly or indirectly caused by any factor outside the Contractor's control including, but not limited to, war, civic disturbances or riot, industrial dispute or action, action of central or local government, unavailability of materials, governmental restriction on export or import, failure to transport equipment, fuel or power, failure of supplier, carrier or subcontractor to deliver on time, storm or other bad weather, fire, flood, natural disaster or other act of God. Contractor shall attempt to give prompt notice of such factor beyond its control to the Owner. If such factor beyond the Contractor's control continues to exist beyond 90 days after the date projected for Contractor's installation hereunder or if the effects of such factor are not capable of being overcome within 90 days, Contractor may cancel this contract without liability upon notice to Owner unless other arrangements agreeable to both parties have been negotiated.

Formal scheduling and dates will be finalized once the initial payment/deposit is received.

## Summary of Services, Terms, and Conditions

V. 12.15 (page 5 of 7)



### VII. OWNER RESPONSIBILITIES

The Owner agrees that it is solely responsible for compliance with all applicable Federal, State/Provincial and local laws, ordinances, regulations, rules and standards relating to the use of the products/services stated in this agreement. This includes, but is not limited to, the following:

- Permits & Approvals – Should permits be required for the services discussed in this contract, it is the Owners responsibility to apply for and obtain such permits and regulatory approvals, prior to our commencement of work and the cost of such permits and approvals will be the responsibility of the Owner.
- Diggers Hotline – Most states require that Diggers Hotline be contacted before property is excavated, graded, trenched, dug, drilled, augured, tunneled, scraped, plowed, cabled or piped. Excavation means anything that moves, removes or displaces earth rock or other material in or on the ground. Unless otherwise noted, the Owner agrees to contact Diggers Hotline so that all necessary facilities/utilities have been marked prior to our arrival onsite, if the project warrants. Contractor is not responsible for any unmarked facilities/utilities, including, but not limited to, low voltage wiring.
- Property - The Owner certifies by signing this contract that they have the legal right to contract services to be conducted on the property on the face of the contract and are fully aware of property lines, easements, and other surveyed information and restrictions.
- Access - The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Furthermore, the Contractor shall have exclusive access to the site without interruption from other parties. Contractor will make reasonable efforts to protect driveways, shrubs, and other vegetation.
- Delays - When product delivery required for the contract is delayed for reasons attributable to the Owner or its agents after the contract schedule has been established and products ordered, storage and other additional costs will be charged to the Owner and the goods will be at the Owner's risk from the date of commencement of such delay. The Contractor reserves the right to invoice the remaining contract costs at the original date of planned installation which shall be the date of commencement of the warranty.
- Cancellation of Contract - If this contract is canceled by the Owner for any reason, Owner shall immediately notify the Contractor and reimburse them for all costs to date, with the minimum to be 10% of stated contract price. Such costs will be withheld from any deposits received.
- Reporting of Damage - Any damage to property in connection with our services is required to be reported within 24 hours of the incident or before installation crew leaves the site, whichever is first. Damage confirmed as a result of our services will be remediated as soon as reasonably possible.
- Safeguarding of Material – Owner is responsible for the safeguarding of materials upon delivery to the site, as project installation occurs over multiple days. Any losses, including time, will be the responsibility of the Owner.

### VIII. TAXES

Sales & Use Taxes - In many states, the installation of rubberized safety surface and/or playgrounds is not subject to sales and use tax. Furthermore, most customers/owners are governmental or not-for-profit agencies and not subject to such taxes. No sales/use tax has been included on the face of this contract. It is the responsibility of the Owner to determine if such taxes are payable and to remit such taxes on behalf of both the Owner and Contractor.

All Other Taxes - All Federal, State/Provincial and local taxes and similar governmental charges (other than general property and income taxes) including any interest or penalties thereon, now or hereafter imposed directly or indirectly on the Contractor or required to be collected directly or indirectly by the Contractor for the manufacture, production, sale, delivery, consumption or use of the products and services describe in this contract (including but not by way of limitation, sales and use (as discussed above), purchase, value added, gross income, excise, privilege and license taxes or fees, surcharges, Consular fees, and import and export duties) shall be the responsibility of the Owner and Owner agrees to assume responsibility for determining and remitting all such assessments.

Should Contractor be held responsible for any such taxes described above in connection with this contract, the Owner shall be liable for all taxes, including interest and penalties.

## Summary of Services, Terms, and Conditions

V. 12.15 (page 6 of 7)



### IX. WARRANTY & OTHER LIABILITY PROVISIONS

The Contractor warrants the PIP installation under this agreement for a period of three years commencing from the date of substantial completion, unless otherwise stated on the face of the contract. Annual sealing of PIP surfacing is recommended and required for warranty to remain in effect. Without annual sealing, warranty is limited to one year.

This limited warranty covers only the Contractor's obligation to replace or repair (at the Contractor's discretion) any failure of the system, not cosmetic in nature (including fading or discoloration), during the warranty period. The Contractor is under no obligation to replace or repair any portion of the surface damaged by vandalism, product misuse, abuse, alteration, failure of the base or sub-base; damage caused by sharp or blunt objects (high heels, spikes, etc.), improper drainage, normal wear and tear, including but not limited to scuffing which should be expected especially under swings and in high traffic areas; damage caused by earth movement, including but not limited to sink holes, earthquakes, and/or other acts of God. This warranty does not include discoloration or damage caused by chemical spills, unapproved cleaners, or ultraviolet rays. Do not put objects on the surface which might puncture the surface, including but not limited to picnic tables and chairs. This warranty is expressly made in lieu of any other warranties. Any alteration of the safety surface will null and void this warranty. If the contract is not paid in a timely fashion, in accordance with the terms and conditions of this contract, the warranty shall be automatically voided. Drainage issues are the responsibility of the Owner. If the play area has drainage problems including, but not limited to, being located within a drainage through-fare, a low lying or flood prone area, or an improper grade (2% minimum), these issues should be remediated before the Contractor's PIP installation crew arrives at the site. The installation crew will not evaluate the site for drainage or other issues noted. They will install the PIP at the contracted thickness (some slight variations are normal) over the existing grade. If drains, ditches, and/or dikes need to be installed, they should be constructed before the PIP installation crew arrives at the site.

Should the contract relate to other products other than adventureTURF PIP, the same provisions stated above apply, noting that the warranty period is the lesser of that provided by the manufacturer or three years (with annual maintenance by Owner performed).

### X. CONTRACTOR INSURANCE

All Contractor services are insured with Secura Insurance Company for Automobile (\$1M), General Liability (\$1M/\$2M) and Employment Liability Coverage. Our policies renew on March 25<sup>th</sup> annually. To request a copy of our policy, please contact Michael Hug with Philleo Agency Insurance, Inc. at (262) 432-4200 or MIKE@PHILLEO.com.

### XI. EXCESS PRODUCT

The Contractor typically has excess product shipped to the installation site, as well as have safety reserves maintained by the installation crew, to ensure adequate material is available for the installation and to mitigate the risk of delays. This allows for increased quality in the applications. All excess products will be removed from the site and returned into Contractor inventory, as these excess products have not been included within the contract price. Should the Owner request excess materials remain on-site, additional charges will be incurred.

### XII. WORK PRODUCT OWNERSHIP & THE USE OF IMAGES & VIDEO

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by the Contractor in connection with this contract will be the exclusive property of the Contractor. The techniques and craft employed by the installation crew are proprietary to the Contractor and considered a trade secret. Should the Owner wish to take video, pictures, or other media of the site during the installation process, it shall be provided to the Contractor prior to publication for review and approval. Furthermore, Contractor retains the right to use media provided by the Owner, as well as images obtained by Contractor pertaining to the project.

# Summary of Services, Terms, and Conditions

V. 12.15 (page 7 of 7)



## XIII. PAYMENTS & PRICING

The following are key terms applicable to all contracts:

*Deposit* – Upon receipt of deposit installation services will be scheduled and product shipment coordinated.

*Due Date* – Final payment is due 10 days after installation services are complete.

*Required Documentation* - All forms required by the Owner to be completed in order to provide payments must be provided within 5 days of contract acceptance. Owner is responsible to expedite payment and assure due date is achieved. If additional time required, additional deposits may be required at discretion of Contractor and are encouraged of Owner to mitigate late fees.

*Late Fees* – Pricing stated on the face of the contract reflects discounts based on the due dates stated above. Should these dates not be achieved, a late fee will be assessed at a rate of 2% per day of outstanding balance. Late fee provides for interest and rollback of certain discounts. Additional fees may be assessed if Contractor costs exceed these levels.

*Payment Instructions* - Please pay by ACH with CTX, CCD+ or WIRE. Include contract numbers/amounts and Owners name with the payment. Email remittance information to: [contracts@adventureTURF.com](mailto:contracts@adventureTURF.com)

Electronic funds payment detail:

Bank Name: Chase  
Bank Address: 2255 N. Calhoun Road  
Brookfield, WI 53005  
US ACH: 021000021  
US WIRE: 021000021  
Swift Code: CHASUS33  
Account Name: adventureTURF LLC  
Account Number: 698938169

Check payment payable & mailed to:

adventureTURF LLC  
P.O. Box 194  
Brookfield, WI 53008

*Surcharges* –

- **FREIGHT** – The face of the contract includes a separate charge for the shipment of product to the job site and is an estimated cost due with the initial deposit. Should the actual amount of freight exceed the amount stated on the face of the contract, it will be billed on the final invoice.
- **DUMPSTER/WASTE REMOVAL** – In order to help control costs, Contractor provides Owner the option to allow Contractor use of existing waste removal (dumpster) onsite. Should this option not be permitted or not be at the capacity required for contracted service additional charges will be assessed. If Owner determines at the time the contract is drafted that a dumpster will be required and will be the responsibility of the Contractor to obtain, the estimated cost will be stated on the face of the contract and due with the initial deposit. Should the actual amount of the dumpster exceed the amount stated on the face of the contract, it will be billed on the final invoice.
- **FUEL** - All bids and service provided are estimated based on the average cost of regular unleaded and diesel fuel not to exceed \$4.00 per gallon. Should prices exceed this level, Contractor reserves the right to assess a fuel surcharge.

*Price Increases* - Contractor reserves the right to increase the price of the products and services agreed to be sold and installed in proportion to an increase of cost to Contractor between the date of drafting/acceptance of the contract and the date of delivery/installation (including, but not by way of limitation, those relating to exchanges rates, labor, materials, transport and taxes) or where the increase is due to any act or default of the Owner, including the cancellation by Owner of part of any contract. When contracted services are conducted in a subsequent calendar year, contracted prices may be increased by inflationary increases based on the greater of items discussed above or increase in the Consumer Price Index.

*Unknown Conditions* - Contract price may be adjusted because of unknown conditions including but not limited to abnormal and/or unexpected site conditions which were not disclosed by the Owner and/or were not included in the plans and specifications.