

City of Dania
Entrance Lounge
August 5, 2011

Description	Quantity	Unit Price	Price
Wall Unit With two laminate top desks 14' x 2' x 9' high in the center 18" Deep on the sides and 8' high Plywood construction 3/4" with Wenge veneer Finished top Delivery to the site included, installation by the city	1	\$9,000.00	\$9,000.00
Sofas including frame, fabrics and freight to a receiving warehouse Contract Quality, contract frame, 2 different fabrics, w85" x D36" x H40" Wood finish to coordinate with the wall unit	2	\$1,983.53	\$3,967.05
Chairs Contract Quality, contract frame, 2 different fabrics, W30" x D39" x H41"	2	\$825.83	\$1,651.66
Cocktail Table 55"W x 38"D	1	\$900.50	\$900.50
End Tables Wood W23.5" x W23.5" x 23.5"	2	\$485.40	\$970.80
1 Side Table	1	\$745.00	\$745.00
Sub Total			\$17,235.01
Design Services 20%	1		\$3,447.00
Total	1		\$20,682.01
All furniture ordered must go to a receiving warehouse for inspection and delivery 2 Sofas, 2 chairs, 1 cocktail table, and 3 side tables to be paid directly to warehouse	1	\$400.00	\$400.00

Schedule of Payments

Wall Unit 50%	\$4,500.00
Sofas 50%	\$1,983.53
Fabrics for Sofas 100%	\$1,507.05
Chairs 50%	\$825.83
Fabrics for Chairs 100%	\$147.40
Cocktail Table 50%	\$450.00
End Tables 50%	\$485.40
Side Table 50%	\$372.50
Design Services 50%	\$1,722.50
First Payment Deposit	\$11,994.21
Second Payment Before Installation	\$8,687.80
Total	\$20,682.01



TERMS OF SALE

- Payment in full at time of placement of order (including delivery, insurance, sales or other taxes and other related charges) is required unless other arrangements have been agreed to, in writing, by DCOTA Design Services, LLC (DDS). All orders are non-cancelable unless stated otherwise or agreed to in writing by DDS.
- Unless specifically stated to the contrary, all delivery, packing, crating, shipping, in-transit insurance, local delivery, uncrating and installation charges, as well as sales or other taxes are in addition to the stated purchase price.
- Merchandise will substantially conform to the description on the reverse side hereof, except that such merchandise may vary slightly from description or sample. Described sizes are approximate only. If the manufacturer of a product provides manufacturer's warranty, and such warranty is transferable to Purchaser, then Purchaser shall be afforded all rights, solely as against the manufacturer, and not DDS, as provided for in the manufacturer's warranty.
- ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Any oral statements about merchandise made by DDS's employees or agents do not constitute warranties, shall not become a part of this Agreement and shall not be relied upon by Purchaser. In no event shall DP be responsible for the correctness of, or be deemed to have made, any representation or warranty of description, size, medium, genuineness, attribution, provenance, authenticity, age or condition concerning merchandise.
- Quoted delivery dates are approximate dates only. DDS shall not be responsible for any delay in delivery or failure in performance for any cause beyond DP's control (including, but not limited to, labor disputes, failure or delay of sources to supply, transportation difficulties, accidents, fires or acts of God) or any event which interferes with DP's normal business operations.
- DDS is not responsible and Purchaser is not relieved of its obligations where on-site conditions or limitations prevent delivery. In all cases, it is the responsibility of Purchaser to determine that the size of the completed items can be accepted by elevators, entry doors and other points of entry. DP has the absolute right to rely upon the accuracy of all information, plans, drawings, specifications and measurements provided to it by Purchaser. DP has no obligation to, nor will it seek to verify the accuracy of any such information.
- Prices quoted herein are applicable solely to this order. If order is not accepted within five (5) days from date of proposed order, prices are subject to change without notice.
- All shipments are made F.O.B. place of origin. Delivery arrangements are the responsibility of Purchaser and a copy of such arrangements should be forwarded to DDS. If DDS arranges for delivery of the merchandise, the carrier shall be deemed the agent of Purchaser. DDS shall not be responsible, in any event for any damage caused to the merchandise during shipment, or in storage. Purchaser should report, in writing, such damage directly to the carrier. All claims for freight overcharge or damage to goods while in transit must be settled with the carrier.
- All claims against DDS, including defects, shortages and errors, must be made within three (3) day after receipt of the merchandise. Failure to make any claim against DDS within such three (3) day period shall constitute acceptance of the merchandise and a waiver of said defects, shortages, errors or other claims.
- Should Purchaser not be able to or fail to accept the merchandise after notification of availability of delivery is given to Purchaser, Purchaser shall be responsible for all storage charges.
- These terms supersede any contrary provisions of Purchaser's purchase order, if any.
- In no event shall DDS be liable for any consequential or incidental damages. In no event shall DDS's liability, for any reason, exceed the amount actually paid by Purchaser to DDS for the subject merchandise.
- Purchaser will be liable for all reasonable costs, expenses and fees, including attorney's fees, incurred by DDS in collecting monies due or to become due hereunder.
- Any action for DDS's breach of this agreement must be commenced by Purchaser within one (1) year after the cause of action has accrued.
- This Agreement sets forth the entire transaction between the parties and any and all prior agreements, warranties or representatives made by either party are superseded by this Agreement and cannot be modified, except by a further writing signed by both Purchaser and DDS.
- The laws of the State of Florida govern all matters arising out of or relating to this Agreement, including, its interpretation, construction, performance and enforcement. Any party bringing a legal action or proceeding against the other arising out of or relating to this Agreement or the transaction it contemplates shall bring the action or proceeding only in a state or federal court located in the State of Florida. Each party, to this Agreement, submits to the jurisdiction of such courts for the purposes of all legal action or proceeding arising out of or relating to this Agreement.

Date: _____

Clients Name: _____ Signature: _____