

Revised Playground Mulch Proposals

from

Southern Recreation, Inc.

&

Bliss Products and Services, Inc.

March 14, 2017

Vesta
145 South Durbin Parkway
St. Johns, FL 32259

Glen St. Johns
Steve Howell
654-6304
Steve.howell@vestaforyou.com

100ea. Yards Cypress Playground Mulch

65-70 Yards fir back PG and 30-35 yards for pool PG

	2,400.00
Tax	Tax Exempt
Installation	<u>600.00</u>
Total Due	3,000.00

This proposal subject to acceptance within 30 days and is void thereafter.

Authorized signature *Terry Rogers* Terry Rogers, President

Accepted by _____ Date _____



Southern Recreation, Inc.

4060 Edison Avenue
Jacksonville, Florida 32254

Terry@southernrecreation.com
(O) 904-387-4390 • (F) 904-387-4391
www.southernrecreation.com



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **38627**

Sales Rep: DeWitt Gibbs
 dewitt@blissproducts.com
 O: (904) 751-0830
 F: (904) 714-6822
 C: (904) 219-7760

Glen St. John c/o Rizzetta & Company, Inc.

Date 3/15/2017 **Project** Playground Mulch for Glen St Johns

Bill To

Glen St. John c/o Rizzetta & Company, Inc.
 2806 North Fifth Street
 Suite 403
 St. Augustine, FL, 32084
 T: (904) 436-6270

Ship To

Glen St. John c/o Rizzetta & Company, Inc.
 TBA

Contact

Lesley Gallagher
 District Manager
 Phone: (904) 436-6270

Approximate Ship Date

Ship Via

Terms

Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
FCM		Engineered Wood Mulch - Delivered & Installed - Split between 2 stops	100	\$48.00	\$4,800.00

	Sub Total	\$4,800.00
	Freight	0.00
	Tax	0.00
Taxable Subtotal	Grand Total	\$4,800.00

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at BlissProducts.com/termsandconditions.html

Bliss Products and Services, Inc.
Terms and Conditions Applying to the Sale of Goods and Services

Customer: Glen St. John c/o Rizzetta & Company, Inc. **Address:** 2806 North Fifth Street
Suite 403
St. Augustine, FL, 32084

Date: 15 March 2017

Quote Number: 38627 **Amount:** \$4,800.00

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

B. Payment Terms

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. **TITLE, DELIVERY, AND RISK OF LOSS OF GOODS.** Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common

carrier for shipment. Customer must deal directly with the common carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.

2. **DAMAGE TO GOODS IN TRANSIT.** Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

3. **PROCESS TO RETURN GOODS.** The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

I. Set-off

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order,

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____
Street name & number

City, State, Zip code

By: _____

Printed name: _____

Title: _____