

**Rec Committee Meeting
Agenda
March 20, 2026, at 9:30 AM at MLMC**

Attention: Debbie McWade, Chair, Nancy Gormley, Debi Gerbert, Pat Gilberto, Irene Lombardo, Casey Tennis, Doug Barden, and Janice Wood.

- I. Establish Quorum and Proof of Meeting**
- II. Call to Order**
- III. Approve February Minutes**
- IV. Reports**
 - a. Work Orders
 - b. Parking Lot Ad Hoc Report
- V. Unfinished Business**
 - a. Sports Wall Status Update
 - b. Players Park Additional Lighting Update
- VI. New Business**
 - a. Review Food Truck
 - b. 2026 Event Dates
 - Spring Fling-
 - March Music Night-
 - May Music Night-
 - c. Pool and Park Reservations Form- Bounce Houses
 - d. Basketball Court Resurface Quotes
 - e. Basketball Goal Quotes
 - f. Bounce House and Inflatable Vendor
 - g. AED Machines
 - h. Other Topics
- VII. Next Meeting-** Next meeting _____

Rec Committee Meeting
Minutes Draft
February 13, 2026, at 9:30 AM at MLMC

Attending: Debbie McWade, Chair, Nancy Gormley, Debi Gerbert, Irene Lombardo, Casey Tennis, Doug Barden, and Janice Wood. Noelle Salomon and Francesca Devinentis for Marsh Landing Management Company (MLMC).

- I. Establish Quorum and Proof of Meeting-** Quorum achieved, and proof of notice given.
- II. Call to Order-** Debbie McWade called the meeting to order at 9:31 AM.
- III. Approve January Minutes-** Draft minutes reviewed. **Action: Janice Wood moved to approve the January minutes with edits. The motion was seconded by Casey Tennis and all approved.**
- IV. Reports**
 - a. Work Orders- The basketball backboard cannot be cleaned, however, currently in reserve study for replacement this year. Homeowner reported seeing Precision Turf dispose of trash and debris behind the pool house. **Action: Email Precision Turf regarding trash and debris.**
 - b. Parking Lot Ad Hoc Report- No update. **Action: Noelle Salomon will follow up with Almond Engineering.**
- V. Unfinished Business**
 - a. Sports Wall Status- Revised 1323- \$40,501.50- Revised quote reviewed. Discussion on size of wall and pads on both sides. **Action: MLMC will request new drawing and quote with wall size 10' x 20' and will ask for two price options for pads, one for a 10' and one for 15'. Pad to be the same on both sides of wall.**
 - b. Bench for Island at Coves pool Update- The bench has been ordered and is pending delivery. **Action: MLMC will follow up on status.**
 - c. Players Park Additional Lighting Update- The lights are scheduled for installation next week.
 - d. Tot Lot Lighting Update- Project complete. **Action: Remove from agenda.**
 - e. Basketball Goal Backboard Replacement Update- See notes in Work Orders report.
- VI. New Business**
 - a. Review Food Truck- Debbie McWade reported approximately 165 residents in attendance for the food truck event. March food trucks reviewed as follows: Faye's BBQ, Sal's Cucina, 904 Aladdin, and Haylyn's Drink Station, LLC.
 - b. 2026 Event Dates
 - Winterfest- The event will now be held from 11:00-2:00 PM, and all vendors are confirmed. Committee members and MLMC will arrive at 10:00 AM. **Action: MLMC will follow up with Scott Leonard regarding two officers assisting.**

- Spring Fling- Dates reviewed. **Action: Follow up with vendors from last year. Discuss price difference with DJ if photo booth is not included.** The committee is considering adding new field games. **Action: Add to March agenda.**
 - March Music Night- Music night will be held March 27, pending a signed contract from Con Men. The rain date will be April 3 or April 10 once band confirms. **Action: Committee will get green M&M's.**
 - May Music Night- The rain date is scheduled for May 15. Suggestion to use **Benoit** Band.
- c. Dog Park at Player Pool- Committee reviewed the request. Subject has been reviewed in the past with no support from BOD due to liability. The area requested for dog park is being used more now as a result of the Food Truck events. **Action: MLMC and Debbie McWade will follow up with homeowners.** Discussion on increase in pets off leash. **Action: Ask FCS to monitor park for dogs off leash primarily in the early morning.** Request to add more trash bins along the Blvd and in Palmera Park. **Action: MLMC will reach out to Master with request.**
 - d. Event Sponsor- Stroll Sawgrass- The committee discussed the request. **Action: Committee is not in favor. The park is not set up for corporate events. Suggest contacting The Yards.**
 - e. Other Topics- Discussed and reviewed sail update at Tot Lot. **Action: Noelle Salomon will follow up with vendor on timing.**

VII. Next Meeting- Next meeting March 20, 2026 at 9:30 AM at MLMC.



Sawgrass Players Club Association Pool and Park Reservation Form

Circle One. This reservation is for: Players Park Pavilion or The Players Pool picnic area.
 Please note bounce houses and other attractions are not permitted. Sports field, volleyball, basketball, playground and/or pool are not a part of the reservation.

Applicant Name	
Address	
Phone Numbers	
On Site Supervisor	
Date (s)	
Day(s)	Sunday/ Monday/ Tuesday/ Wednesday /Thursday /Friday/ Saturday
Hours	_____ AM/PM to: _____ AM/PM Please note that the Pool and Park close promptly at dusk. Clean up should be completed and guests should leave the premises prior to dusk.
Intended Use	
# of Guests and Vehicles* *see terms and conditions	

<p>In House Use Only: Fee (if required) _____ Deposit _____ (a fully refundable \$50 deposit is required)</p> <p>Liability Insurance _____ Policy # _____ *insurance is mandatory for sports camps or if a bounce house is to be rented.</p> <p>Attach an endorsement which discloses limits of at least \$500,000/\$1,000,000 and which agrees to insure Sawgrass Players Club Association.</p>

The undersigned agrees to the Terms and Conditions on page 2. This license is not effective until signed below by Sawgrass Players Club Association, Inc. ("SPCA") and may be revoked at any time.

 Applicant

 Agent, Sawgrass Players Club Association, Inc.

Terms and Conditions

When executed by Sawgrass Players Club Association ("SPCA"), this application becomes a revocable license to use the designated facility on the terms set forth below but only during the times and on the dates provided. If not otherwise provided, this license shall automatically expire six months after approval by SPCA.

- Applicant indemnifies and holds SPCA, and its agents, officers and directors harmless from and against any loss, claim, cost or damage resulting from applicants' use of the facility or applicant's members, invitees or others in fact using the facility with applicants' express or implied permission.
- Applicant, for itself and its members, officers, directors, and employees hereby waive and release SPCA from all claims and causes of action arising from use of the Facilities.
- Applicants' privileges under this license are not assignable or transferable. Applicants agree to notify SPCA in the event applicant determines that it will not use the Facilities during the scheduled hours.
- Applicant agrees to remove all of its equipment, property, trash, and debris from the Facilities after each and every use.
- Applicant agrees to immediately report, in writing, to SPCA any unsafe condition in the Facilities. Applicants also agree to provide SPCA with a written report of any injury to persons or property occurring in or about the Facilities during the time Applicant is entitled to use the Facilities.
- Applicant agrees that all guests will behave in an appropriate manner. Disorderly conduct or improper behavior of guests will not be permitted and shall be grounds for immediate removal from facilities.
- Applicant acknowledges The Players Pool and Players Park are for the enjoyment and use of all residents. In order abide by bathing load of 30 people and to ensure that the swimming pool may be shared with everyone, pool pavilion rentals shall be limited to a total of 15 swimmers.
- Applicant agrees that to ensure there is ample space for all residents at Players Park; pavilion parties are limited to 25 guests. Please note that parking is limited, and vehicles may not be parked on the grass along Cypress Creek Drive. Additionally, vehicles may not park to obviously impede traffic or obstruct entrances or exits. Towing of improperly parked vehicles may occur
- Applicant ensures that all persons under the age of 12 shall be accompanied by an adult chaperone. No more than 6 children shall be chaperoned per adult at the Pool and no more than 10 children shall be chaperoned per adult at the Players Park facilities.
- Applicant has reviewed the Sawgrass Players Club Association Property Owner and Resident Guideline and agrees to abide by all policies set forth for the Recreational Facilities.

WAIVER AND INDEMNIFICATION

To obtain permission to use the Sawgrass Players Club Rec Area, the undersigned, do, for heirs, my personal representatives and spouse, children, guests, servants, myself, agents and invitees, waive and release Sawgrass Players Club Association, Inc., its employees, agents, licensees or representatives from any claim or loss (including personal injury and death) suffered by me and arising from my use of the Sawgrass Players Club rec area. In addition, I will indemnify and hold Sawgrass Players Club harmless from and against any claim against Sawgrass Players Club for loss suffered by Sawgrass Players Club caused by any act or omission arising from my use of the Sawgrass Players Club rec area.



February 12, 2026

Att: Noelle Salomon
Sawgrass Players Park
300 Alta Mar Dr
Ponte Vedra, FL

Please call 800-331-1723 or send email to info@courtsurfacesfla.com should you have any questions.

Following are the specifications and price to resurface one concrete basketball court at Sawgrass Players Park, Ponte Vedra, FL. This quote includes general crack filling and patching, as well as the application of colored acrylic surfacing on the courts. Court is currently surfaced and has cracking and tire damage/markings. It is not known if a vapor barrier exists. Add-On to replace backboards and goals/nets. Good access to courts. Water is available on site.

Note: This is a concrete slab installed by others therefore Court Surfaces will warranty only "top-down workmanship". We are not responsible for any bottom-up issue which may occur due to the slab. These include but are not limited to cracking, moisture, blistering, improper draining, etc. These are known risks when surfacing a slab without a vapor barrier.

Scope of Work
Resurface – One Basketball Court – Concrete

1. **Mobilization to site**
2. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
3. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
4. **Cracks** - Apply outdoor court grade patching materials to all cracks and patch areas to bring each area flush with surrounding asphalt. This is our minimum crack treatment which will improve but not eliminate the existing cracks. 320' of major cracks were identified during site visit. We recommend these cracks be repaired using RiteWay and we have priced this as an Add-On below.
5. **Expansion Joints** – Will be painted over only and will be visible through the surface.
6. **Patching** - Using outdoor court grade patch compounds:
 - a. One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.



- b. Cover and fill any rough areas of base.
- c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
- d. Light sanding on edges to smooth down.
- 7. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
- 8. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's coverage rates.
- 9. **Finished colors** – Will be owner's choice of any two manufacturer's standard colors. Colors TBD. Court is currently green with blue boxes and center circle.
- 10. **Lines** - Paint one (1) set of regulation two-inch-wide white playing lines for Basketball.
- 11. **Clean-up** – Remove all excess materials and debris from the job after completion of the work.

Pricing

The total price for the above outlined work is **\$13,500.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 6,750.00
Final Draw: Due upon completion of job	\$ 6,750.00

This Price is good for thirty (30) days.

ACCEPTED BY: Court Surfaces

For: Bryan McMandon
Managing Member

By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.

Add-On #1- RiteWay Crack Repair (STRONGLY RECOMMENDED)

Apply Rite Way Crack Repair over the worst 320 linear feet of the cracks that are over 12" long or 1/ 8" wide This is a multi-layered system designed for structural cracks that will allow movement underneath the repair without breaking the surface coatings and guarantees each treated crack to not return for at least two years.

Price for RiteWay is **\$4,800.00** _____ **initial**



Add-On #2 – Acrylic Basketball Goals - Provide and install two acrylic basketball goals with new backboards, rims and nets. Remove and dispose of existing.

Price for Basketball equipment is \$4,650.00_____initial

Terms and Conditions

Scope of Work. *This proposal covers only the work specifically described herein and is based on the plans, specifications, and/or verbal descriptions provided to Court Surfaces. Any deviation from the agreed scope—including changes requested by the owner, contractor, management, or resulting from discrepancies in plans or specifications—shall be treated as a change order and may require additional pricing and written approval prior to commencement of such work.*

The attached Scope of Work is incorporated into this proposal and must be completed, signed, and returned along with all required ownership and property information (including Notice of Commencement, if applicable) before final acceptance and scheduling.

Damages and Delays. *Court Surfaces will perform all work in a professional manner consistent with industry standards. We are not responsible for:*

- *Damage to undisclosed underground utilities, cables, pipes, irrigation, or landscaping not properly located and marked prior to our arrival.*
- *Damage caused by third parties to property or to our completed work.*
- *Delays resulting from strikes, labor disputes, accidents, acts of God, weather conditions, actions or inaction of owners, management, other contractors, or any circumstances beyond our control.*
- *Unsuitable subsoil conditions (including muck, marl, clay, water, etc.) or the removal/replacement of unsuitable materials unless specifically included in the scope.*

Permitting. *Permitting, testing, surveys, and engineered drawings are excluded unless expressly stated. If the Owner or Authorized Agent directs work to proceed without required permits, any resulting fines or fees shall be the sole responsibility of the Owner or Authorized Agent.*

Warranty. *All work is warranted against defects in materials and workmanship for one (1) year from the date of completion, subject to proper maintenance by the owner.*

Warranty Exclusions: *Existing cracks, blisters, or structural deficiencies in the base may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for “top-down” workmanship only and is not responsible for “bottom-up” conditions related to existing base materials, including moisture intrusion, cracking, peeling, or subsurface movement.*

Failure to make timely payment voids all warranty coverage.



Payment Terms. Payment is due upon receipt unless otherwise agreed in writing. Past-due balances are subject to the following late fees:

- 30 days past completion: 2.5% of outstanding balance
- 60 days past completion: 5% of outstanding balance
- 90 days past completion: 7% of outstanding balance
- 120 days past completion: 10% of outstanding balance

At 90 days past due, a lien may be filed against the property and will not be released until full payment is received and cleared.

Work Site Conditions. The work site must be closed for the duration of the project. The owner is responsible for notifying users and posting signage as necessary. Damage occurring during construction due to unauthorized access, vandalism, pets, wildlife, or other external factors is not the responsibility of Court Surfaces and may result in additional repair charges.

Irrigation. Any irrigation that directly contacts the court surface must be disabled during the project. Direct irrigation can damage surfacing materials and void applicable warranty coverage.

Weather and Scheduling. Work scheduling is weather-dependent. Crews may not be on site daily or during standard business hours. While every effort will be made to complete the project in a timely manner, weather delays and scheduling adjustments may occur.

Landscaping. All landscaping protection and restoration is the responsibility of the owner. While reasonable care will be exercised, Court Surfaces is not responsible for damage to grass, plants, hedges, or other landscaping during construction.

Cancellation. If the project is canceled or rescheduled after contract execution and prior to commencement—or within 24 hours of the scheduled start date—the following liquidated damages shall apply to cover administrative and scheduling costs:

- \$3,500 for new construction projects
- \$1,000 for resurfacing projects

These amounts are agreed upon as reasonable compensation and not as a penalty.

Entrance and Exit Access. Reasonable care will be taken to protect access points; however, due to the weight of construction equipment, damage may occur. Court Surfaces is not responsible for damage to entrance or exit areas. Repairs, if required, will be billed separately at applicable rates.

Change Orders. All change orders must be reviewed, approved, and signed by all parties prior to implementation.

Digging and Setting Sleeves. Pricing assumes sleeves will be installed in standard asphalt or limerock base. Additional charges will apply if excavation encounters multiple asphalt layers, rebar, reinforced concrete, or other unforeseen materials requiring additional labor or equipment.

Remobilization. A remobilization fee of \$1,500 will apply if return trips are required due to circumstances beyond Court Surfaces' control.



7011 Wilson Rd. West Palm Beach Fl. 33413

888-423-1120

February 18, 2026
Sawgrass Players Club POA, Inc.
4200 Marsh Landing Blvd STE 200
Jacksonville, FL 32250

Ms. Salomon,

Thank you for the opportunity to bid on the resurfacing of the basketball court at Players Park.

Here at Sports Surfaces, we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We are continually striving to be the most innovative, creative, service-minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance. We serviced thousands of customers in Florida, (our headquarters) but our reputation has taken us as far as Siberia, South America, the Us Naval Intelligence offshore bases, and many other organizations that would not settle for anything but the best. Sport Surfaces is TÜV Certified and ISO-9001 certified, ensuring unparalleled quality.

Sports Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from private clubs to large athletic facilities. We understand that our services are so diversified that we must provide unique services to meet the customer's needs. Our clients range from homeowners, general contractors, country clubs, military bases, HOA boards, military installations, and a variety of educational facilities.

Sport Surfaces offers competitive prices. However, we will not sacrifice quality to provide a cheap product. Our customers understand that it takes more to provide top quality services and products, and we always give our customers the best value for their investment.

We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

Theo Strauss

Estimating / Sales - Sport surfaces LLC



PROPOSAL/AGREEMENT

February 18, 2026

CUSTOMER

Sawgrass Players Club POA, Inc.
4200 Marsh Landing Blvd STE 200
Jacksonville, FL 32250

JOB SITE

Players Park
300 Alta Mar Dr
Ponte Vedra Beach, FL 32082

Agreement made between Sports Surfaces LLC hereinafter, called the Contractor, and Sawgrass Players Club Property Owners Association, Inc., hereinafter, called the Customer, for the resurfacing of (1) basketball court with respect to the following terms and specifications:

SCOPE OF WORK: (1) 56' x 90' basketball court

Surface Preparation

- Mobilize material, equipment, and personnel.
- Pressure clean and power-blow the entire court area as necessary to remove loose dirt, dust, and other debris.
- Flood the court area to locate and mark "birdbath" depressions holding water.
- Patch "birdbath" depressions holding water greater than 1/16" with acrylic patch binder mix and feather edges.
- Fill all cracks less than 3/8" wide with acrylic crack filler and feather edges.
- Fill all cracks 3/8" and larger with acrylic patch binder mix.

Acrylic Surfacing & Striping

- Apply (1) Coat of AT Sports Acrylic Resurfacer to fill voids and provide uniformity.
- Apply (2) Coats of AT Sports Colorguard site mixed with sand and water to provide in-depth color and texture.
- Locate and mark playing lines on the court surface.
- Apply line tape, seal, and apply line primer to prepare surface for heavy bodied textured acrylic latex line paint.
- Paint 2" wide basketball playing lines in accordance with USAPA regulations.
- Clean up all containers, trash, etc. upon job completion.

Surface colors: In-Bounds GREEN Center Cir / Key BLUE Apron GREEN

PROVISIONS:

The Customer will maintain adequate access for vehicles and equipment to the job site, access to a designated area for material and equipment storage at the job site for the duration of the project, and access to power and water at the job site for construction purposes. The existing court must have a minimum of 1% slope in one plane, and the ground on the lowest side of the court must be lower than the playing surface to allow for the proper removal of water. The Customer shall keep all sprinkler systems off during surface work and for 1 day following the completion of the work. Damages caused by a sprinkler system are the responsibility of the Customer and repairs will be billed as an additional expense to the Customer.

PRIVACY / TERMS & CONDITIONS POLICY:

Customer agrees that by signing this document they agree to abide by the Sport Surfaces LLC PRIVACY / TERMS AND CONDITIONS which can be found at: <https://sportsurfaces.com/terms-and-conditions/>

WARRANTY:

The Contractor provides a one-year warranty on workmanship and defects in materials.
Exclusions: This warranty excludes normal wear-and-tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settlement, cracks of any kind, water vapor pressure bubbles, delamination of acrylic surface material, intrusion of weeds or grass, etc. Proper shoes must be worn on court. This warranty shall be void upon the customer's failure to adhere to and comply with the payment schedule.



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **79897**

Sales Rep: Jessica Allen
 Jessica@blissproducts.com

Marsh Landing Management Company

Date 03-03-2026

Project Sawgrass Players Club - Basketball Goals

Bill To

Marsh Landing Management Company
 4200 Marsh Landing Boulevard
 Suite 200
 Jacksonville, Florida 32250
 T: (904) 273-3033
 F: (904) 273-0933

Ship To

Marsh Landing Management Company
 Marsh Landing Management Company
 4200 Marsh Landing Boulevard
 Suite 200
 Jacksonville, Florida 32250

Contact

Noelle Salomon
 CAM
 Phone: (904) 273-3033

Approximate Ship Date

Ship Via

BEST WAY

Terms

Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
GDS	1000	BREAKAWAY GOAL	2	\$228.00	\$456.00
INS	BB60A38	Rectangular Acrylic Goals	2	\$1,035.00	\$2,070.00
INS	DISC	Discount	1	-\$505.20	-\$505.20
Sub Total					\$2,020.80
Freight					66.00
Taxable Subtotal					\$2,526.00
Tax					151.56
Grand Total					\$2,238.36

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Bliss Products & Services, Inc.
Sales Contract Agreement Effective January 1, 2025

1. Customer Information

Customer Name	<u>Marsh Landing Management Company</u>	Quote Number	<u>79897</u>
Address	<u>4200 Marsh Landing Boulevard Suite 200 Jacksonville, Florida 32250</u>	Date	<u> </u>
		Total Amount	<u>\$2,238.36</u>

A. Incorporation of Terms

This Agreement incorporates by reference the Bliss Products & Services, Inc. Terms & Conditions, effective January 1, 2025, and any applicable Exhibits (including but not limited to material, Install, Leasing, PIP, Turf, EWF, or Shade) as specified in the quote (collectively, the "Terms"). Customer acknowledges receipt and review of all applicable Terms prior to signing this Agreement. If any Terms are not received, the Customer must notify Bliss in writing within 3 business days of signing; otherwise, the Terms shall be deemed received and accepted. In the event of a conflict between this Agreement, the Terms, and the quote, the order of precedence shall be: (1) quote provisions, (2) this Agreement, (3) the Terms and Conditions (<https://blissproducts.com/terms-conditions/>)

B. Order Terms

- Sales Tax Exemption: Must be supported by a valid certificate. Sales Tax is included unless explicitly stated.
- Order Approval: All orders are subject to the manufacturer's approval.
- Deposits: May be required before processing begins.
- Credit Card Payments: A 3% surcharge applies.
- Signature Requirement: Electronic signatures, including DocuSign, are acceptable.

C. Manufacturing & Shipping

- Manufacturing timelines begin upon receipt of (1) signed contract. (2) Actual shipping address. (3) Color and mount selections
- Customer is responsible for coordinating unloading/inside delivery with the freight carrier.
- Title and risk of loss pass to Customer upon shipment to the common carrier.
- Bliss is not responsible for shipping delays or transit damages; claims must be filed with the carrier. However, Bliss will assist the Customer in facilitating any claim with the shipping carrier as needed.

D. Returns & Cancellations

- Returns are accepted based on the manufacturer's return policy
- Authorization in writing from Bliss is required.
- Goods must be in new, unused condition and returned within 30 days. Returns for manufacturing defects or fulfillment errors must be made within 7 business days of receipt.
- Restocking fee (10% minimum – based on manufacturer) and pre-paid freight apply.
- Return items are subject to the manufacturer's policies and may result in freight and restocking fees.
- Any damaged or missing parts must be noted on the bill of lading at the time of delivery.
- Special orders may not be returned or cancelled.
- Customer-requested cancellations after confirmation are subject to:
 - Reimbursement for all incurred costs ("Cancellation Costs"), including but not limited to manufacturing costs, materials, labor, administrative expenses, and any supplier cancellation charges, plus 15% of such costs to cover overhead
 - Payment due within 5 business days of Bliss's payment to Supplier

E. Payment Terms

- Payment is due within 30 days of invoice unless otherwise agreed in writing signed by an authorized officer of Bliss. Time is of the essence for all payments under this Agreement. Bliss reserves the right to suspend performance of any obligations under this Agreement while any payment remains past due.
- 1.5% monthly interest (18% per annum) or the maximum rate permitted by applicable law, whichever is less, applies to late payments. Customer shall also pay all costs of collection, including reasonable attorneys' fees, whether or not legal action is commenced.
- Customer must dispute charges in writing within 7 calendar days of delivery/installation.
- Unpaid or disputed amounts not resolved may be referred to collections. Customer pays reasonable legal/collection costs.

F. Disclaimer of Warranty

BLISS MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL PRODUCTS ARE SOLD "AS IS." Any warranties on products are provided solely by the original manufacturer or supplier ("Supplier"), and Customer agrees to look exclusively to such Supplier for any warranty claims. Bliss will reasonably assist Customer in processing warranty claims with Suppliers but assumes no responsibility for such claims.

G. Limitation of Liability

Limitation of Liability Cap: Notwithstanding any other provision of this Agreement, the total aggregate liability of each party to the other for any and all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of fees paid or payable by Customer to Bliss under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim. This limitation shall apply to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. Bliss is not liable for:

- Indirect, incidental, special, or consequential damages
- Delays, non-performance, or defects in Goods or Services

H. Indemnification

Customer agrees to indemnify, defend, and hold harmless Bliss from any third-party claims related to:

- Installation of Goods
- Use or maintenance of Goods
- Materials supplied by Customer

I. Set-Off Prohibited

Customer may not offset or deduct amounts without Bliss's prior written consent.

J. Credit Approval & Information Accuracy

- Orders are subject to Bliss's ongoing credit approval.
- Customer must provide true, accurate, and complete information.

K. Pricing Adjustments & Storage

- Prices may increase if delivery is not accepted within 30 days of quotation. Manufacturer storage fees apply after 30 days.
- Bliss may invoice 90% of the order value if delivery is delayed more than 14 days after fabrication is complete and the goods are ready for shipment. Customer's failure to pay such invoice within 30 days shall constitute a material breach of this Agreement.
- Monthly Storage Fees: The first month of storage is \$875.00, which includes receiving, offloading, and reloading at the time of shipment, and \$500 for each subsequent month will be charged to hold materials once they are ready for delivery but not yet shipped due to the Customer's request or delays. Storage fees will be invoiced monthly and are due within 30 days. Customer's failure to pay storage fees when due may result in Bliss disposing of or reselling the materials after providing 30 days written notice.

L. Dispute Resolution & Governing Law

- Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Atlanta, Georgia. The arbitrator's award shall be final and binding, and judgment may be entered thereon in any court having jurisdiction. Nothing herein shall prevent either party from seeking temporary injunctive relief in any court of competent jurisdiction in Georgia prior to or during arbitration when necessary to protect its rights.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law provisions. The parties' consent to the exclusive jurisdiction of the state and federal courts located in Georgia solely for purposes of enforcing the arbitration agreement or entering judgment on an arbitrator's award.

M. Force Majeure

Bliss shall not be liable for any delay, failure in performance, loss, or damage due to events beyond its reasonable control, including but not limited to: acts of God; war; terrorism; pandemic; epidemic; government actions; labor disputes or shortages; supplier delays or inability to perform; material shortages; transportation interruptions; cyberattacks; or severe weather conditions. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected portion of the Agreement upon written notice without penalty.

N. Claims Limitation

Any claim arising out of or related to this Agreement, including but not limited to claims for breach of contract, warranty, or negligence, must be brought within **one (1) year** from the date the cause of action accrues or such shorter period as may be specified in the applicable Terms & Conditions. The parties expressly waive any longer statute of limitations to the fullest extent permitted by law.

O. Entire Agreement

This Agreement, including the referenced Terms & Conditions and quote, constitutes the full and final agreement between the parties.

Authorization & Execution

Customer Acknowledgement: I hereby acknowledge and agree to all terms outlined in this Agreement. This contract must be signed by an officer of the company. By signing below, the undersigned represents and warrants that they have full authority to bind Customer to this Agreement and all incorporated Terms & Conditions.

Client: Marsh Landing Management Company

Bliss Products & Services, Inc.

Authorized
Signature

Authorized
Signature

Authorized
Representative

Authorized
Representative

Title

Title

Date

Date
