

**EQUIPMENT PURCHASE AND INSTALLATION AGREEMENT  
BETWEEN CITY OF APACHE JUNCTION AND  
DAVE BANG ASSOCIATES, INC. FOR CUSTOM STEEL GABLE SHELTERS AT  
SUPERSTITION SHADOWS PARK.**

THIS AGREEMENT is made as of the \_\_\_\_ day of August, 2025 (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City") and DAVE BANG ASSOCIATES, INC., an Arizona corporation ("Supplier"), both of which may be hereinafter referred to collectively as the "Parties" or individually as "Party".

**RECITALS**

A. City desires to retain a vendor to install custom steel gable shelters (aka ramadas) through State Cooperative Contract # 24K-BANG-0222 (on Mohave Cooperative website) and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto.

B. This agreement is exempt from the procurement process set forth in A.J.C.C., Vol. I, Art 3-7: Procurement.

C. The Parties have set forth the contemplated equipment and installation services Supplier will provide to City and the delivery and payment terms for such equipment and installation.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **AGREEMENT**: Supplier hereby agrees to sell to City the steel gable shelters detailed in Exhibit A (the "Equipment") and to install the Equipment at the eight ramadas located at the Superstition Shadows Park as identified in the map attached as Exhibit B (collectively, the "Services").

2. **COMPENSATION**: In accordance with the terms and conditions of this Agreement, City shall compensate Supplier for the Services in an amount not to exceed Three Hundred Seventy Two Thousand Eight Hundred Ninety Four Dollars and Ninety-Four Cents (\$372,894.94) (the "Contract Amount").

3. **SUPPLIER BILLING**: Supplier shall invoice City in a total amount not to exceed the Contract Amount. City agrees to process for payment invoices received

from Supplier within thirty (30) calendar days following receipt of such invoices, provided Supplier fulfills all duties and obligations set forth in this Agreement. Review of invoices by City may include an inspection of the Services and Equipment.

4. **TERM:** The term of this Agreement shall commence on September 3<sup>rd</sup>, 2025, and end on March 31<sup>st</sup>, 2026. This Agreement may be extended upon mutual written consent of the Parties provided that any amendment shall be executed by an authorized signatory of the Parties and provide in writing the amended term of the Agreement and, if applicable, a specified dollar amount of additional payment to be owed by City to Supplier.

5. **SUPPLIER'S DUTIES:** Supplier shall provide the Services and Equipment no later than March 31<sup>st</sup>, 2026. While performing the Services, Supplier shall exercise the reasonable professional care and skill customarily exercised by reputable members of Supplier's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Supplier shall be responsible for all errors and omissions Supplier or its subcontractors commit in the performance of this Agreement.

6. **WARRANTY:** Supplier shall guarantee the Services and Equipment against defective labor, workmanship and materials, ordinary wear and tear and unusual abuse or neglect excepted, in accordance with Exhibit C. If and to the extent Supplier obtains general or limited warranties from any of its subcontractors in favor of Supplier, Supplier shall also cause such warranty to be expressly extended to City. Any omission on the part of City to condemn defective work or materials at the time of installation shall not be deemed an acceptance and Supplier will be required at its sole cost to correct defective work or materials before final acceptance. If City notifies Supplier of defective labor, workmanship, or materials during the Warranty Period, Supplier shall begin correcting the defect within fourteen (14) calendar days of receipt of written notice from City. Such work shall include the repair or replacement of other work or materials damaged or affected by making the warranty repairs or corrective work all at no additional cost to City.

7. **NOTICES:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first-class postage prepaid to the last business address known to them who gives the notice. Notices shall be delivered to the following:

If to City:                   City of Apache Junction  
Liz Langenbach  
Parks & Recreation Director  
300 East Superstition Boulevard  
Apache Junction, AZ 85119

If to Supplier:           Dave Bang Associates Inc  
                          Attn:Trevin MacLay  
                          PO Box 8769  
                          Mesa, AZ 85214

8. **INSURANCE:** Supplier, at its own expense, shall purchase and maintain the minimum insurance required by this Agreement with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required by this Agreement shall be maintained in full force and effect until the Services are satisfactorily completed and formally accepted by City; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Supplier's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Supplier's acts, errors, mistakes, omissions, work, or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Supplier shall be solely responsible for the deductible and/or self retention and City, at its option, may require Supplier to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies required by this Agreement, except Workers' Compensation, shall name City, its agents, officers, officials and employees as Additional Insureds.

Supplier shall expressly bind any subcontractors, or any other lower tier subcontractors, used in the performance of any aspect of the Services, to the insurance requirements in this Agreement, making such obligations applicable to the other contractor to the same extent as it is applicable to Supplier. The purpose of this provision is to require any lower tier contractor, regardless of level, to provide insurance and indemnity required by this Agreement.

## **REQUIRED COVERAGE**

### **A. Commercial General Liability**

Supplier shall maintain throughout the Term Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Supplier's operations and products and completed operations.

If Supplier sublets any part of the Services, Supplier shall purchase and maintain, at all times during prosecution of the Services, an Owner and Supplier's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Services. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Supplier's Commercial General Liability insurance.

### **B. Automobile Liability**

Supplier shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than

\$1,000,000 each occurrence with respect to Supplier's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage code 1, "any auto," (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

**C. Workers' Compensation**

Supplier shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Supplier's employees engaged in the performance of the Services and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Supplier certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-901 *et seq.*, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Supplier has no employees for whom Workers' Compensation insurance is required by federal or state statutes, Supplier shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Supplier employs any employees subject to coverage.

**D. Certificates of Insurance**

Prior to commencing the Services, Supplier shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Supplier's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. City shall not be obligated, however, to review same or to advise Supplier of any deficiencies in such policies and endorsements, and such receipt shall not relieve Supplier from, or be deemed a waiver of, City's right to insist on strict fulfillment of Supplier's obligations under this Agreement.

The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms

of this Agreement. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this Agreement shall be delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

**"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."**

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Supplier's work or services and as evidenced by annual Certificates of Insurance.

Supplier shall require its insurers to provide City thirty (30) calendar days' prior written notice of any nonrenewal, cancellation, or material change in the coverage under such policy reducing coverage to below contractually-required amounts. If a policy does expire during the Term, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

**9. APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees, and court costs to be determined by the court in such action.

**10. FORCE MAJEURE:** Neither City nor Supplier, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics and related executive orders, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but

not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Suppliers, subcontractors, vendors or investors desired by Supplier in connection with the obligations under this Agreement. Supplier agrees that Supplier alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section 10 shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days..

**11. INDEMNIFICATION:** To the fullest extent permitted by law, Supplier shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, special districts, agents, and employees (collectively, the "City Indemnified Parties") from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of Supplier, its agents, employees, or any tier of Supplier's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Supplier or its subcontractors in the performance of the Services under this Agreement or any subcontract. Supplier's duty to defend, hold harmless, and indemnify the City Indemnified Parties shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by Supplier's acts, errors, mistakes, omissions, work, or services in the performance of this Agreement, including any employee of Supplier, any tier of Supplier's subcontractors, or any other person for whose acts, errors, mistakes, omissions, work, or services Supplier may be legally liable, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Supplier or any tier of Supplier's subcontractors or any other person for whose acts, errors, mistakes, omissions, work, or services Supplier may be legally liable in the performance of the Services under this Agreement or any subcontract.

**12. PERMITS AND FEES:** Unless otherwise provided in this Agreement, Supplier shall secure and pay for all applicable permits, government fees, licenses, and inspections necessary for the proper execution and completion of services

which are customarily secured after execution of the Agreement. Supplier shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Services. Supplier represents and warrants that any license necessary to perform the Services is current and valid. Supplier understands that the activity described in this Agreement constitutes "doing business in the City of Apache Junction" and Supplier agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the Term. Supplier also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and, if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws.

13. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the Services by only Supplier.

14. INDEPENDENT CONTRACTOR: City and Supplier agree and understand that the relationship between both Parties is that of an independent contractor. As such, Supplier is not entitled to receive any benefits to which City employees are entitled by virtue of their employment with City. City shall not be responsible for payment to employees of Supplier for salaries, related taxes (including, but not limited to, federal Social Security tax as well as federal and state unemployment taxes) and all other expenses related to their employment or contractual relationship with Supplier.

15. WAIVER OF TERMS AND CONDITIONS: The failure of City or Supplier to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

16. COMPLIANCE WITH FEDERAL AND STATE LAWS: Supplier understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Supplier hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Supplier further warrants that after hiring an employee, Supplier will verify the employment eligibility of the employee through the E-Verify program. If Supplier uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Supplier is subject to



a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Supplier shall not be deemed in material breach of this Agreement if the Supplier and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Supplier or subcontractor employee who works under this Agreement to ensure that the Supplier or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

17. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Supplier and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties. Written and signed amendments shall automatically become part of this Agreement and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

18. **SEVERABILITY:** City and Supplier each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

19. **SUCCESSORS, ASSIGNMENT AND DELEGATION:** City and Supplier each bind themselves, their partners, successors, assigns and legal representatives to the other Party and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party shall assign the Agreement or sublet it as a whole or delegate the duties under this Agreement,

without the written consent of the other Party, nor shall Supplier assign any monies due or to become due to it without the previous written consent of City.

20. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

21. **CO-OP USE OF CONTRACT:** This Agreement may be extended for use by other public entities. Any use of this Agreement by other entities must be in accordance with all applicable ordinances, resolutions, and statutes.

22. **PROHIBITION TO CONTRACT WITH SUPPLIERS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Suppliers who engage in boycotts of the State of Israel. Should Supplier engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of this Agreement.

23. **CERTIFICATION PURSUANT TO A.R.S. § 35-394.** In accordance with A.R.S. § 35-394, Supplier hereby certifies and agrees that Supplier does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the Term that Supplier is not in compliance with this Section 23, then Supplier shall notify the City within five (5) business days after becoming aware of such noncompliance. If Supplier does not provide the City with written certification that Supplier has remedied such noncompliance within one hundred eighty (180) calendar days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate in accordance with the Term.

24. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

[Signatures on the following page]

**SUPPLIER:**  
**DAVE BANG ASSOCIATES, INC.**  
an Arizona corporation

**CITY:**  
**CITY OF APACHE JUNCTION, ARIZONA, an**  
**Arizona municipal corporation**

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# EXHIBIT A

## SCOPE OF WORK



Estimate

AZ138714

To: City of Apache Junction  
Attn: Josh Vega  
300 East Superstition Boulevard  
Apache Junction, AZ 85119

Estimate Date  
07/24/2025

Salesperson  
Trevin MacLay

### Superstition Shadows Park - Ramadas

Estimated Shipping Date 10-14 Weeks		Shipped Via Truck - AZ	FOB Apache Jct.	Terms Net 30	Bid ID # Mohave #24K- BANG-0222
Quantity	Description			Unit Price	Total Extended
	<b>*Mohave Pass-Thru Items*</b>				
4	DBA Outfitters, Custom 19'2" x 19'8" (post to post) steel gable shelter. (4 baseplate posts - 8") Color; TBD			\$22,500.00	\$90,000.00
4	DBA Outfitters, Custom 19'2" x 39'2" (post to post) steel gable shelter. (8 baseplate posts - 8") Color; TBD			\$46,250.00	\$185,000.00
	Subtotal				\$275,000.00
1	Shipping			\$2,550.00	\$2,550.00
1	Installation by a Factory Certified Licensed Contractor to include: -Demo of (4) existing 19'2"x19'8" shelters -Demo of (4) existing 19'2"x39'2" shelters -Install (4) New Custom 19'2" x 19'8" steel gable shelter. -Install (4) New Custom 19'2" x 39'2" (post to post) steel gable shelter. -(1,020 ln ft) Temp Fencing *Existing footings and anchor bolts to remain in place and be used for new shelters			\$74,520.00	\$74,520.00
THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS				Subtotal	\$352,070.00
THANK YOU FOR THIS CHANCE TO ESTIMATE				Tax (5.915%)	\$20,824.94
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE				<b>Total</b>	<b>\$372,894.94</b>

Accepted By  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

## EXHIBIT B

### MAP





## **EXHIBIT C**

### **WARRANTY**

Supplier warrants the structural aluminum components against material failure and corrosion for the lifetime of the product, under normal use and proper maintenance.

Steel components are warranted for 30 years against defects in materials and manufacturing, including structural failure due to workmanship or material flaws.

#### **Warranty Claim Procedure**

To submit a warranty claim, City shall provide the following to Supplier:

1. **Proof of Purchase:** Original invoice or receipt showing the date and location of purchase.
2. **Photographic Evidence:** Clear photos of the defect or issue in question.
3. **Project Information:** Job name, installation address, and date of installation.
4. **Detailed Description:** A written explanation of the defect and how it was discovered.
5. **Contact Information:** Name, phone number, and email of the party submitting the claim.

#### **Warranty Resolution Process**

Upon receipt of a complete warranty claim, Supplier shall:

- Review the claim and documentation within 10 business days of receipt of claim.
- If the issue falls under warranty, Supplier shall:
  - Repair or replace the defective part or product, at our discretion.
  - If repair or replacement is not feasible, issue a pro-rated credit toward a future purchase.
- Labor, removal, and reinstallation costs are not covered under this warranty unless expressly authorized in writing.

#### **Exclusions**

1. Damage resulting from misuse, vandalism, improper installation, unauthorized modifications, neglect, natural disasters, or failure to perform proper maintenance.
2. Corrosion resulting from installation in harsh coastal or industrial environments without proper protective treatments.