

Elite

COURT CONSTRUCTION

PO Box 622111 Oviedo, FL 32765

PH: 407-446-4253

April 13, 2020

Attn: Bayshore Bath and Tennis Club

RE: Shuffleboard Court Resurface - 3

Elite Court Construction Inc. proposes to repair and repaint the shuffleboard courts per the following specifications:

- Machine sand the entire surface to remove minor irregularities in the concrete and remove some of the high aggregate.
- If the courts have never previously been painted (raw concrete): spray adhesion promoter to allow for proper bonding of paint to concrete.
- Flood the courts and patch areas holding water to 1/16" tolerance after draining.
- Run patch mix into any cracking or pits that have occurred throughout the courts.
- Machine sand all patches to a smooth surface.
- Squeegee one coat of Sportmaster sand-filled resurfacer over the entire courts.
- Squeegee two coats (base and topcoat) of shuffleboard coating system to entire court (owner's choice of color).
- Stripe the courts according to Shuffleboard regulation.

Elite Court Construction Inc. proposes to do the following for the price of \$2,850.00

~~*40% Deposit of total proposal price due prior to commencement*~~

WARRANTY:

Elite Court Construction Inc. guarantees workmanship and materials for one year upon completion, except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of subbase, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will most likely return.

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Elite Court Construction Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1 1/2% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Orange County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon Request *any changes or additions to standard coverage at additional cost.

COLOR SELECTION: _____ T&D

One color is included in proposal price; additional colors will incur additional charges; purple/yellow/orange colors incur additional charges

BAYSHORE CLUB MANAGEMENT ASSOC. INC

Accepted by: TERRIE QUICK

Date Signed: April 17, 2020

Print Name: TERRIE QUICK

Print Title: PRESIDENT

Contractor: M. Grimsley

Date Signed: 4/20/2020

Melissa Grimsley
Elite Court Construction Inc.

Elite

COURT CONSTRUCTION

PO Box 622111 Oviedo, FL 32765

PH: 407-446-4253

April 13, 2020

Attn: Bayshore Bath and Tennis Club

RE: Two Single Tennis Court Resurface

Elite Court Construction Inc. proposes to repair and repaint the two single tennis courts per the following specifications:

- Machine sand the both courts to remove minor irregularities in the concrete and remove some of the high aggregate.
- ~~• Acid etch the raw concrete areas on the north court where prior repairs were executed and spray adhesion promoter.~~
- Flood the courts and patch areas holding water to 1/16" tolerance after draining.
- Run patch mix into any cracking or pits that have occurred on the courts; on north court - remove bubbling/peeling paint and patch areas with binder/sand/cement mix.
- Machine sand all patches and bird baths to a smooth surface.
- Squeegee one coat of Sportmaster sand-filled resurfacer over the entire surface of both courts.
- Squeegee two coats of Sportmaster sand-filled paint (owner's choice of color) over the playing surfaces.
- Squeegee two coats of Sportmaster sand-filled paint (owner's choice of color) outside of the playing surfaces.
- Stripe the north court for two pickleball courts per the USAPA guidelines; producing sharp, white lines.
- Stripe the south and north court for tennis per the USTA guidelines; producing sharp, white lines.
- Supply and install two new tennis net systems (not in-ground).
- Supply and install two new portable, temporary nets for pickleball.

Elite Court Construction Inc. proposes to do the following for the price of \$9,850.00

ADDITIONAL OPTIONS

Please mark selected items

- Remove approx. 680LF of existing chain-link and hardware and dispose. Paint existing fence posts. Supply and install new vinyl-coated chain-link, all new rail (top, bottom, and mid), and hardware. Supply and install two new gates - \$24,580.00

WARRANTY:

Elite Court Construction Inc. guarantees workmanship and materials for one year upon completion, except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of subbase, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will most likely return. Furthermore, we will not be held responsible for any moisture related issues after the resurfacing is completed since we cannot rectify the moisture issues being caused by the location of the court within our resurfacing scope. Moisture related issues include, but are not limited to, bubbling and/or peeling of the paint on the surface of the court.

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Elite Court Construction Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 12% per month, 12% per year.

In the event of litigation of this contract, venue of same shall lie in Orange County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party, Insurance Certificates and Licenses Provided upon Request *any changes or additions to standard coverage at additional cost.

COLOR SELECTION:

Two colors (interior and exterior) are included in proposal price; additional colors will incur additional charges; purple/yellow/orange colors incur additional charges

Interior: _____ TBD

Exterior: _____ TBD

SIGNATURE PAGE

BAYSHORE CLUB MANAGEMENT ASSOC. INC

Accepted by: Terrie Quick

Date Signed: April 17, 2020

Print Name: TERRIE QUICK

Print Title: PRESIDENT

Contractor: M. Grimsley

Melissa Grimsley
Elite Court Construction Inc.

Date Signed: 4/20/2020