

Due to the many, sometimes conflicting, standards imposed by different regulatory bodies, federal, state, local, private and public, A.S.S., Inc and the Contractor give no opinion or advice concerning fall-zone dimensions or minimum safety clearances from existing or proposed structures; However A.S.S, Inc and the Contractor will furnish ASTM F1292 Fall Height Test reports to confirm that DuraTurf PIP meets or exceeds a particular fall height. It is the owner's responsibility to determine the standards that must be met in his or her area. The owner assumes full responsibility and agrees to hold harmless, defend, and indemnify A.S.S., Inc. and the Contractor 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 A.S.S , Inc or the Contractor.

**Scheduling:** The Contractor shall install the DuraTurf PIP as described in this contract in a timely fashion; however the parties recognize 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.

**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.

**Warranty & Other Liability Provisions:** the Contractor warrants the DuraTurf PIP installation under this agreement for a period of 5 years commencing from the date of substantial completion. 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, 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 subbase; 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 surfacing 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 remedied before the Contractor's PIP installation crew arrives at the site. The installation crew will not evaluate the site for drainage. They will install the DuraTurf 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.

**Cancellation of this Agreement:** If this contract is canceled by the customer for any reason, customer shall immediately notify: American Safety Surface, LLC., 815 Superior Ave. #1210 Cleveland, Ohio 44114 and reimburse them for all costs to date.

**Entire Agreement:** This contract represents the full and complete agreement between the parties and no other warranty is being offered other than the one described herein. No other representations, understandings, 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.

Signed: Chris M. Hardin - President    Date: \_\_\_\_\_    Signed: \_\_\_\_\_    Date: \_\_\_\_\_