



JEFF NICHOLS, PRESIDENT, CTCB

P: 251-476-4714

F: 251-476-4723

E: jeff@americantenniscourts.net

 @americantenniscourts

It is recommended that the proposed scope of work only be performed by a **Certified Tennis Court Builder** as designated by the American Sports Builders Association. This quotation only includes work to be performed inside the fence line unless otherwise specified. **Adequate access and water must be made available to the site.** All sprinkler systems must be turned off prior to work commencing (any damages to our workmanship and/or materials by the sprinkler system will be the responsibility of the owner). All labor and materials will have a one (1) year warranty. **Although all work will be performed to manufacturer's specifications, no warranty can be offered on the return of any cracks. It is understood that the cracks can return at any time after the work has been completed (even the next day depending on the movement of the asphalt or concrete pad).** (Initial _____). Two applications of Roundup must be made to kill the vegetation on the court and along the fence prior to work commencing. All debris must be removed from the court and the fence prior to work commencing. The temperature must be 55 degrees and rising for the work to be performed. This quotation does not include the construction of or the repair of any root damage, landscaping, sidewalks, irrigation work, electrical work, squeegee marks, etc. Due to our current schedule and the availability of materials, it is not determined when this work can be performed. Payment for the work will include a 50% down payment and 50% upon completion.

Thank you for the opportunity to offer this quotation. This quotation is valid for 30 days. If you need any additional information, please call me at the number above. If you wish to schedule and have this work performed, sign below and either fax or mail a copy of this letter to our office. I look forward to hearing from you and working with you.

Sincerely,

Jeff Nichols

Jeffrey M. Nichols
President



The information contained in this proposal remains the property of American Tennis Courts and cannot be utilized by any other parties without the expressed permission of American Tennis Courts, Inc.

AMERICAN TENNIS COURTS, INC.

1272 Bolton's Branch Dr.

Mobile, AL 36606

www.americantenniscourts.net





JEFF NICHOLS, PRESIDENT, CTCB

P: 251-476-4714

F: 251-476-4723

E: jeff@americantenniscourts.net

 @americantenniscourts

TERMS AND CONDITIONS

ARTICLE 1 CONTRACTOR'S RESPONSIBILITIES

1.1 CONTRACTOR SUPERVISION

The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

1.2 CONTRACTOR PAYMENTS

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, and machinery necessary for the proper execution and completion of the Work.

1.3 COMPLIANCE WITH LAWS

The Contractor shall comply with federal, state, and local tax laws, social security acts, unemployment acts and workmen's compensation acts insofar as applicable to the performance of this Contract.

1.4 HOLD HARMLESS CLAUSE

Contractor agrees to indemnify and hold harmless the Owner against claims, damages, bodily injury or property damage caused by any negligent act or willful omission of the Contractor, his agents, and his employees.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.1 INSPECTION

The owner is responsible for inspecting the work at completion before the work crew leaves. Therefore, arrangements for an alternate representative must be made if the owner/representative making the inspection is unable at the completion of the work.

2.2 FINAL PAYMENT (as described in Proposal letter)

Final payment shall become due upon completion of Contractor's Work. The Work shall be considered complete when the lines or nets are installed and the work is inspected. Opening of an installation or use of the Work shall be considered acceptance by Owner. In the event, the Owner identifies additional work necessary after the inspection and/or after our crews have left the property, the Owner agrees to pay the final payment, and the contractor agrees to perform the additional work in question within 30 days. The maximum legal rate if less, shall be added to the unpaid balance plus attorneys' fees for collection.

2.3 TERMINATION

AMERICAN TENNIS COURTS, INC.

1272 Bolton's Branch Dr.

Mobile, AL 36606

www.americantenniscourts.net





JEFF NICHOLS, PRESIDENT, CTCB

P: 251-476-4714

F: 251-476-4723

E: jeff@americantenniscourts.net

 **@americantenniscourts**

In the event Owner terminates this Contract without cause, Owner shall pay Contractor in full for the cost of all administrative expenses, labor, and materials furnished up to and including the date of such termination. In the event of termination by Owner for cause, Contractor shall be paid for all Work theretofore properly performed and acceptable to the Owner and for such materials which may be on hand at the date of termination which Owner can utilize in the completion of the Work. Contractor may terminate this Contract only in the event the Owner shall default in the performance of its obligation thereunder. Termination, as herein provided, by either party shall be in writing and submitted at least five (5) days prior to the effective date of termination.

2.4 ASSIGNMENT OF WORK

The Owner shall not give instructions or orders directly to employees or agents of the Contractor, except by an authorized agent to the authorized representative of Contractor. Owner's authorized agent and contractor's authorized agent are identified by signature of this document.

2.5 EXTRA WORK

Requests to Contractor to perform extra or additional work must be made in writing and signed by Owner's authorized agent and the additional costs occasioned thereby shall be paid by Owner at the time of the next payment due Contractor.

2.6 JOB CONDITIONS

Owner shall provide at no charge job site conditions to allow Contractor to execute his work efficiently and continuously. Owner's obligation shall include but not be limited to: **(1) making available within 200 feet of the work area a plentiful source of potable water, toilets, and access to all utilities; (2) providing reasonable access to the construction site for all Contractor's personnel and equipment, including power equipment and trucks; (3) providing a safe storage area for materials and during non-working hours; (4) insuring a stable subgrade upon which construction can take place; (5) change order must be submitted on a time and material basis for removal of rock which cannot be removed by Contractor's on site excavating equipment.**

2.7 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

2.8 PERMITS, FEES AND CONDITIONS

The Owner shall give all notices and shall secure and pay for all permits, and fees necessary for the execution of the Work. Owner is responsible for insuring that Work is within property lines and clear of setbacks and other restrictions. The Owner is responsible for calling for utility line location. Contractor is not responsible for damage or disruptions to any underground utilities, structures, septic systems or the like, unless a site plan showing exact location of such items is provided to Contractor prior to commencement of any Work. Contractor is not responsible for damage to grass, trees, shrubbery, walkways, and driveways.

2.9 WORK BY OTHERS

AMERICAN TENNIS COURTS, INC.

1272 Bolton's Branch Dr.

Mobile, AL 36606

www.americantenniscourts.net





JEFF NICHOLS, PRESIDENT, CTCB

P: 251-476-4714

F: 251-476-4723

E: jeff@americantenniscourts.net

@americantenniscourts

American Tennis Courts, Inc. bears no responsibility for defects/damages caused by sub-base settlement, sub-soil conditions, or defects caused by others work, design, etc.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Construction of Tennis Courts on the date set forth above.

American Tennis Courts, Inc.

Contractor

Attest: _____

Lauren Collins

By: _____

Jeffrey M. Nichols, President

Owner's Authorized Agent

Attest Signature:

Signature:

Print Name:

Date:

AMERICAN TENNIS COURTS, INC.

1272 Bolton's Branch Dr.

Mobile, AL 36606

www.americantenniscourts.net

