

Lakeside Dock & Lift Sales
d/b/a Calm Water Ventures, Inc.
9883 Hwy 70 West
Minocqua, WI 54548

Purchase Agreement

This agreement made this 3rd day of November, 2021, by and between Calm Water Ventures, Inc., d/b/a Lakeside Dock & Lift sales (hereinafter "Company"), and Joe Prybell (hereinafter "Customer"), with a mailing address of 27428 La Vista Drive, Mundelein, IL 60060.

Company agrees to furnish and install or cause to be furnished and installed, dock and/or waterfront equipment as outlined below, in a good and workmanlike manner on the premises of the Customer at 6280 Crescent Drive in the Town of Lake Tomahawk, State of Wisconsin.

WAVE ARMOR DOCK SYSTEM/CUSTOM CANOPIES:

- 1 (ONE) 7' wave dock ramp
- 13 (THREE) 10' wave dock sections
- 9 (NINE) 21' pipe assemblies (GREEN)
- 2 (TWO) 60" half round sections
- 1 (ONE) 5' dock bench
- 1 (ONE) Folding dock ladder
- 8 (EIGHT) Aluminum dock bumpers
- 8 (EIGHT) Vertical dock bumpers
- 2 (TWO) Custom canopy leg sets
- 1 (ONE) 10 x 24 canopy frame
- 2 (TWO) 10 x 24 Airmax canopy fabrics (GREEN)

*Includes all delivery, assembly and installation

20% restocking fee will be charged for cancellation/return of all special order items-with no exceptions

PAYMENT TERMS

Customer shall pay to Company for the installation of the dock and/or waterfront equipment outlined above, and for all obligations specified herein, as full and complete consideration therefore, the sum of (\$ 51,577.00) plus State of Wisconsin Sales Tax of (\$ 2,836.73). Payments made in the form of credit **card shall be subject to a 3% processing fee.**

One-half of the purchase price shall be paid upon the signing of this Agreement and one-half shall be paid upon the completion of the installation of said dock and/or waterfront equipment. Any installation charge quoted in this Agreement is based on the Company, its agents, subcontractors or assigns performing the installation.

In addition to the charges stated above, Customer shall be responsible for any assessments, taxes, fees, permits and approvals imposed by any governmental body, relating to the installation provided under this Agreement. In the event a Company representative is sent to the Customer's premises to respond to a service call by the Customer improperly following operating instructions, there shall be a service charge to the Customer.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE

Title to the dock and waterfront equipment is to remain with the Company until the dock and waterfront equipment is delivered to customer's property and until full purchase price is paid. Failure to pay the purchase price of the installed dock and waterfront equipment when due shall give Company the right, without obligation to repair the premises or any other liability, to repossess the equipment with or without notice, and to avail itself of any legal remedy.

LIMITED WARRANTY

All installation work performed by the Company is warranted for the first season after purchase. Company makes no warranties, expressed or implied, and its agents or assigns are not authorized to make such warranties on behalf of the Company. All materials, parts, and equipment are warranted by the manufacturers' or suppliers written warranty only.

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the original Purchase Agreement.

The Company during its normal working hours, Monday through Friday, except holidays, will furnish service pursuant to the warranty. The Company shall not be responsible for failure to render service due to causes beyond its control. Services rendered outside the normal working hours of the Company are not within the scope of the warranty and any services requested be performed at such times shall be charged for at Company's then applicable rates for labor and material.