



QUOTATION

DATE: July 7, 2015

Dant Clayton Corporation
 1500 Bernheim Lane, Louisville, KY 40210
 502-634-3626 / 800-626-2177
 FAX: 502-637-9983

QUOTATION TO:

QUOTE NO. 31284P

Matt Bostian
 Beaver Local Schools
 Beaver Local High School
 13187 OH 7
 Lisbon, OH 44432

CUSTOMER PHONE: 330-853-2523
CUSTOMER FAX:

SALES REP: Paul Riedinger
SALES REP PHONE: 614-980-6109

RE:

Football Stadium
 NJPA Purchasing Cooperative pricing
 "This P.O. is pursuant to NJPA Contract #100814-DCT"

SALES ADMINISTRATOR: Connie Carman
PHONE NO. 800-626-2177

TERMS: see below		F.O.B. Destination	DELIVERY Working Days ARO	
QTY	DESCRIPTION	UNIT	AMOUNT	
1	Home Bleachers - 15 Row 40" elevated 177' all aluminum Heavy Duty Alum-A-Stand. 1546 bench seats, 12 ADA spots and 12 ADA companion seats (ADA forward seating), 6 sections with 5 aisles with center handrails, black vinyl chain link fencing. Fully closed deck, powder coated risers and full front skirt (to hide understructure). Slip resistant decking. 1 ADA ramp and 3 sets of stairs. Home Press Box - 10' X 54' Factory Built and Assembled Press Box. Three full rooms with windows between rooms, two side entrances. Filming platform with ship stair, 10'x12' landings on each end. Full electric, lights, baseboard heat (3X), aluminum counter, vinyl siding, vinyl windows. Does not include electric hook up.			\$309,727
1	Option for to raise the Home Bleachers front aisle elevation to 56"			+ \$29,658
1	Visitor Bleachers - 15 Row 40" elevated 177' all aluminum Heavy Duty Alum-A-Stand. 1478 bench seats, 13 ADA spots and 13 ADA companion seats (inset seating), 6 sections with 5 aisles with center handrails, black vinyl chain link fencing. Fully closed deck, powder coated risers and full front skirt. Slip resistant decking. One ADA ramp and 3 sets of stairs. "No welds to break" 5 year warranty. Bolted (not welded) bleachers - will allow Beaver Local Schools to disassemble and reassemble bleachers to a new field at a later date. Includes: engineered drawings, freight and assembly (prevailing wages). Does not include foundations, permit, taxes, bonding, electrical work, site work, etc. Terms: 33% deposit, balance due upon completion of bleacher installation. Requires tax exempt certificate			\$201,830

Above prices are good for 30 days.

Signing this quotation denotes a contract when accepted and approved and will be subject to terms and conditions of this quotations. Return signed original to place an order. If sales tax is not applicable, please provide certificate of exemption. Please see attachment for general terms and conditions.

SELLER

PURCHASER

Dant Clayton Corporation _____
Paul Riedinger



DANT CLAYTON CORPORATION
TERMS AND CONDITIONS - PRICE QUOTE

- 1. Entire Agreement:** The terms and conditions as hereinafter written shall supersede the terms and conditions of Buyer's order, invoices or any other document in the event of contradiction or inconsistency herewith and no understanding, agreement, term, condition, or trade custom at variance herewith shall be binding on the Seller, unless expressly accepted in writing. Acceptance of delivery of any shipment hereunder shall constitute acceptance of Seller's terms and conditions.
- 2. Delivery and Risk of Loss:** This quote is based on current freight rates and the price for materials is subject to adjustment in the event that a change in such rates affects Seller's cost of performance hereunder. All materials shipped in accordance with the terms and conditions described in this quote are F.O.B. place of shipment.
- 3. Credit, Terms of Payment, and Order Acknowledgment:** The quote is conditioned upon acceptance by Seller and approval of Buyer's credit and/or credit arrangements satisfactory to Seller. Interest at the rate of one and one half percent (1½%) per month or the maximum rate allowed by law, whichever is less, will be charged on past due accounts. Seller may suspend the credit arrangements and refuse shipment whenever Seller believes Buyer's credit is unsatisfactory, unless and until satisfactory assurances for payment to Seller are made. The collection notion is undertaken on any unpaid amounts. Buyer agrees to pay all costs of collection and reasonable attorney fees.
- 4. Storage Fees:** A charge of one and one half percent (1½%) per month of invoice amount will be made for materials being held for Buyer's disposition.
- 5. Taxes:** Unless otherwise specified, prices do not include sales, use, excise or similar taxes or duties. If Seller should be required to pay the same, the prices will be increased accordingly.
- 6. Delays and Force Majeure:** Seller's shipping dates are approximate and Seller shall be given a reasonable time in which to make delivery of materials. In no event shall Seller be liable for any delay or damages due to occurrences or circumstances beyond Seller's control. Seller is not subject to any liquidated damages.
- 7. Unloading and Demurrage:** All unloading shall be done by Buyer. Buyer shall bear all costs of all demurrage for delays in unloading and responsibility for damages to person or property resulting from such unloading. Damages in shipping noted at time of delivery.
- 8. Examination of Materials:** Buyer shall examine materials promptly upon receipt of delivery from the carrier. It is the buyer's responsibility to inventory all items received. Buyer must notify Dant Clayton (A) within two (2) working days of receipt of materials of any shortages, damage or discrepancies from the "Bill of Lading or Freight Bill" and (B) within seven (7) working days of receipt of materials of any shortages or discrepancies from the "Packing List." Failure to advise Dant Clayton constitutes acceptance of the materials and shall relieve Seller from any claim by Buyer for shortages, damages, workmanship or quality and shall constitute a waiver by Buyer of all claims with respect to said materials.
- 9. Warranty:** Subject to the provisions as to notice in paragraph 8 above, materials are guaranteed to be substantially free from defects on material and workmanship under normal use and service for a period of one (1) year from invoice date.
THE FOREGOING WARRANTIES ARE EXPRESSED IN LIEU OF ALL OTHER REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANT ABILITY, SUITABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE MATERIALS SOLD, DELIVERED AND FURNISHED. IN NO EVENT WILL SELLER BE LIABLE FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS, INDIRECT OR CONSEQUENTIAL
- 10. Maximum Liability and Indemnifications:** To the fullest extent allowed by law, Seller's maximum liability to Buyer and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connections with the performance of this quote for any and all reason, shall be limited to the sale price of the materials sold. All other remedies, unless expressly set forth herein, are hereby expressly waived by Buyer, and Buyer acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable. Buyer agrees to investigate, defend, indemnify and hold harmless Seller from any amounts claimed or incurred, including reasonable attorney's fees, with or without lawsuit, by any person or entity against Seller for any reason in connection with or arising out of the performance of this quote.
- 11. Compliance with Applicable Laws:** Seller certifies that its materials are produced in compliance with the Fair Labor Standards Act as amended, the Fair Employment Practices Law, as amended, and the regulations and orders issued pursuant thereto. It is the buyer's responsibility to determine compliance with all state and local laws and building codes.
- 12. Lien Rights and Security Interest:** Seller retains any and all lien rights available to the fullest extent allowed by law. Buyer hereby grants Seller as a security interest in the materials sold hereunder (and any proceeds there of) which are deemed to be personal property and further agrees to execute and delivery such additional documents relating to the creation and perfection of such security interest to secure all obligations of payment of the Buyer hereunder as the Seller may request.
- 13. Seller's Remedies:** In the event of default by Buyer (1) Seller shall be under no obligation to continue the described work or make any further deliveries; (2) Seller may seek remedies in accordance with Article II of the Uniform Commercial Code and any applicable law; (3) Seller may recover from Buyer the cost of any services and materials prepared or furnished. These remedies shall be deemed cumulative and the exercise of any remedy shall not exclude any other remedy.
- 14. Assignment and Delegation:** The rights and obligations of the parties under this proposal may not be assigned or delegated, absent written agreement.
- 15. Severability:** If any of the terms and conditions of this quote are found to be unenforceable, the remaining terms and conditions shall remain in full force and effect. If any provision herein is more restrictive than permitted by applicable law, that provision shall be enforced to the extent permitted by applicable law.
- 16. Amendment:** These terms and conditions and the quote may not be amended or revised except in writing signed by a duly authorized representative of Buyer and Seller