



**ROUNDPEN COVER CONTRACT**  
CCB#EQUINECL943QL

2/12/2014 last updated

**A.) STANDARD Freestanding Unit Specifications:** Intended purpose : roundpen cover only

- o Standard rafters, 2x4" galvanized GatorShield tubing trussed with 2x3" GatorShield steel tubing.
- o Perlins, 2x3" and 2x2" galvanized GatorShield tubing.
- o Standard uprights, 2x4 galvanized GatorShield tubing.
- o Circumference tubes, 2x3" galvanized GatorShield tubing.
- o Center Compression Ring -3/8"x5" steel plate welded assembly
- o 18oz. architectural vinyl
- o 6 ft. diameter wind vent with 8ft. diameter umbrella.
- o All bolts and hardware at stress points.
- o Standard Ratchet System
- o 4 1/2/12 pitch, 10ft. Sidewalls.

\*(Galvanized Gatorshield brand pipe is unpainted)

**B.)Shipping and Delivery:**

Freight charges for said kit materials to erection site are to be paid in full @\$3.00 per loaded mile from Monroe, WA by Equine Concepts to job site. Due to gas/diesel fluctuations, prices may vary accordingly. Equine Concepts will arrange for the delivery of kit materials within a timely manner, usually, but not limited to, 10-12 weeks upon receiving signed contract and required Deposit(s)see **section G**. Customer shall provide a suitable site for proper access of tractor/trailer unit and provide labor/equipment deemed necessary to properly unload said materials. A freight company or other arrangements may be chosen by customer at customer's expense. Due to the fact that out of state residents do not get charged sales tax, this usually offsets the cost of shipping. Canadian residents will be responsible for customs duties, taxes and custom brokerage fees.

*(Minimum delivery fee of \$300)*

**C.)Erection/Installation:**

Equine Concepts Charges a fee to install the **STANDARD Freestanding unit** (see **section A.**) for **WA residents ONLY**.

- |                              |                              |
|------------------------------|------------------------------|
| 1.)30ft. install fee \$2,000 | 4.)60ft. install fee \$5,000 |
| 2.)40ft. install fee \$3,000 | 5.)62ft. install fee \$6,000 |
| 3.)50ft install fee \$4,000  |                              |

EC will provide labor, scaffolding, cement, and tools deemed necessary for the erection of above said unit. Customer shall provide an adequately leveled and prepared site for erection and

installation of said kit. Re-setting, accessories and customization will be extra. EC shall not be held liable for any delay due to circumstances beyond its control including acts of God, casualty, injury, general unavailability of materials or unprepared site. Fully read the installation manual prior to construction. Improper installation or failure to follow manufacturer's instructions, directions, illustrations and drawings could result in ultimate structural failure and WILL VOID the warranty.

**1.) The Equi-Covers** are sold in **kit** form for all out of state customers and come with instructions to allow customer to install the cover themselves or by a Contractor in their area with the option to have an Equine Concepts installer **consult** with the contractor or customer and supervise the project for a minimum fee of \$800 per day (maximum of 8 hrs. per day) plus reasonable travel expenses including flight, hotel, car- rental, food. WA residents also have the option to buy the kit.

**2.)** Custom work and installing accessories will be **\$65.00** per man hr. plus material and will be billed accordingly which includes installing wood, screen and gates. Prices stated herein may change. We will advise customer of any changes. Due to the steel market fluctuations, prices may vary accordingly.

**D.)Permits/Authorization:**

It is the responsibility of the customer to find out the laws governing their state/counties concerning permits and inspections from their local Building Department . Customer shall be responsible/pay for any required inspections and/or permits. It is the sole responsibility of customer to provide Equine Concepts with proof of building authorization if a permit is needed.

**E.)Plans and Specifications:**

Authorization for use of Plans and Specifications which may be supplied by Equine Concepts will be provided exclusively to the customer named herein as a means to obtain a permit if necessary for only the construction of the listed structure at the site address listed herein. Said plans and specifications are to be utilized only in the process of erecting the kit materials at that exact site. There will be no acceptance of design or engineering changes.

**F.)Performance Disputes:**

The customer agrees that any and all disagreements and/or disputed relative to the proper performance of this proposal/contract shall be settled before a third party independent Arbitrator located in King County. Time is of the essence and both parties agree to make every effort possible in furthering the settlement of said dispute. Both parties agree to accept that arbitrated settlement of any dispute as final and binding, and will have no further recourse against the other party. Customer shall be responsible for all legal and attorney fees.

**G.)Deposit(s)/Payments:**

A deposit is required in the amount of *sixty percent* (60%) of total cover price amount and shall be submitted and made payable to Equine Concepts, LLC singularly in the form of personal check, certified bank draft, electronic transfer or credit card by customer along with signed proposal/contract and proof of building authorization (if needed) PRIOR to preparation of plans and kit fabrication. If there is a termination and/or cancellation, at no fault of Equine Concepts, after deposit and proposal are received, there is a "NO REFUND" policy of deposit. The deposit is used to purchase the material for the Equi-Cover Kit immediately upon receiving the deposit. **Final payment, consulting or installation fees shall be paid upon completion of fabrication of kit**

**material. Customer will be notified approx. 7-10 days before Cover is to be shipped, at which time the remaining balance ( less consulting/installation) will be due. Cover will not be shipped with an unpaid balance. Please note there is a credit card fee of 1.5% of total purchase price for credit card users.**

See **Erection/Installation** for any fees that may be incurred during the construction of cover not included in the kit that customer shall be responsible for. Custom work will be extra: (man hrs. and material). Shipping/installation and any other additional fees (see **section C.**) incurred will be paid immediately upon completion of or delivery of cover to Customer.

In the event that a cover is completed with an unpaid balance Equine Concepts, LLC has the right to either demand full payment immediately or the EC Cover may be repossessed by an EC agent from the customer within **60** days of completion. Contract and Warranty will be null and void and there will be no reimbursements to customer. Any damage to property due to a repossession of cover shall be customers sole responsibility. Customer will be liable for any attorney fees.

#### **H.)Pro-Rated Warranty:**

Equine Concepts provides a five (5) year limited pro- rated warranty of workmanship from date of delivery of kit material for steel frame and a ten (7) year pro-rated limited warranty for material and workmanship on the Vinyl.

Warranties do not cover any damage due to snow load. Warranties do not cover damage from winds above 55 miles per hour. Warranties do not cover any damage due to usage of cover other than its intended purposes. EC shall not warrant damage due to circumstances beyond its control including natural disasters, damage from vehicles or machinery, misuse and abuse or failure of customer to provide adequate general maintenance. Equine Concepts will NOT be held responsible for any damage to product/persons/livestock/ or property and it is customers sole responsibility of liability under the event that the EC cover is altered, removed or re-installed at a different location. No warranty transfer to new ownership due to property sale and/or selling of and removing/reinstallation of unit. **SPECIAL NOTICE!!** Equine Concepts is not responsible for product failure due to fire or excessive weather conditions such as snow, wind, or hail. EC reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold. **Consumer, by virtue of assembly of the building kit, acknowledges the temporary design nature of the structure.**

#### **I.)Acceptance:**

I/we the Customer(s) as named herein has read, understands and accepts the entire specifications and conditions stated in this proposal/contract for ONLY the Equine Concepts Round pen Cover. I/we agree to the deposit and payment terms as specified in this proposal/contract. I/we understand that after Equine Concepts has received the deposit of 60% of cover price with a building authorization(if needed) and this signed and dated document, only then will any plans or fabrication of cover be started. Absolutely no order will be processed without having met these terms.

**Basic Freestanding Unit (see section A. for specifications)**

**Base Price:**

<u>Diam (size)</u>	<u>18oz Vinyl</u>
62ft Standard 18 uprights	\$32,000
60ft Standard 16 uprights	\$25,000* Most Economical
50ft Standard 14 uprights	\$19,000
40ft Standard 14 uprights	\$13,000
30ft Standard 14 uprights	\$9,000

**Vinyl Color Options:**

- White
- Sand
- Steel Grey
- Green

**STEP 1: Choose Diameter**

\_\_\_\_\_ \$ \_\_\_\_\_

**STEP 2: Choose Color**

\_\_\_\_\_ Vinyl

**STEP 3: Accessories:**

1 1/2"x 5' Galvanized Angled Channel for wood: \$75 per upright  
(longer lengths available, 2x6" T&G & 4x4x8' posts recommended) \$ \_\_\_\_\_

6' Galvanized Gate Frame with spring loaded latch, 1 1/2" channel,  
gate post and adjustable heavy duty hinges: \$525 (wood not included) \$ \_\_\_\_\_

5' Wide 60% Sunblocker Nylon Weather Control Screen  
w/grommets: \$4.25 per linear ft. (wider widths available) \$ \_\_\_\_\_

22" HID High Bay Light fixture: \$425  
(Quad volt ballast, 120v/208v/240v/277v) \$ \_\_\_\_\_

**STEP 4: Shipping & Installation**

A.) Shipping @\$3.00 per loaded mile from Monroe, WA to job site (see also **Section B.**)

Number of Miles: \_\_\_\_\_ Total price for Mileage \$ \_\_\_\_\_

B.) Installation \$ \_\_\_\_\_ for WA residents only (see **Section C.**)

C.) Custom Work (see *Section C*. To be billed accordingly)

D.) Consulting Services (see *Section C*. To be billed accordingly)

**STEP 5:** Total Cost (please include accessories)

A.) Discounts: \$\_\_\_\_\_ (if applicable)

B.) **GRAND TOTAL:** \$\_\_\_\_\_ **NON-WA** Residents

C.) **TAX: WA** residents add 8.8% to your grand total.

**TOTAL w/TAX:** \$\_\_\_\_\_ **WA** residents only

**STEP 6:** Deposits & Signatures

A.) Required 60% **DEPOSIT:** \$\_\_\_\_\_ (See *Section G*)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Customer - Print Name

By: \_\_\_\_\_  
Customer - Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
*Roundpen Cover Site Address if different from above*

Accepted :

By \_\_\_\_\_  
Equine Concepts, LLC

Date \_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_

I/We understand and consent to our cover, our name and any supporting testimonials being used by Equine Concepts, LLC for marketing and advertising purposes for an undetermined period.

By: \_\_\_\_\_ Customer Signature and Date

ADDENDUM

All material is guaranteed to be as specified. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

END OF CONTRACT

**Equine Concepts, LLC**  
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