

## PRODUCTION PROPOSAL

<b>TODAY'S DATE:</b>	<b>JOB NAME:</b>
<b>EST. START DATE:</b>	<b>JOB LOCATION:</b>

**1. Parties to this agreement:**

**Seller:** Shazeebo

**Buyer:**

**2. Proposed goods and quantity to be sold by Seller to Buyer:**

a. **Details:** see attached Estimate

b. **Specifications:**

<b>Fabric Type:</b>	<b>Post Size:</b>	<b>Bracket Qty:</b>
<b>Fabric Color:</b>	<b>4"x 4" Qty:</b>	<b>Cafe Lights:</b> Warm White OR Color / Black OR White String
Alnet/Dualshade Color Up:	<b>6"x6" Qty:</b>	
<b>Hems:</b> Up or Down	<b>Post Color:</b> Standard - Brown BR47	
<b>Number of Sails in Project:</b>	<b>Custom Color:</b>	

Top View:	Side View:
Side View:	Front View:

**Color changes for posts/fabric cannot be made after materials have been ordered.**

Customer understands that Shazeebo will design the sail to overcompensate for the critical area to be shaded. The critical area to be shaded for this project is .

Customer understands that all concept drawings are not to scale, the actual fit of the shade sail may vary based on final measurements and scale.

Client signature indicates approval of the design details for this project. Changes to the design after the initial approval must be made in writing and a change order form must be completed and signed.

**Design Approval** - Client signature:  Date:

**Design Review** - Work Start Date: \_\_\_\_\_ Customer Initials: \_\_\_\_\_ Project Manager Initials: \_\_\_\_\_

We propose to furnish the goods and quantity specified herein, in accordance with the details and specifications contained herein for the sum of (including sales tax): (\$ \_\_\_\_\_ ) Dollars.

**Payment as follows:** A non-refundable payment of (\$ \_\_\_\_\_ ) is due to begin work. The outstanding balance (\$ \_\_\_\_\_ ) including sales tax if applicable are due in order for Seller to release goods to Buyer upon completion. Payment will be accepted by means of cash, check, credit card, or money order.

All goods are guaranteed to be as specified. All goods are to be completed in a workmanlike manner in accordance with the specification contained herein, per the standards and practices of the industry. In the case of a defect refer to the product warranty for details. Any alteration or deviation from the above terms will be executed, and become legally binding, only upon written request by the altering party and the signing by both parties of a new production proposal. Seller holds the right to retain both the deposit and the goods upon Buyer's failure to make payment in full. The Seller is not responsible for delays caused by third parties and/or circumstances out of the Seller's control. Accordingly, Seller will not be in breach for such delays or circumstances. **All approvals and/or building permits** required by governing agencies, boards, and/or interested parties, **are the responsibility of the Buyer** unless otherwise noted, and the Seller is not responsible for the inability to perform this agreement due to the Buyer's failure to obtain said approval. This proposal is valid for 30 days from the date signed by Seller and will become void thereafter, if Buyer does not sign the proposal and the retainer is not paid in full within said timeframe. There is a \$25 fee for all returned payments.

**Acceptance of Proposal:** The prices, details, specifications, and conditions contained herein are satisfactory and hereby accepted. Shazeebo is hereby authorized to perform the work specified herein. Payment will be made to Shazeebo as specified herein. This proposal, with its corresponding appendices (if any), shall represent the fully integrated and complete agreement between the parties herein specified.

**HOA Permits**

All HOA approvals are the sole responsibility of the customer.

**Building Permits**

Building permits are required by your local municipality. The risk of not obtaining a permit includes the potential that the city or county will require you to remove the shade sail. The permit process involves getting custom drawings made for your specific property address and the shade sail. These drawings are then sent to an engineer for calculations specific to your address and a wet-stamped signature on the plans. Once this package is complete, they are submitted to the building department for their approval. Once approved they will issue the permit along with a list of required inspections during the installation such as concrete testing and footing dimensional checks. The permit process from drawings and engineering to an approved permit may take anywhere from 3 to 6 months on average.

Shazeebo is happy to handle the permit process or step back and let you handle it. Our cost for the drawings, engineering, and following the permit process through to final approval is \$3500 plus permit fees.

I authorize Shazeebo to handle building permits at a cost of \$3500 plus permit fees. This charge is non-refundable whether a permit is issued or rejected.

**OR**

I accept full responsibility for the permit process.

**Seller:** Shazeebo

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Buyer:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

## PRODUCT WARRANTY

<b>CUSTOMER NAME:</b>	<b>JOB LOCATION:</b>
<b>PHONE NUMBER:</b>	<b>EMAIL ADDRESS:</b>

Shazeebo warrants that it will repair or replace (with the same or similar products) the product if a defect appears in the product due to defective materials or workmanship during the term of this warranty, subject to the Condition of Warranty set out below.

**Fabric is conditionally warranted for 10 years, prorated as a % of original cost of sail.**

- Years 1-5 = Shazeebo will cover 100% of replacement cost, customer will pay 0%
- Years 5-7 = Shazeebo will cover 80% of replacement cost, customer will pay 20%
- Years 7-8 = Shazeebo will cover 60% of replacement cost, customer will pay 40%
- Years 8-9 = Shazeebo will cover 40% of replacement cost, customer will pay 60%
- Years 9-10 = Shazeebo will cover 20% of replacement cost, customer will pay 80%

For fabrics with a manufacturer's warranty longer than 10 years, Shazeebo will cover 20% of replacement cost, customer covers 80%, up to the end of the manufacturer's warranty period.

### Conditions of Warranty

- 1) The term of this warranty is for so long as the purchaser remains the legal and beneficial owner of the premises and the products have remained on the premises at which they were originally installed.
- 2) To make a claim on this warranty you must have the product inspected by the manufacturer's agent (your contractor) and present this signed warranty to the agent. Repaired or replaced goods will be available from the agent.
- 3) This warranty does not cover any damage to the product caused by:
  - a) The conduct of any person other than the manufacturer.
  - b) Structural movement or external or internal impact.
  - c) Storms with winds above 90 mph, snowfall, cyclones, typhoons, or other acts of God.**
  - d) Use in proximity to an activity that results in corrosive products or by-products.
- 4) This warranty is not transferable and may only be enforced by the original purchaser.
- 5) This warranty shall only be valid if:
  - a) If the products were initially installed in accordance with the manufacturer's current installation instructions at the time of installation.
  - b) If the customer has paid in full for the products or by-products.
  - c) On presentation of this form of warranty, duly signed by the manufacturer or his agent.
- 6) Where and to the extent that the manufacturer is entitled by law to limit its liability for breach of any condition or warranty implied by statute or regulation such liability will be limited to the manufacturer's obligations under this Warranty. Where such limitation is not permitted, then to the extent permitted the manufacturer's liability will be limited to, in its discretion, any of the following:
  - a) Replacement of the products
  - b) Supply of equivalent products
  - c) Repair of the products, or
  - d) The payment of the cost of having the products repaired.
- 7) The repair or replacement goods will be pro rata to the warranty period. See Above.
- 8) The expense incurred in connection with making a claim that this warranty should be honored is to be borne by the purchaser.
- 9) The benefit to be conferred by this warranty is in addition to all other rights and remedies conferred upon the customer in law unless otherwise limited or excluded.

<b>Signed on Behalf of the Manufacturer:</b>	By: _____	Date: _____
<b>Buyer:</b>	By: _____	Date: _____