

7 Year MaxPlay Warranty

Maxplay safety surfacing is permeable, porous, non-slip/nonskid surface that is functional as an application that provides a cushion-like comfort to walk on and doesn't get too hot, while providing an unconventional pallet of color combination possibilities. Maxplay surfacing drains quick and easy, easy to maintain, is installed indoors and outdoors, has a proven durability, materials are the finest EPDM peroxide cured granules and 100% polyurethane binder.

Scheduling: The Contractor shall install the Maxplay as described in this contract in a timely fashion; However the parties recognize that any number of factors, including but not limited to, weather, improper site preparation, delays in the supply chain, and/or prior contracts, may delay commencement and/or completion of the contracted work. The Owner is responsible to notify the Contractor if the site will not be ready for safety surface construction to begin.

Unknown Conditions: Contract price may be adjusted because of unknown conditions including but not limited to abnormal and/or unexpected site conditions which were not disclosed by the Owner and/or were not included in the plans and specifications.

Warranty & Other Liability Provisions: the Contractor warrants the Maxplay installation under this agreement for a period of 7 years commencing from the date of substantial completion.

*This limited warranty covers only the Contractor's obligation to replace or repair (at the Contractor's discretion) any failure of the system, not cosmetic in nature, during the warranty period.

*The Contractor is under no obligation to replace or repair any portion of the surface damaged by vandalism, product misuse, abuse, alteration, failure of the base or sub-base; damage caused by sharp or blunt objects (high heels, spikes, etc.), improper drainage, normal wear and tear, including but not limited to scuffing which should be expected especially under swings and in high traffic areas; damage caused by earth movement, including but not limited to sink holes, earthquakes, and/or other acts of God.

This warranty is expressly made in lieu of any other warranties. Any alteration of the safety surface will null and void this warranty. If the contract is not paid in a timely fashion, in accordance with the terms and conditions of this contract, the warranty shall be automatically voided.

* Drainage issues are the responsibility of the Owner. If the pool deck area or other area where Maxplay is being applied has drainage problems including, but not limited to, being located within a drainage through-fare, a low lying or flood prone area, or an improper grade (2% minimum), these issues should be remedied before the Contractor's Maxplay installation crew arrives at the site. The installation crew will not evaluate the site for drainage. They will install the Maxplay surfacing at the contracted thickness (some slight variations are normal) over the existing grade. The Maxplay product will be directly laid over existing concrete and will follow all grades and drainage that is pre-existing.

Cancellation of this Agreement: If this contract is canceled by the customer for any reason, Customer shall immediately notify: Park, Pet and Play LLC and reimburse them for all costs to date.

Entire Agreement: This contract represents the full and complete agreement between the parties and no other warranty is being offered other than the one described herein. No other representations, understandings, or agreements have been made, or relied upon, other than those set forth herein. The rights and obligations contained herein may be modified in writing when agreed upon by both parties, and are for the benefit of, and are enforceable by the parties, their heirs, their personal representatives, successors and/or assignees.

Signed: _____ Date: _____ Signed: _____ Date: _____