

DATE: 12/11/2024

Page: 6

BID NO.: 50-00146945

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 6/30/25

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

10-14 weeks ARO

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 56059

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Bliss Products and Services, Inc.

ADDRESS: 10831 S. Sweetwater Rd.

CITY, STATE: Lithia Springs, GA ZIP: 30122

TELEPHONE: (800) 248-2547 FAX: (866) 920-1915

EMAIL ADDRESS: info@blissproducts.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: 2

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 174,597.00

AUTHORIZED SIGNATURE: Gregg Bliss

TITLE: President

Gregg Bliss
Printed Name

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

DATE: 12/11/2024

INVITATION TO BID FROM JEFFERSON PARISH - continued

Page 7

BID NO.: 50-00146945

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>LABOR & MATERIALS NEEDED TO DELIVER, FURNISH, AND INSTALL ALUMINUM BLEACHERS AT VARIOUS PLAYGROUND LOCATIONS FOR THE JEFFERSON PARISH DEPARTMENT OF PARKS AND RECREATION</p> <p>0001- LABOR & MATERIALS TO FURNISH, DELIVER & INSTALL SEVENTEEN (17) ALUMINUM BLEACHERS AT VARIOUS PLAYGROUND LOCATIONS BELOW:</p> <p>WAGGAMAN PLAYGROUND (10 BLEACHERS) 516 DANDELION STREET WAGGAMAN, LA 70094</p> <p>WOODMERE PLAYGROUND (4 BLEACHERS) 4100 GLENMERE DRIVE HARVEY, LA 70058</p> <p>BELLE TERRE PLAYGROUND (3 BLEACHERS) 5600 BELLE TERRE ROAD MARRERO, LA 70072</p> <p>SITE VISIT CONTACT: JARETTE CARMOUCHE 504-349-5000 OFFICE 504-296-0039 CELL</p>	\$ <u>174,597.00</u>	\$ <u>174,597.00</u>

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Bliss Products and Services, Inc.
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Bliss Products and Services, Inc
INCORPORATED, DULY NOTICED AND HELD ON 1/9/25,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Gregg Bliss, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.



SECRETARY-TREASURER

1/9/2025

DATE

Non-Public Works Bid

AFFIDAVIT

STATE OF Georgia

PARISH/COUNTY OF Douglas

BEFORE ME, the undersigned authority, personally came and appeared: Gregg
Bliss, (Affiant) who after being by me duly sworn, depose and said that
he/she is the fully authorized President of Bliss Products and Services, Inc. (Entity),
the party who submitted a bid in response to Bid Number 50-00146945, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ✓

there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____

Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B ✓ _____

There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

August

Signature of Affiant

Gregg Bliss

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 9 DAY OF JAN, 2025.

Donna Moore

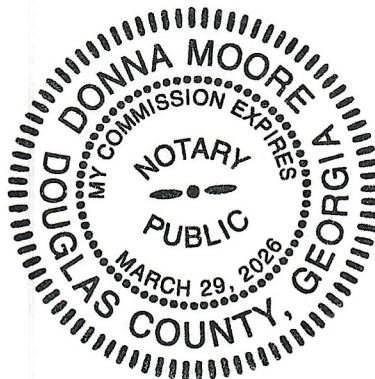
Notary Public

Donna Moore

Printed Name of Notary

Notary/Bar Roll Number

My commission expires 3/29/26.



APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed prior to award. (5000146945 – Labor and Materials Needed to Furnish, and Install Aluminum Bleachers at Various Playground Locations for the Jefferson Parish Department of Parks and Recreation)

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Gregg Bliss, hereby certify on
(name and title of bidder's official)

behalf of Bliss products and services, Inc. that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 9 day of JAN, 2025.

By Gregg Bliss
(signature of authorized official)

President
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed prior to award. (5000146945 – Labor and Materials Needed to Furnish, and Install Aluminum Bleachers at Various Playground Locations for the Jefferson Parish Department of Parks and Recreation)

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Gregg Bliss

(Name and Title of bidder's official)

Bliss products and services, inc.

(Name of bidder/company)

6631 S. Sweetwater Rd.

(Address)

Lithia Springs, GA 30122

(Address)

PHONE 800-248-2547 FAX 916-920-1915

EMAIL info@blissproducts.com

Gregg Bliss

Signature

1/9/25

Date



About Bliss Products and Services, Inc.

Bliss Products and Services, Inc. has been in the recreation business since 1984. Not only have we survived over thirty years in an ever changing market, but we've undergone tremendous growth that has enabled our organization to expand from servicing a few states to being a formidable presence in the Southeast.

We take pride in this growth, which can be directly attributed to our "low key" and customer focused sales solutions. BPS provides exceptional customer service and quality recreational equipment. Thirty years in the industry has enabled us to develop long term relationships with vendors, clients and our sales force.



Our team has experience in design and development of all types of play environments. Our services include custom design consultations, site evaluations, budgeting, and installation. We are CPSI certified, industry trained, customer oriented, and committed to ensuring that our customers are treated as a part of our team.

You'll find our sales representatives, inside sales support, and install team are enthusiastic, responsive, and ready to work with you at your convenience.



BPS Product Offerings

With the wide variety of products offered at Bliss Products and Services, Inc., (BPS) we are able to propose a solution for all of your recreation equipment needs: playground equipment, playground surfacing, shades, shelters, bleachers, dog parks, outdoor fitness, site amenities and athletic equipment.



PLAYGROUND EQUIPMENT

BPS is the exclusive distributor for Play & Park Structures in the Southeast. Play & Park Structures is owned by Playcore, Inc. By joining the Playcore family of companies, BPS is able to ensure our customers always receive an outstanding product, a competitive price and excellent customer service.

We also represent : BigToys, UltraPlay, Sportsplay, and Elephant Play



DOG PARKS, SITE AMENITIES, ETC.

By incorporating a dog park within your recreational area, you can create an environment that allows all family members to play, socialize, and get the physical activity so critical to health and well being.

Adding other site amenities, such as trash receptacles and benches, to your site, you can provide comfortability and cleanliness.



SHADES, SHELTERS & MORE

Shade is becoming more and more of an important part of any recreation environment. Fabric shades over a playground, dog park, or over a pool can provide relief from the sun while being active. Metal or wood picnic shelters, paired with picnic tables and grills, are a great addition to serve as a gathering space for the community.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759	CONTACT NAME: Meg Stover PHONE (A/C, No, Ext): 770-382-8954 FAX (A/C, No): 770-386-4081 E-MAIL ADDRESS: MStover@hdins.com														
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Cincinnati Specialty Underwriters</td><td>13037</td></tr><tr><td>INSURER B: Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER C: Sentinel Insurance Co, Ltd</td><td>11000</td></tr><tr><td>INSURER D: Certain Underwriters at Lloyd's, London</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Specialty Underwriters	13037	INSURER B: Twin City Fire Insurance Co.	29459	INSURER C: Sentinel Insurance Co, Ltd	11000	INSURER D: Certain Underwriters at Lloyd's, London		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 83597582**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract & XCU <input checked="" type="checkbox"/> \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CSU0024940	1/17/2025	1/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UECKN3349	7/29/2024	7/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			CSU0024939	1/17/2025	1/17/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Occur/Aggregate \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			20WECAT3242	7/29/2024	7/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	IM-Installation			20SBAZT2793	4/19/2024	4/19/2025	\$100,000
D	Professional Liability			HPL24-0075	4/28/2024	4/28/2025	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability			CSU0202058	1/17/2025	1/17/2026	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDERBliss Products & Services, Inc.
6831 S. Sweetwater Rd.
Lithia Springs GA 30122**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. L. Daniel

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY HDINS, Inc dba Harry Daniel Insurance		NAMED INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** ACORD 25 (03/16)**HOLDER:** Bliss Products & Services, Inc.**ADDRESS:** 6831 S. Sweetwater Rd. Lithia Springs GA 30122

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia statute OCGA 33-24-19.1.

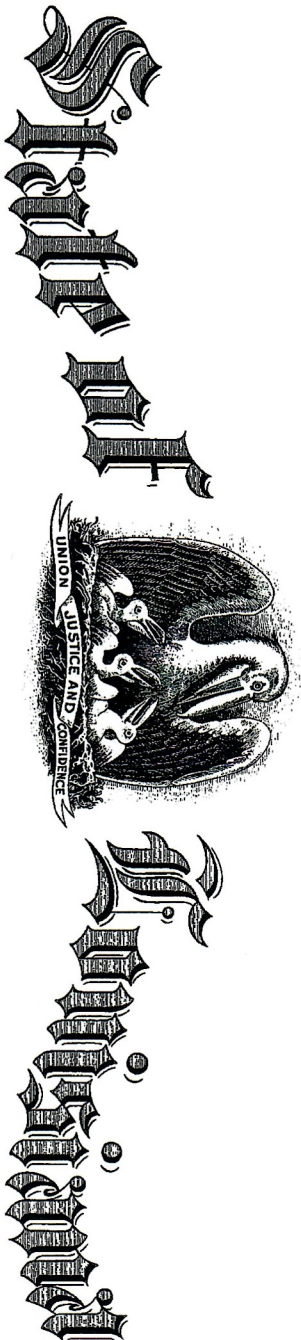
GENERAL LIABILITY: Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA437 12/13.

GENERAL LIABILITY: Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

AUTO LIABILITY: Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, HA9916 12/21.

EXCESS LIABILITY: General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSCX 207 10/20.

WORKERS' COMP: Waiver of subrogation when required by executed written contract per form, WC000313.



State Licensing Board for Contractors

This is to Certify that:

BLISS PRODUCTS AND SERVICES, INC.
6831 S. Sweetwater Road
Lithia Springs, GA 30122

is duly licensed and entitled to practice the following classifications

LIMITED SPECIALTY SERVICES



Expiration Date: November 1, 2025

License No: 56059

Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of November 2023

Director

Chairman

Treasurer

This License Is Not Transferrable

ABOUT US

 >> About Us

National Recreation Systems is a leader in Angle Frame Bleacher System innovation, design, and manufacturing.

Our industry leadership is based on providing unsurpassed service to our customers, quality products at competitive prices, and a professional “We Do What We Say We’ll Do” attitude.

Our Promise to Customers:

NRS is committed to fabricating quality products and meeting customer contract requirements in a timely manner. As a demonstration of our commitment, NRS will strive to provide customers with high-quality installations and customer service which exceed expectations and promote customer satisfaction.

Find our bleachers at Universities, High Schools, Race Tracks, Parks, Ball Field Diamonds in every state and numerous countries across the world. Our bleacher systems, press boxes, picnic tables, and benches have become the industry benchmarks. With over twenty years in the industry and a winning dealer network, we will continue to provide our customers with the latest in quality aluminum seating.

Sales Office

National Recreation Systems

1300-D Airport North Office Park

Fort Wayne, IN 46825

Distribution

NRS Distribution Center

4035 South Pipken Road

Lakeland, FL 33811

WARRANTY

National Recreation Systems, Inc. ("company") warrants to owner ("owner") products to be free from defects in material and workmanship, after proper assembly, and under normal conditions for the type of product, according to the following terms and conditions:

- A) 1 YEAR WARRANTY - failure of structural strength of any framework component.
- B) 5 YEAR WARRANTY - aluminum plank will not blister, crack, peel or flake due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
- C) The warranty period shall begin from the date title to the goods passes to the owner (typically F.O.B. Factory).
- D) Damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance or other causes beyond the control of the "company" are excluded.
- E) Any claim for defects covered by warranty shall be promptly presented, in writing, to NATIONAL RECREATION SYSTEMS, INC., Fort Wayne, IN 46858-1487, Attention: Warranty Service Department. The "company" then shall provide "owner" written instruction for remedy.
- F) Should defects covered by warranty occur the "company" shall repair or replace, at its option and at no cost to the "owner", the defective "product" or defective portion thereof subject to the terms and conditions of the warranty.

The "company" shall not be liable to the "owner" for consequential damages for breach of any written or implied warranty on its "products", and shall not be liable to the "owner" for any incidental damages, for breach of any written or implied warranty unless incurred by the "owner" because the "company" did not perform any remedy hereunder within a reasonable time or because the "company" has imposed an unreasonable duty upon the "owner" as a condition of securing any remedy hereunder. "Owner's" exclusive remedy and damages shall be limited to the repair or replacement of defective "products" as provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

This writing contains the entire agreement between the "company" and the "owner", and the warranties expressed in the first paragraph herein excludes all other warranties, such as those made by dealers, distributors, contractors, or applicators of the "products" of the "company".

All warranties, either expressed or implied, of merchantability of fitness for a particular purpose are limited to the term hereof. Some states do not allow limitations in how long an implied warranty lasts, therefore, the above limitation may not apply to the "owner".

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Effective on any product shipped on or after 10/2012.