



Project: 53132
Proj Desc: BCC COMMISSIONERS HEARING ROO
Quote: 53132.001
Status: New

Sold To: 1145-00
ROUTT COUNTY
136 6TH STREET
STEAMBOAT SPRINGS, CO 80487
ORDER REF: COMMISSIONERS ROOM

Bill To: 1145-00
ROUTT COUNTY
136 6TH STREET
STEAMBOAT SPRINGS, CO 80487
Attention: Accounts Payable

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Date Entered	Customer PO	Salesperson	FOB	Terms
11/17/2021		BRITTANY HEGUY	DEST	NET DUE UPON RECEIPT

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
1	00	DESIGN	DESIGN SERVICES	1	560.00	560.00
2	00	INSTALLATION	INSTALLATION SERVICES	1	2,360.00	2,360.00
			: LABOR ASSOCIATED WITH THE PRODUCT INCLUDED IN THIS QUOTE, AND PER APPROVED DRAWINGS LABOR TO BE PERFORMED DURING (REGULAR) BUSINESS HOURS ALL PRODUCT WILL BE OFFLOADED VIA (STREET) ALL PRODUCT WILL BE TRANSPORTED VIA (STAIRS)			
3	00	MUMT0136072-TB	MOTUS WOOD MOBILE TABLE WITH WOOD EDGE AND T-BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTERS 36D X 72	2	6,639.36	13,278.72
			: 1.1 Options: HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH MATCH-SQ73710-1-1 STD-STANDARD GRAIN DIRECTION HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH VGV-VERTICAL GRAIN VENEER MATCH-SQ73710-1-1 LB11-BRUSHED BRASS NMP-NO MODESTY PANEL G1-1 DUAL FLIP POWER GROMMET 2PAA-2 POWER, DUAL USB-A CHARGER AND 4 MAAP SLOTS AC-STARTER TABLE WITH PLUG-IN AC BASE POWER FEED			
4	00	HC*JUMPER	ADDITIONAL JUMPER CABLE FOR TABLE RECONFIGURE	2	156.75	313.50
			: 1.2			
5	00	MUMT0136108-TB	MOTUS WOOD MOBILE TABLE WITH WOOD EDGE AND T-BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTERS 108W X 2	1	9,091.50	9,091.50
			: 1.3 Options: HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH MATCH-SQ73710-1-1 STD-STANDARD GRAIN DIRECTION HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH VGV-VERTICAL GRAIN VENEER MATCH-SQ73710-1-1 LB11-BRUSHED BRASS MP-MODESTY PANEL HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH MATCH-SQ73710-1-1 G1-1 DUAL FLIP GROMMET WITH 3 POWER AND 4 MAAP SLOTS AC-STARTER TABLE WITH PLUG-IN AC BASE POWER FEED			
			--			



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6	00	MUMT0136108-TB	MOTUS WOOD MOBILE TABLE WITH WOOD EDGE AND T-BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTERS 108W X 2 : 1.4 Options: HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH MATCH-SQ73710-1-1 STD-STANDARD GRAIN DIRECTION HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH VGV-VERTICAL GRAIN VENEER MATCH-SQ73710-1-1 LB11-BRUSHED BRASS MP-MODESTY PANEL HSV-HALCON STANDARD VENEER WOF-C-WHITE OAK, FLAT CUT BM-BOOK MATCH MATCH-SQ73710-1-1 G1-1 DUAL FLIP GROMMET WITH 3 POWER AND 4 MAAP SLOTS AT-ADDER TABLE WITH JUMPER POWER FEED --	2	9,091.50	18,183.00
7	00	HC*PAPER SLOT	METAL PAPER SLOT 12D X 10W X 3H : 1.5 Options: CL1-BLACK --	3	483.25	1,449.75
8	00	FREIGHT	HALCON FREIGHT : QUOTATION 73710B PRICING VALID UNTIL 7/31/2022	1	3,980.00	3,980.00

Subtotal 49,216.47

Total Tax 0.00

TOTAL AMOUNT - USD 49,216.47

AMOUNT DUE 49,216.47
if paid by cash, check or EFT

AMOUNT DUE 50,692.96
if paid by credit card



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This Quote will expire on: July 31, 2022

TERMS AND CONDITIONS

The quote contained on the preceding page(s) (the "Quote") shall become a binding contract (the "Agreement") upon acceptance by Purchaser, as evidenced by Purchaser's signature on last page. The Quote and the Agreement shall include the following terms and conditions:

1. **PRICE AND PAYMENT:** Quotes shall be firm and remain open for acceptance by Purchaser for a period as noted above, except that the Seller reserves the right to withdraw the proposed pricing for any of the goods where the manufacturer changes its pricing between the date hereof and the date Seller's order for such goods is accepted by the manufacturer. Unless otherwise noted on the Quote, prices for products and services only and are exclusive of any applicable sales, use, excise or other taxes with respect to the goods and/or this transaction, and Purchaser agrees to pay all such taxes (other than taxes measured by the net income of Seller) or provide Seller with an appropriate certificate showing an exemption from such taxes. Further, whenever these terms and conditions differ from any customer contract or purchase order, the terms and conditions of this document shall prevail. Unless otherwise noted, prices include shipping costs for standard domestic transportation and standard domestic packaging to Purchaser's address shown on the order. Special shipping, delivery and/or handling requested by Purchaser will involve an extra charge payable by Purchaser. Upon acceptance by Purchaser of the Quote on a first time order with Seller, a deposit equal to 50% of the purchase price is due. Subsequent orders over \$5,000.00 also require a deposit of 50%. Payment terms for the goods and services are due upon receipt of invoice. Seller may invoice upon delivery of the products to the Purchaser unless otherwise noted on the Quote. In addition to those remedies available to Seller pursuant to Section 2 below, Purchaser agrees to pay Seller a 3% late fee on all unpaid and overdue balances, as well as any costs and expenses of collection (including attorneys' fees) if Seller engages an attorney to collect such balances. Seller reserves the right to modify or revoke its credit terms if Seller judges Purchaser's financial condition to be inadequate to justify existing credit terms. Should Purchaser require invoicing before delivery and/or installation, Purchaser agrees to payment of such invoices under our standard payment terms and not upon delivery and/or installation.

2. **SECURITY INTEREST:** Until such time as payment for the goods has been made in full, Seller retains and Purchaser grants a security interest in the goods, as they are described on the Quote, to secure payment and performance of all of Purchaser's obligations under this Agreement. Accordingly, Purchaser warrants and covenants that the goods are bought primarily for use in business operations. Purchaser will promptly notify Seller of any change in the location of the goods. Purchaser agrees that he will not attach the goods to real property in any way that might make them fixtures. Seller may file a financing statement on behalf of Purchaser to perfect the security interest. Purchaser will not sell or offer to sell or otherwise transfer the goods or any interest in them without the written consent of Seller. Purchaser until full payment has been made for the products will maintain insurance at all times with respect to the goods against risks of fire (including extended coverage), theft, and other risks as Seller may require. The insurance shall be in form and amounts that are satisfactory to Seller. Purchaser will keep the goods free from any adverse lien, security interest or encumbrance and in good order and repair. Seller may examine and inspect the goods at any time. Purchaser will pay promptly when due all taxes and assessments upon the goods for their use. At its option, Seller may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the goods, may pay for insurance on the goods and may pay for the maintenance and preservation of the goods. Purchaser agrees to reimburse Seller on demand for any payment made or expense incurred by Seller pursuant to this authorization and to pay costs of collection, including reasonable attorneys' fees. Until default Purchaser may have possession of the goods and use them in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance on them. Purchaser is in default under this Agreement upon the happening of one or more of the following events or conditions: (a) failure to pay for the goods and services within 30 days of terms. Terms are due upon receipt; (b) default in the performance of any obligation, covenant or liability contained or referred to herein; (c) a warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished; (d) any event which results in the acceleration of the maturity of the indebtedness of Purchaser to others under any indenture, agreement or undertaking; (e) loss, theft, damage, destruction, sale or encumbrance of the goods, or any part of them, or the levy, seizure or attachment of the goods or any part of them; (f) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of a proceeding under any bankruptcy or insolvency law by or against, Purchaser or a guarantor or surety for Purchaser; or (g) a material adverse change in the business or financial condition of Purchaser. Upon default and at any time thereafter, Seller has the remedies of a secured party under the Uniform Commercial Code. Seller may require Purchaser to assemble the goods and make them available to Seller at a place to be designated by Seller that is reasonably convenient to both parties. Purchaser agrees to pay Seller the expenses of retaking and selling the collateral including reasonable attorneys' fees and legal expenses. No waiver by Seller of a default operates as a waiver of any other default or of the same default on a future occasion.

3. **DELIVERY AND INSTALLATION:** Installation is included only when shown on the face of the Quote. If installation is being provided and not separately itemized, it is included in the price of the goods. Seller will have no liability for delay in delivery caused by the manufacturers. Seller shall order the goods from the applicable manufacturers based upon current lead times at the time of order. Unless otherwise noted on the Quote the risk of loss shall pass to Purchaser upon delivery. Purchaser shall be responsible for providing adequate receiving facilities to accept receipt of the goods consistent with the scheduled shipping date. Unless otherwise provided on the face side hereof, Purchaser shall be responsible for providing personnel to perform all receiving functions, including the processing of claims with carriers. If installation services are to be provided by the Seller, the following provisions shall apply: (a) Purchaser shall be responsible for providing adequate staging areas and facilities for the efficient movement of the goods (including necessary elevator service), and a cleared installation site that is free from debris and interference from other trades, ready for final installation of goods in an efficient and continuous sequence; (b) Purchaser shall be responsible for providing the cleared installation site in a timely fashion, and of continuous duration, so as to accommodate commencement and continuous work on the installation during regular working hours on a first shift basis, all in relation to the schedule installation date; (c) Purchaser shall be responsible for providing, without charge to Seller, electrical power (and the services of an electrician where wiring hookups require a licensed electrician), heat, drinking water, sanitary facilities and security for the installation site during the performance of the installation services; and (d) All labor prices are based on regular working hours, not weekends or overtime periods. Should Purchaser require labor to be performed outside our standard eight (8) hour workday, Purchaser agrees to pay additional charges for the same.

4. **CHANGES AND CANCELLATION:** Orders may not be changed or cancelled after acceptance without the permission of the Seller. The goods are not returnable without prior written approval from Seller, and Seller's approval may be conditioned on Purchaser's payment of a 50% restocking fee. When delivery and/or installation is postponed at the request of Purchaser, Purchaser shall be invoiced for the goods on the original date established. Any invoices generated for the goods will remain due upon receipt, irrespective of the delayed delivery and/or installation date. All costs and expenses associated with delivery and/or installation shall be invoiced upon completion. In the event the Purchaser requests a Manufacturer's direct shipment be re-routed to the Seller's warehouse for temporary storage, Purchaser agrees to pay all storage costs associated therewith. In the event that a delay in delivery of goods



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originally arranged to be received at Seller's warehouse from Manufacturer is requested by Purchaser, Purchaser agrees to pay all storage costs exceeding 30 days. Seller maintains general public liability, automobile and worker's compensation insurance, and a certificate evidencing Seller's coverage will be delivered to Purchaser, upon request.

5. CLAIMS AND WARRANTIES: Seller warrants any labor performed by it to be free from defects in workmanship for a period of one (1) year after completion. Seller shall repair or replace, at its option, any work which proves to be defective within the warranty period, which remedy is agreed to be exclusive as a condition of sale. Seller will assign or otherwise pass on to Purchaser any express warranty granted by the manufacturer of any of the goods purchased hereunder in the exact form issued by the manufacturer, but Seller makes no warranty as to such goods on its own behalf. EXCEPT AS SPECIFIED IN THIS SUBSECTION SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event shall Seller incur any liability for lost profits, or other special, incidental or consequential damages with respect to this Agreement. In no event shall Seller incur any liability with respect to delay in performance, or failure to perform, any obligation under this Agreement where such delay or failure is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike, dispute among or between labor unions or other labor disputes, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any other cause not within the reasonable control of Seller, whether of the class of causes enumerated or otherwise.

Unless Seller has agreed to perform receiving functions, Purchaser shall inspect the goods and notify Seller within three (3) calendar days after delivery of any nonconformities, defects, errors or shortages, and failure to make such claims within such time shall be deemed a waiver.

6. MISCELLANEOUS: The Quote constitutes an offer, on behalf of the Seller, to sell the goods described in this Quote exclusively on the terms and conditions stated herein, and acceptance of this Quote by Purchaser is hereby expressly limited to the terms and conditions stated herein. No additional or different terms or conditions, whether stated in any form utilized by the Purchaser as a purchase order form, or elsewhere shall be applicable to the transaction, unless specifically agreed to in a separately signed, written instrument executed by an authorized officer of the Seller. This Agreement contains the entire understanding of the parties with respect to its subject matter, and there are no terms, conditions, representations or understanding, except as expressly set forth herein. This Agreement may be amended or modified only by written instrument separately signed by the authorized representative of the parties hereto. No failure by a party to insist upon performance by the other exactly as specified herein shall be deemed a waiver of the right to insist upon such performance during the continuation of such deficiency, nor of the right to insist upon such performance on any future occasion; it being the intention of the parties that any and all waivers hereunder shall be expressed in written form signed by the party against whom such waiver is asserted. All rights of Seller under this Agreement and in the goods shall pass to and may be exercised by an assignee. Purchaser agrees that in the event of an assignment of this Agreement by Seller, and notice of such assignment to Purchaser, the liability of Purchaser to an assignee for value of the Agreement shall be immediate and absolute and not affected by any default of Seller. Purchaser will not set up any claim against Seller as a defense, counterclaim or set-off to any action for the unpaid balance owed under this Agreement or for possession brought by the assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

THE UNDERSIGNED AGREES TO PURCHASE THE GOODS AND SERVICES DESCRIBED ON THE QUOTE, IN ACCORDANCE WITH THE PROVISIONS AND TERMS AND CONDITIONS HEREOF.

Subtotal	49,216.47
Tax	0.00
Total	49,216.47

AMOUNT DUE 49,216.47
if paid by cash, check or EFT

AMOUNT DUE 50,692.96
if paid by credit card

Signature

Title

Date