



# Proposal

Date	Proposal #
3/2/2023	44939
Prepared By:	
Ann Reno areno@pac-fit.com (503) 709-1134	

Remit To:  
**Pacific Fitness Products LLC**  
 12326 Beverly Park Rd #101  
 Lynnwood WA 98087-1506  
 425.338.2008, Fax 425.338.3538  
 orders@pac-fit.com

Bill To			Ship To	
South Bay Fire Department 3506 Shincke Road NE Olympia WA 98506 United States			South Bay Fire Department 3506 Shincke Road NE Olympia WA 98506 United States	
Order Primary Contact			On-Site Point of Contact	
Kyle Chiatovich (360) 250-1014 kchiatovich@southbayfire.com			Kyle Chiatovich (360) 250-1014 kchiatovich@southbayfire.com	
Proposal Expires	Terms	PO #	Ship Method	Delivery Date
4/1/2023	50% down, 50% Due on Rec		WA Staff	4/27/2023

Qty	Item	Description	List Price	Our Price	Amount	Tax
		Sourcewell Contract # 0811-20-PCR				
1	EPRCSCL-835-P31-BG	Precor Experience 835 Revolving Stair Climber w/ P31 Console w/ Advanced LED Display, Black Pearl Frame	9,620.00	6,737.00	6,737.00	Yes
1	EPEL-V1B	Peloton V1 Commercial Bike Includes Mat & 2# Dumbbell Set Commercial SPD Pedals Commercial 3 Year Parts/Labor Warranty Commercial Multi User Software	2,995.00	1,995.00	1,995.00	Yes
1	Shipping, Del & Setup	Incoming Freight, Delivery and Setup Charges		692.40	692.40	Yes

**Additional Notes:**

This Proposal along with the Terms & Conditions of Sale is Authorized on - Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Print: \_\_\_\_\_  
 Prices reflect payment via check or ACH. Credit Card payment is accepted for your convenience at an additional 3%. Please make checks payable to PACIFIC FITNESS PRODUCTS and remit to the Lynnwood address above.

Subtotal	\$9,424.40
Tax (AVATAX 8.1%)	\$763.39
<b>Total</b>	<b>\$10,187.79</b>

# PACIFIC FITNESS PRODUCTS LLC

## STANDARD TERMS & CONDITIONS

**1. AGREEMENT:** The terms and conditions of sale shall constitute a Sale Agreement between Pacific Fitness Products LLC. (hereinafter referred to as PFP) and Customer for all products and services to be provided by PFP to Customer, and no other terms and conditions and no modifications or amendments thereof shall be binding upon the parties unless consented in writing by PFP. Customer will review and sign a Sales Proposal to initiate orders for products and services, however any terms and conditions on such form which are in addition to or inconsistent with the terms and conditions of this Agreement shall be deemed to have been stricken for such orders.

**2. DELIVERY:** PFP will use its best efforts in the ordinary course of its business to effect deliveries as specified, however in no event, shall PFP be liable for any damages, consequential or otherwise, arising from any failure of PFP to meet any delivery date. Unless otherwise requested by Customer, delivery will be made by PFP's Delivery Team or an authorized 3rd Party Delivery Company selected by PFP or in the case of drop ship orders, a common carrier selected by PFP. Delivery of equipment will take place only if the original sales proposal has been signed by an authorized representative of Customer. Customer agrees to accept delivery of goods on an agreed upon date or within 20 days of when PFP has received all goods necessary to fulfill Customer's order from the manufacturer(s). In the event customer is unable or unwilling to accept installation within the time frame agreed upon above, customer agrees to arrange to store goods and remit payment as per the terms of this agreement. If PFP is willing to provide assistance in storage of equipment, the same shall be stored at prevailing market rates. PFP will make its best effort to accommodate customer's needs once a new timetable for delivery is established, however cannot guarantee reschedule date availability. In no event will PFP be liable for any loss, damage, or expense due to late delivery or damage caused by contracted delivery companies or carriers. Customer's notice of delivery schedule cancellation must be received by PFP no less than Fifteen (15) days prior to the confirmed delivery date and time. If the delivery cancellation is not received within that timeframe, the customer could be charged 20% of the total order, plus applicable storage fees.

**3. PARTIAL SHIPMENT:** PFP reserves the right to make partial shipments of products ordered by Customer as such products become available for shipment and may invoice separately for each shipment. Partial shipment of products shall not relieve Customer from Customer's obligation hereunder to accept shipments of the remainder of the order.

**4. RISK OF LOSS:** Title and risk of loss shall pass to Customer upon PFP's delivery of the equipment to a common carrier, authorized 3rd party delivery firm or to Customer

**5. PAYMENT:** Unless otherwise indicated, the terms of payment are as they appear on the signed sales proposal and or sales order documents. PFP reserves the right to require full or partial payment in advance of all or any part of the purchase price of any product or service listed on accepted proposal/order. PFP shall invoice Customer for the purchase price of each of the products shipped and services pursuant to this Agreement, which invoice may also reflect charges for freight, handling, taxes, installation and other amounts payable to PFP hereunder. All amounts specified in any such invoice shall be paid by Customer to PFP within thirty (30) days from the date of the invoice or as indicated on the original proposal or sales order. Any amounts due hereunder from Customer and not paid within thirty (30) days or agreed upon due date thereon shall bear interest at the lesser of the rate of one and one-half percent (1- ½ %) per month or the maximum rate permitted by applicable law. Such interest shall be in addition to and without limitation of any other rights or remedies which PFP may have under this Agreement or at law or in equity. PFP shall have the right and option to withhold service and parts. Customer agrees to pay any attorney's fees and costs incurred by PFP in the collection of any delinquent amounts due under this Agreement. Customer shall be responsible for all taxes arising out of or related to the provision of products and services ordered, including but not limited to sales, use and excise taxes, unless proper tax-exempt paperwork is provided during the proposal period. Such taxes shall be in addition to the sales price unless otherwise provided.

**6. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the exclusive forums for the resolution of any disputes hereunder shall be Washington state courts in the County of Snohomish, or federal courts in the State of Washington.

**7. RETURNS:** New, unused Finished Goods/Product currently sold by PFP may, but only with prior written authorization be returned. In no case is any equipment to be returned without a proper Return Authorization (RA). RA's must be assigned and approved. They can be obtained by contacting your Sales Representative or by calling our corporate office at 800-495-2008, hours of operation are 8:30AM- 4:30PM Pacific Time.

PFP assumes no responsibility for damage caused by shipping or improper packaging, and all items being returned must be received by PFP in the same condition as when it was originally shipped/delivered to the Customer. Items being returned from the Customers site will be handled by the original delivery company and will be prepaid by the Customer. Each returned item is subject to a 10% to 30% restocking charge of the purchase price of such product. Orders cancelled after shipment from the vendor to PFP or after production begins for built to order product are subject to a 20% restocking fee of the purchase price.

**8. ACCEPTANCE BY CUSTOMER:** The products shall be deemed accepted by Customer as of the date of receipt of the products by the Customer and signed acceptance of the Sales Order documents at the completion of the delivery and set up. IF within Ten (10) days after such date Customer gives PFP written notice that the products are not accepted and specifies in detail the reasons thereof. PFP may then, at its sole discretion, proceed to make necessary corrections, in which case such corrective action by PFP shall be Customer's sole remedy for non-acceptance of a product. Upon completion and acceptance of such corrections, the products will be deemed accepted by Customer. Under no circumstances shall Customer be entitled to revoke Customer's acceptance of the products.

**9. WARRANTY:** Each product shall have its own Limited Warranty. Such Warranty shall be the original Customer's sole and exclusive remedy for any breach of the Warranty. PFP makes no warranties, express or implied with respect to the equipment and expressly disclaims any implied warranty of merchantability and any implied warranty of fitness for purpose. Any warranty obligations are maintained between the original equipment manufacturer and the Customer and shall be governed by the requirements of the manufacturer's warranty requirements and specifications.

**10. ASSUMPTION OF RISK/LIMITATION OF LIABILITY:** The Customer and each user of the equipment are solely responsible for the proper use thereof. Improper use may result in personal injury. PFP will not be liable for any direct, special, indirect or consequential damages arising out of the improper use of the equipment. The purchase of this equipment signifies acceptance of all responsibility and liability of monitoring member's usage and liability of training at own risk. In no event will PFP be liable for any special, punitive, indirect, or consequential damages (including lost profits) resulting from the use or loss of use of the equipment, even if it has been advised of the possibility of such damage. This includes a) any improper or incomplete installation performed by the customer, b) installations that have been compromised after professional installation by PFP c) any misuse of the equipment by the end user. nor will PFP's liability to Customer (under contract, tort or otherwise) exceed the amount by Customer under this agreement for the relevant equipment or service.

**11. FORCE MAJEURE:** Delay in or failure to carry out the duties imposed upon either party (except Customer's duty to make invoiced payments to PFP) under this Agreement shall not constitute default hereunder or give rise to any claim for damages if such delay or failure results directly or indirectly from acts of God, acts of any civil or military authority, civil disturbances, war, strikes, or other labor disputes, shortages of labor or materials, fire, transportation contingencies, laws, regulations, acts or order or any government or agency or official thereof, other catastrophes or any other similar occurrences beyond such party's control, all of the aforesaid being herein for convenience referred to as "events of force majeure". In the event that PFP's work is delayed, impeded or rendered more costly to PFP by any event of force majeure, the price to the Customer hereunder shall be increased accordingly, upon at least thirty (30) days prior written notice to Customer, to reflect such increase in the cost to PFP, including without limitation, its increase in costs occasioned by the indirect effects of such event. Force majeure delays shall also extend the estimated delivery date on a day by day basis

**12. TERMINATION:** Either party may terminate this Agreement at any time on fifteen (15) days written notice without cause. In the event of termination, Customer and PFP shall be relieved of all further obligations hereunder except Customer's obligation to pay PFP the total of PFP's outstanding invoices as of the date of termination and invoices on all orders and invoices in progress including without limitation, all costs, expenses and liabilities (including cancellation charges) incurred by PFP as a result of such termination.

**13. WAIVER:** No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective or a continuing waiver, except pursuant to a written instrument signed by the party or parties waiving compliance. Any such waiver shall be effective only in the specific instance and the specific purpose stated in such written document.

**14. SEVERABILITY OF PROVISIONS:** No modification may be made to these Terms and Conditions unless the same is in writing, signed by an authorized corporate representative of PFP. These Terms and Conditions represent the entire understanding between PFP and Customer and there are no oral understandings. These Terms and Conditions supersede any prior discussions, understandings or agreements between Customer and PFP.

Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended by the parties to be severable and independent of any other such provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of the Agreement shall remain valid and enforceable according to its terms.