



This proposal is presented by Rep Services, Inc.

Please make POs and contracts out to:
 Landscape Structures, Inc
 601 7th Street South
 Delano, MN 55328-8605

Please mail checks to:
 Landscape Structures SDS 12-0395
 P.O. Box 86
 Minneapolis, MN 55486-0395

Proposed To: City of Key West
 3132 Flagler Ave
 Key West, FL 33040-4602

Ship To: TBD at a later date

Bill To: City of Key West
 3132 Flagler Ave
 Key West, FL 33040-4602

Attn: Marcus Davila

Attn:

Attn: Marcus Davila

Project No: 20614 **Project Name:** City of Key West - Cozumel Park Splash **Project Contact:** Marcus Davila
Proposal No: 20614.02 **Proposal Name:** Splash Pad **Project Location:** 1208 19th Ter
Proposal Date: 3/21/2024 **Proposal Expires:** 4/20/2024 **Project County:** Monroe

For Questions Contact: Wendy Bowerman ☎ 407-853-3557 ✉ wendy@repservices.com
Consultant: Kevin Harding ☎ 407-853-3575 ✉ kevin@repservices.com

Opt/Rev: A/1 3/21/24 - WB

Vendor: LSI Aquatix **Proj Drawings:** 1184049-01-01 594547

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Custom	SITE VISIT/INSPECTION	1 EA	Line for Site visit and inspection.	4,000.00	4,000.00	4,000.00
Parts	MECHANICAL COMPONENTS	1 EA	See attached Mechanical Component sheet	4,725.00	4,725.00	4,725.00
Water Feature	AQ100767	1 EA	AquaGather Station	20,121.00	20,121.00	20,121.00
	AQ100848	1 EA	FloraSpout	4,918.00	4,918.00	4,918.00
	AQ101081	1 EA	BloomBurst Rise	11,841.00	11,841.00	11,841.00
	AQ200303	1 EA	SprayStacker	11,051.00	11,051.00	11,051.00
	AQ200499	1 EA	HydroSphere	7,364.00	7,364.00	7,364.00
Product Subtotal:						\$64,020.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:						\$2,312.00
LSI Aquatix Total:						\$66,332.00

General Terms of Sale and Proposal Summary

Net 30

Product:	\$64,020.00
Freight:	\$2,312.00
Proposal Total:	\$66,332.00

Notes

Basis of Proposal:
 Sourcewell contract has been applied to this proposal.

This proposal is for parts for the splash pad at Cozumel Park. Not included in this proposal is installation or engineering.

Please note the vendor information itemized below.

If a performance and payment bond is required, add 3% to the proposal total.
 If an owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery. If your project should include products from multiple manufacturers, each will be invoiced and taxed separately. If you require consolidated invoices, please alert your sales team.

Estimated product delivery schedule-

The lead time for your project is 20 weeks after RSI receipt of your signed order, finish selections, Credit Agreement and Deposit.

This proposal is for material, freight, and applicable tax only. Any building permits, engineering, unloading, assembly, installation, site preparation and surfacing are by others. Drivers will not unload the shipment. Purchaser must make arrangements for unloading of playground or exercise equipment, shade, and shelter product lines. In most circumstances this will require a forklift. For certain site furnishing orders, a lift gate and pallet jack may be available for an additional fee. Please alert your sales team of this need.

LSI Coastal Considerations

As is known, the location of this playground subjects the equipment to a highly corrosive environment. Daily, the equipment will receive a coating of salt spray from the Atlantic/Gulf/Intercoastal waters. This will impact the structure. We want to bring your attention to some salient factors.

1. During the fabrication process, we take certain steps to help mitigate the corrosion risk. We will apply a treatment to enhance corrosion protection at the powder coated steel weldments. These parts will be sandblasted to promote paint adhesion and improve corrosion resistance by providing an optimal

profile on surfaces, edges, and weld joints for the ProShield® finish. We will utilize powder coated aluminum posts, aluminum clamps, stainless steel hardware, polyethylene plastics and aluminum barriers wherever possible. These actions will reduce the risk of rust.

2. This equipment will require regular maintenance to minimize corrosion. We will provide instructions and an initial supply of spray paint to support this effort. You will need to keep a log of your maintenance efforts.

3. Included as part of this proposal we have submitted a copy of the Landscape Structures warranty as well as an example of a maintenance log. See the references to salt spray environments. When submitting a warranty claim, it is likely you will be asked to verify your maintenance efforts with the above-mentioned log.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of the City of Key West noted and has the requisite authority to bind the City of Key West and/or principal.

Accepted By:
City of Key West

Company Name

Authorized By

Printed Name

Date

As Its: _____ (Title)

RR



by landscape structures

952.445.5135 | 877.632.0503
aquatix.playist.com

Key West

Splash Pad Design Proposal 2/23/2023

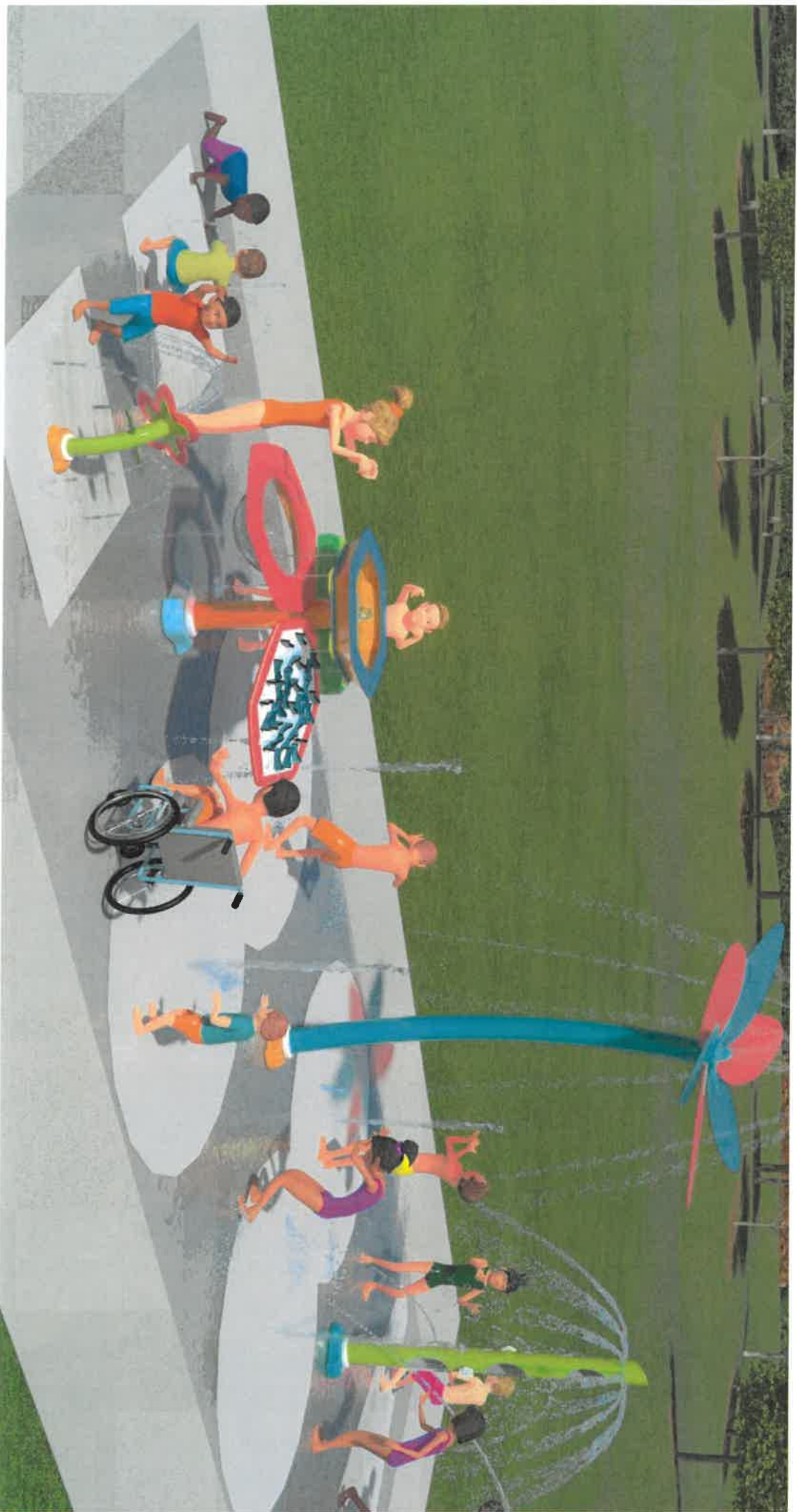
Key West

Design# 1183414-01-01 2/23/2023



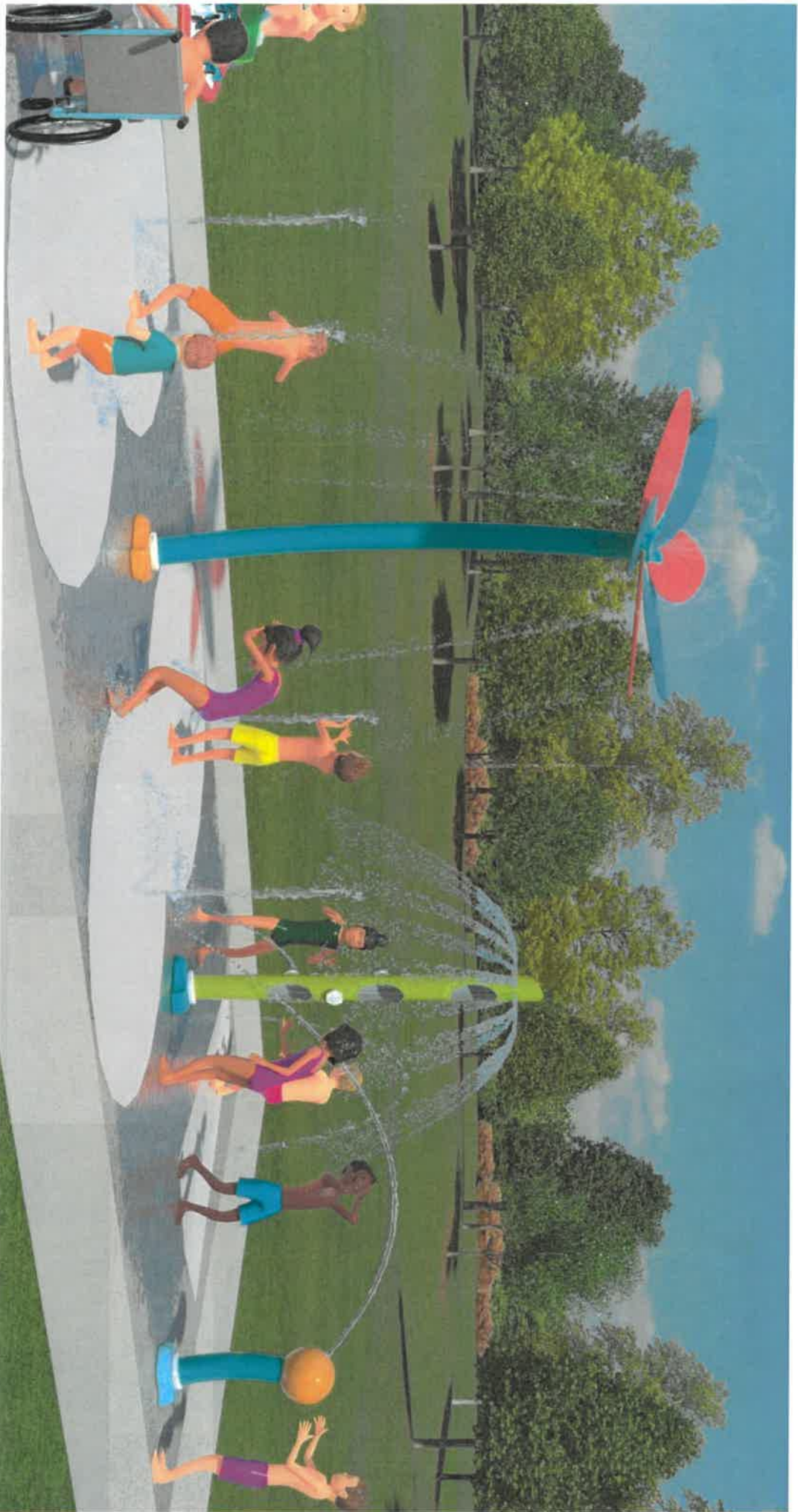
Key West

Design# 1183414-01-01 2/23/2023



Key West

Design# 1183414-01-01 2/23/2023



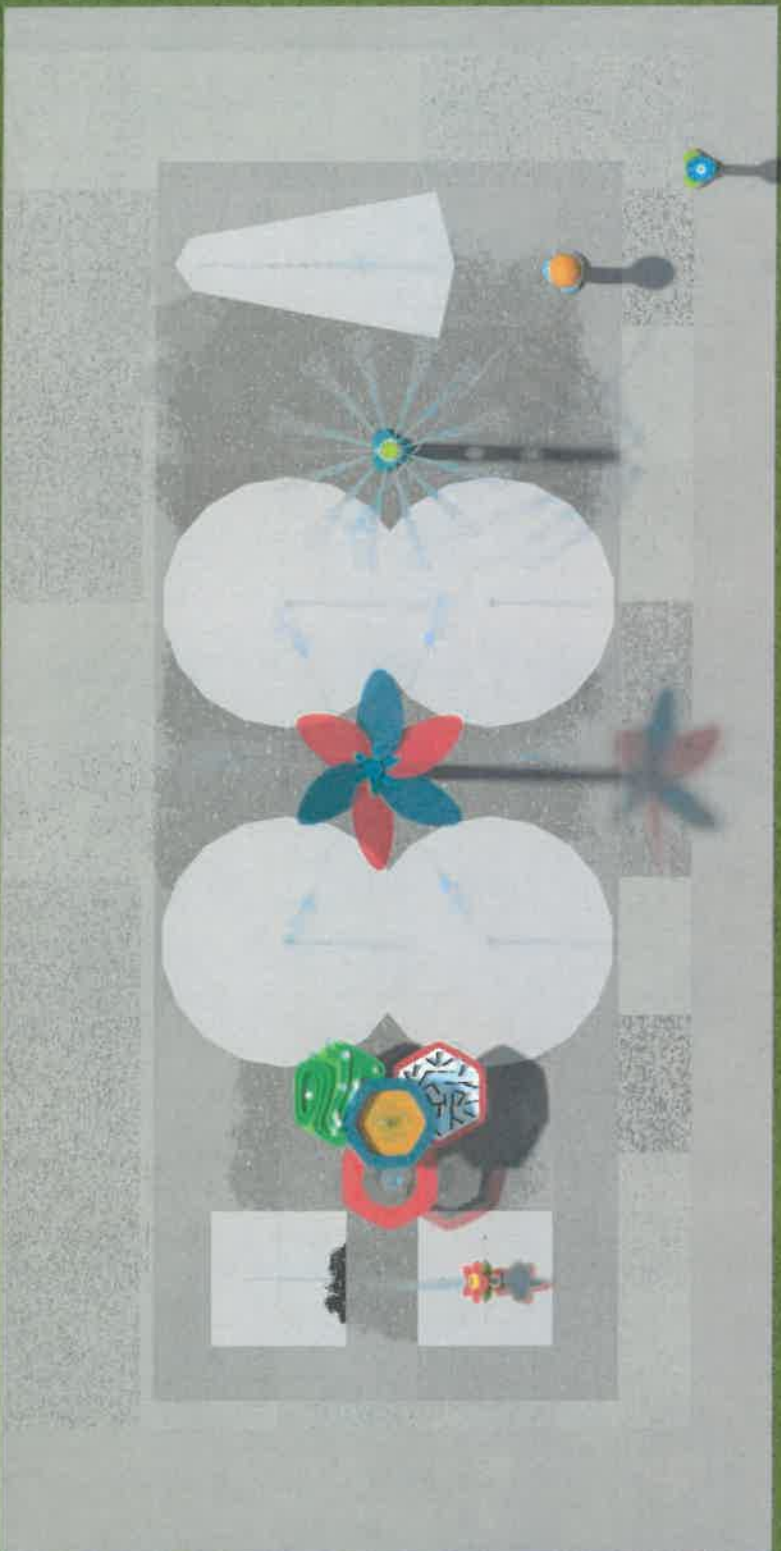
Key West

Design# 1183414-01-01 2/23/2023



Key West

Design# 1183414-01-01 2/23/2023



Key West

Design # 1183414-01-01 2/23/2023

Design Details

*Surface finishes and/or site furnishings shown are conceptual and provided by others.

Proposed Color Palette

Paint Colors



Acrylic Colors



Project Details

Dimensions
25' 0" X 50' 0"

Total System Flow Rate
48 GPM

Color Approval

Customer Signature _____

Date _____

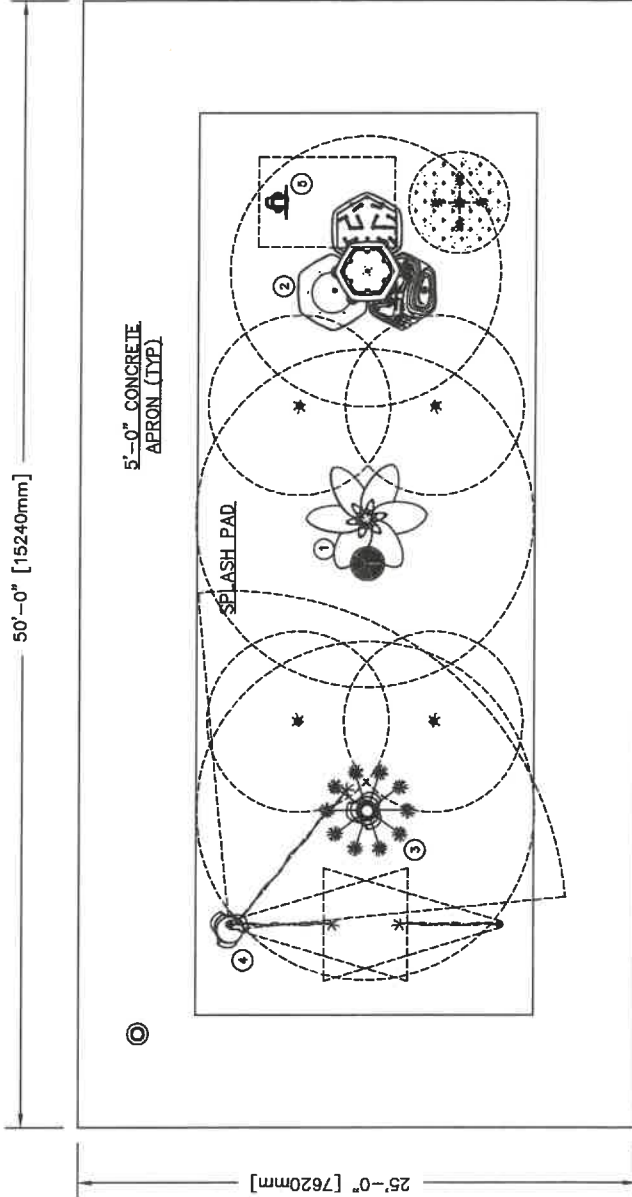
Colors shown are for representation purposes.
Consult with your Representative for actual color swatches for final color selection.

- NOTE: ALL CONCRETE SLOPES TO BE 1/8" / FT MIN. AND 1/4" / FT MAX.
- SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX DRAIN BOX REFERENCE IS 0'-0" OR TOP OF DRAIN BOX. ALL OTHER ELEVATIONS ARE REFERENCED FROM THAT POINT.
 - REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
 - THE LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
 - THE INTENT OF A SPLASH PAD IS TO BE A DRY AREA WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FINISHED AND SLOPED TO ACCOMMODATE THIS DRAINAGE.
 - ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SURROUNDING HARDSCAPE SHALL ALLOW WATER TO BE DRAIN INTO THE SPLASH PAD DECK.
 - CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
 - EXPANSION JOINT TO BE EVERY 20'-0". SAW CUT JOINT TO BE EVERY 10'-0". COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH DRAINAGE LOCATIONS.
 - ONLY PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
 - SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, AND USER BEHAVIOR.
 - 18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY.
 - CONCRETE TO BE A MINIMUM OF 6" OF GRANULAR FILL AROUND ALL PIPING.
 - CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESH (W6 ON 4"x4" SPACING OR W10 ON 6"x6" SPACING).
 - CONCRETE TO BE THICKENED AT ALL PRODUCT ABOVE GROUND STRUCTURES (BOTH EMBED AND INSTALLATION LOCATIONS). REFER TO INSTALLATION DRAWINGS FOR EACH PRODUCT.
 - SCHEDULE 80 PVC TO BE UTILIZED FOR ALL PIPING. ALL PIPING SHALL BE INSTALLED WITH LEVEL MOUNTING AREA REQUIRED FOR ALL PRODUCTS.
 - RECOMMENDED POOL WATER DEPTHS:
 - DO NOT EXCEED 6" WATER DEPTH ON GROUND SPAYS AND STRUCTURES UP TO 24" TALL
 - DO NOT EXCEED 12" WATER DEPTH ON STRUCTURES UP TO 48" TALL
 - DO NOT EXCEED 18" WATER DEPTH ON STRUCTURES TALLER THAN 48"
 - DO NOT EXCEED 12" WATER DEPTH ON MULTI LEVEL PLATFORMS. NO WATER SPRAY OR CRAWL TUNNEL TO BE UNDERWATER.

SPLASH PAD AREA: 800 SQ FT.
 APRON AREA: 450 SQ FT.
 TOTAL AREA: 1250 SQ FT.
 TOTAL FEATURE FLOW RATE: 48 GPM

PRELIMINARY
 FOR BID ONLY
 NOT FOR
 CONSTRUCTION

NO	PRODUCT	QTY	CPM	LINE SIZE
1	BLOOMBURST RISE	1	10	1"
2	AQUAGATHER STATION	1	10	1"
3	SPRAYSTACKER	1	20	1 1/2"
4	HYDROSPHERE	1	5	1"
5	FLORASPOUT	1	3	1"

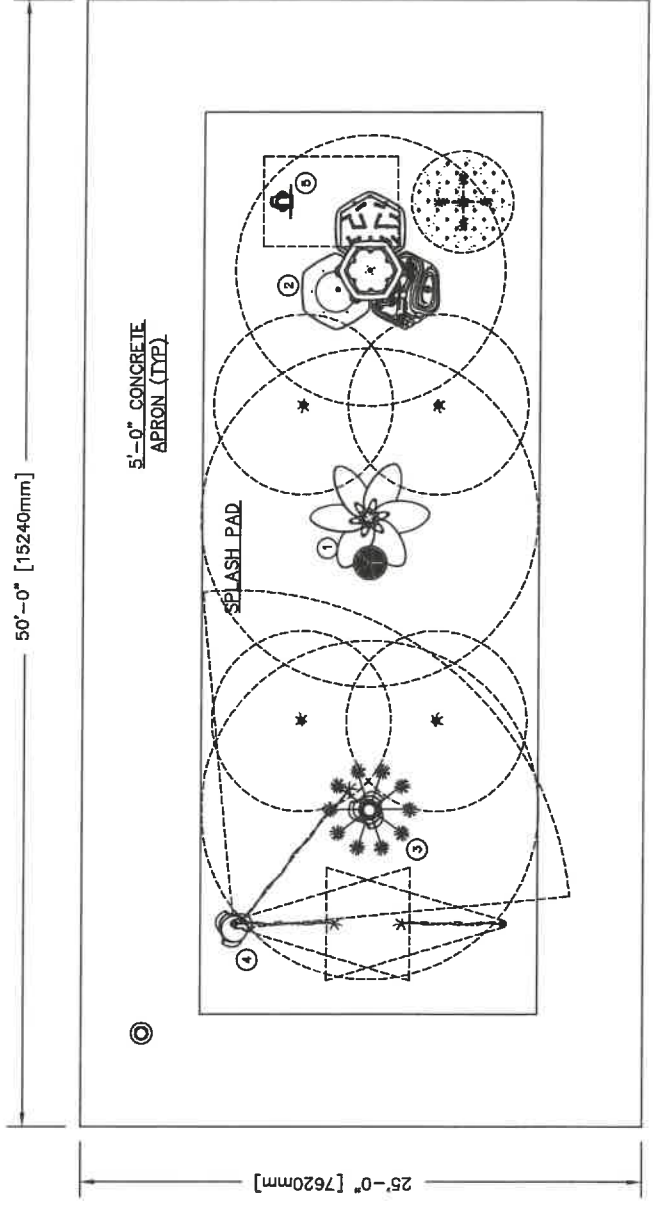


- NOTE:
- ALL CONCRETE SLOPES TO BE 1/8" / FT MIN. AND 1/4" / FT MAX.
 - SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF FINISHED GRADE. OTHER ELEVATIONS ARE REFERENCED FROM THIS POINT. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
 - REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
 - ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE INSTALLED SHALL BE DETERMINED BY ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
 - THE INTENT OF A SPLASH PAD IS TO BE A DRY AREA. ANY WATER THAT FALLS ON THE WATER IS TO BE COLLECTED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAINAGE.
 - ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF UNDERLAYMENT ALLOW WATER TO DRAIN OFF PAD. SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
 - CONCRETE SURFACES TO HAVE A MEDIUM BROOK FINISH.
 - EXPANSION JOINT TO BE EVERY 20'-00". SAW CUT JOINT TO BE EVERY 10'-00". COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH ALL EQUIPMENT LOCATIONS.
 - CONCRETE DEPTH TO VARY BY LANDSCAPE ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
 - INDICATES SPLASH ZONE.
 - SPLASH ZONE MAY VARY BASED ON ACTUAL ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DRAWINGS ARE SCHEMATIC ONLY.
 - 18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY.
 - REINFORCEMENT TO BE #4 REBAR @ 12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESH (W6 ON 4"x4" SPACING OR W10 ON 6"x6" SPACING).
 - TO BE THICKENED AT ALL PRODUCT INSTALLATION LOCATIONS (EQUIPMENT AND ABOVE GROUND STRUCTURES). REFER TO INSTALLATION DRAWINGS FOR EACH PRODUCT. SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH AND MECHANICAL SYSTEM PIPING. LEVEL DRAINAGE AREA REQUIRED FOR ALL PRODUCTS.
 - RECOMMENDED POOL WATER DEPTHS:
 -DO NOT EXCEED 6" WATER DEPTH ON GROUND SPRAYS AND STRUCTURES UP TO 24" TALL
 -DO NOT EXCEED 12" WATER DEPTH ON STRUCTURES UP TO 48" TALL
 -DO NOT EXCEED 18" WATER DEPTH ON STRUCTURES TALLER THAN 48"
 -DO NOT EXCEED 12" WATER DEPTH ON MULTI LEVEL PLATFORMS. NO WATER SPRAY OR CRAWL TUNNEL TO BE UNDERWATER.

SPLASH PAD AREA: 600 SQ. FT.
 APRON AREA: 1250 SQ. FT.
 TOTAL AREA: 1250 SQ. FT.
 TOTAL FEATURE FLOW RATE: 48 GPM

PRELIMINARY
 FOR BID ONLY
 NOT FOR
 CONSTRUCTION

NO	PRODUCT	QTY	CPM	LINE SIZE
1	BLOOMBURST RISE	1	10	1"
2	AQUAGATHER STATION	1	10	1"
3	SPRAYSTACKER	1	20	1 1/2"
4	HYDROSPHERE	1	5	1"
5	FLURASPOUT	1	3	1"





OPERATION & MAINTENANCE OF PLAY FEATURES

1.0 Description of Operation

The correct operation of your aquatic play feature requires adequate water flow as shown on the attached “Standard Layout” drawing(s) for the equipment supplied on this project.

In the event that water flow appears to be sporadic or nonexistent check the following items.

- A. To prevent equipment damage or personal injury, make certain that any residual pressure is relieved in the system piping before troubleshooting.
- B. Check the equipment for visible pipe blockage (i.e., debris, foreign objects, etc.) at the water discharge point on your play feature.
- C. Check the flow control valve position(s) to ensure that flow to the feature has not been disabled.
- D. Check the pump that supplies water to the play feature to ensure that it is operating properly and that the hair/lint strainer is not plugged.

Operating personnel are responsible for periodically sampling water discharge of the play feature and testing for safe operating levels. Determination of safe operating levels should be based on local building and health codes that are applicable within the geographic region where the equipment is installed.

2.0 Periodic maintenance and Cleaning

In addition to local regulations regarding water sample requirements additional mechanical inspections are required to ensure the safe operation of this equipment.

Inspection:

Each aquatic play feature must be rigorously inspected to ensure safe operating conditions. The recommended normal inspection schedule must include the following items:

Failure to observe the above precautions could result in serious bodily injury and/or damage to property and equipment



IMPORTANT: VISUALLY NSPECT THE EQUIPMENT ON A DAILY BASIS FOR:

1. Signs of vandalism/wear/damage/loose or missing components that would make the equipment unsafe.
2. Loose or missing fasteners (nuts, bolts, clamps, cables, screws, etc.).
3. Equipment damage (improperly secured, worn, missing, or damaged structures, support arms, brackets, protective covers, base skirts, handles, nozzles, etc.).
4. Equipment malfunction (loose, missing, worn, damaged equipment components).
5. If component replacement is required, replace with new component of same type/design. DO NOT REUSE COMPONENT.
6. It is not recommended to re-use flange mounting gaskets.
7. To prevent damage or personal injury, removal of the nozzle assembly of all above ground structures and ground spray effects is required during start-up and winterization procedures.

Cleaning:

Periodically clean exterior surfaces of equipment to remove scale or salt build-up using a non-abrasive cleaner suitable for fiberglass products. (The cleaning supplies are normally available at most home care centers and hardware stores.)

A. Washing the Equipment

1. Hose off heavy dirt or grime from equipment.
2. Mix washing solution and water per manufacturer's instructions.
3. Apply to equipment with clean wash mitt, sponge, or 100% cotton cloth.
4. Rinse off with clean water.
5. Dry with a 100% cotton cloth.

B. Waxing the Equipment (*Equipment finish should be clean, dry, and cool.*)

1. Use a soft, damp terry cloth towel or suitable applicator to apply.
2. With a damp applicator, massage product into finish. Use sparingly.
3. Allow to dry thoroughly to a powdery haze.
4. Remove haze with a soft, dry terry cloth or microfiber towel.
5. Turn towel frequently for best buffing action.

Local operating conditions will dictate the frequency of scheduled equipment cleaning.

Failure to observe the above precautions could result in serious bodily injury and/or damage to property and equipment



3.0 Start-up and Winterization

To prevent equipment damage or personal injury, removal of the nozzle assembly of all above ground structures and ground spray effects is required during start-up and winterization procedures.

If product and associated mechanical system (supply line, drain line, header, pumps, filters, etc) requires winterization, it is to be performed by either a qualified contractor or qualified maintenance personnel trained in proper winterization procedures.

Mechanical Components

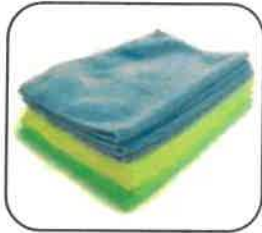
Pool Suction Mechanical Components:

1 Self Priming Pump

Feature pump to be a self priming pump capable of 100 gpm feature flow rate. Pump to be provided with integral hair and lint strainer.

Maintenance

Maintenance for splash pads is very important. Depending on the type of system you have the maintenance is different. Product maintenance is also very important. Each aquatic play feature must be rigorously inspected to ensure safe operating conditions.



Product Maintenance

Important: Visually inspect the equipment on a daily basis for:

1. Signs of vandalism/wear/damage/loose or missing components that would make the equipment unsafe.
2. Loose or missing fasteners (nuts, bolts, clamps, cables, screws, etc.).
3. Equipment damage (improperly secured, worn, missing, or damaged structures, support arms, brackets, protective covers, base skirts, handles, nozzles, etc.).
4. Equipment malfunction (loose, missing, worn, damaged equipment components).
5. If component replacement is required, replace with new component of same type/design. **DO NOT REUSE COMPONENT.**
6. It is not recommended to re-use flange mounting gaskets.
7. To prevent damage or personal injury, removal of the nozzle assembly of all above ground structures and ground spray effects is required during start-up and winterization procedures.

Cleaning

Periodically clean exterior surfaces of equipment to remove scale or salt build-up using a non-abrasive cleaner suitable for fiberglass products. (The cleaning supplies are normally available at most home care centers and hardware stores.)

A. Washing the Equipment

1. Hose off heavy dirt or grime from equipment.
2. Mix washing solution and water per manufacturer's instructions.
3. Apply to equipment with clean wash mitt, sponge, or 100% cotton cloth.
4. Rinse off with clean water.
5. Dry with a 100% cotton cloth.

B. Waxing the Equipment (*Equipment finish should be clean, dry, and cool.*)

1. Use a soft, damp terry cloth towel or suitable applicator to apply.
2. With a damp applicator, massage product into finish. Use sparingly.
3. Allow to dry thoroughly to a powdery haze.
4. Remove haze with a soft, dry terry cloth or microfiber towel.
5. Turn towel frequently for best buffing action.

Local operating conditions will dictate the frequency of scheduled equipment cleaning.

Recommended Products

- Strike Out Water Spot Remover by Renegade Products
Follow manufacturers instructions.

-Lime Away

5 parts water to 1 part Lime Away. Rinsing with clear water.



Maintenance

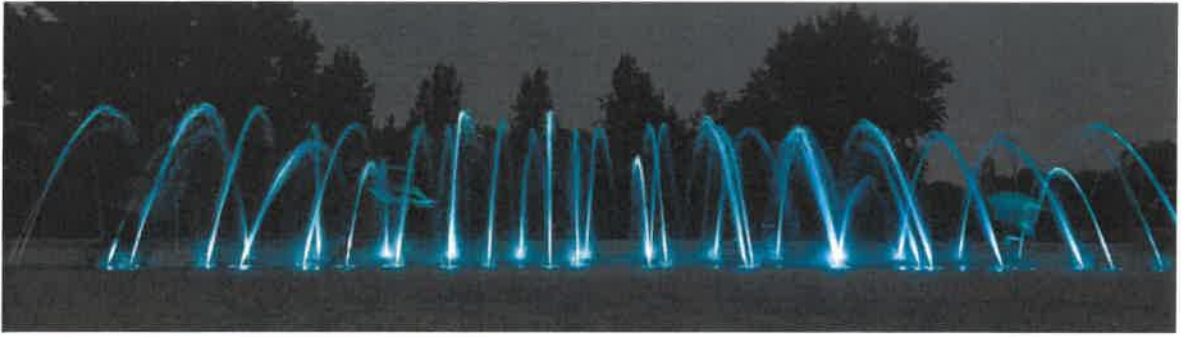
Touch up Paint

Step by Step Process:

1. Substrate should be free of grease, oil, dirt, fingerprints, rust, scale, oxidation, any contamination, and surface passivation treatments to ensure optimum adhesion and coating performance properties using the cleaning method described in step A above.
2. If product(s) have been in use in the field and a damp cloth is not effective in cleaning rust, scale or oxidation, use a 50/50 mix of vinegar and water to clean the surface to be painted.
3. Paint comes in 2 parts. Unmixed paint has a shelf life of 2 years. Paint should be stored indoors in the sealed container it's received in. Store touch up paint containers at temperatures 40-120 deg. Fahrenheit.
4. Paint must be mixed prior to applying. Please refer to the safety Data sheet provided with paint for details around hazards, safety, handling and other characteristics.
5. All Products should be installed prior to applying paint as it dries quickly once mixed. Once mixed, paint has a pot life of 2 hours or until it hardens.
6. Create a 5:1 (paint: catalyst) mixture. To achieve the correct ratio, pour 1/4oz catalyst/hardener into the colored paint bottle. (supplied bottles all have 1oz of product. Bottles of catalyst/hardener can catalyze 4 bottles of colored paint) This will create 1-1/4oz of mixed paint for touching up products.
7. Shake paint container well to mix.
8. Apply sparingly and in only damaged areas using application brush included with paint. Best practice is to touch up products all at once at the end of the day. Allow 12 hours to dry before use.

*Recirculation System Enclosures only: Touch up paint using provided aerosol spray cans.





Aquatix® by Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

25-Year Limited Warranty All stainless steel and fiberglass structures against defects in workmanship and materials.

5-Year Limited Warranty All brass and stainless steel components, including spray nozzles, spray caps and spray heads. Landing pad material against defects in workmanship and materials. Glass Fiber Reinforced Concrete (GFRC) structures or GFRC exterior defects—exclusion includes scale buildup, efflorescence, hairline cracks (defined by anything wider than a nickel in width) and spalling, flaking or wear and tear to paint coat due to traffic locations.

2-Year Limited Warranty All moving parts, finishes, hardware, polyurethane collars, acrylic and plastic panel attachments. HydroLogix® System components against defects in workmanship and materials. Does not cover any clouding of paint/clear coat due to improper chemicals, pool additives or pool cleaning products. High pressure power washing is NOT recommended on GFRC components.

1-Year Limited Warranty All mechanical system components against defects in workmanship and materials. Landing pad installation. All LED/Jumping Jet Can internal components.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the product is erected to conform with Aquatix' installation instructions and maintained according to the maintenance procedures furnished by Aquatix by Landscape Structures Inc.



2024 Aquatix® Product Warranty

You have our word.

More than just a contract, our warranty is our personal commitment that you'll be satisfied with your purchase now and well into the future. As an employee-owned company, we take great pride in the quality of everything we make. And we're so confident that you'll be delighted with your purchase that we back our products with the most comprehensive long-term warranty in the industry. It's just one more way that we show how much we care about our customers and communities.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Aquatix by Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Aquatix by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Aquatix by Landscape Structures Inc. 1101 McKinley Parkway, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2024



Terms of Sale

PRICING: Aquatix by Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit; net 30 days from the date of the invoice; 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Aquatix by Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All products are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures Aquatix consultant.

SERVICE: We have knowledgeable, qualified aquatic consultants throughout the world who are available to help you before, during and after the sale. Aquatix by Landscape Structures has splash pad designers with 2-D and 3-D drawing capabilities that can design a splash pad that meets not only your needs, but ASTM, CPSC standards and the Model Aquatic Health Code as well.

RETURN POLICY: As an indication of our commitment to our customers, Aquatix by Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are

custom parts, as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures Aquatix consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

CUSTOM STRUCTURES: Aquatix by Landscape Structures creates detailed sculptures and all final products are done to the best of our abilities within the manufacturing time span we have to create such products. It should be clearly understood that the finished products may vary slightly from any drawing or reference pictures shown throughout the concept process. Changes can be made for any of the following reasons: ASTM standards, best and safe practices for play environments, age range of user group, structural concerns to include shipping, handling and placement of sculptures, appropriate and adequate space for plumbing and nozzle locations.

PLEASE CONTACT US AT:

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