

# THE GEORGE WASHINGTON MASONIC NATIONAL MEMORIAL ASSOCIATION

"To inspire humanity through education to emulate and promote the virtues, character and vision of George Washington, the Man, the Mason and Father of our Country."

March 15, 2023

James B. Spengler Recreation Director Recreation, Parks & Cultural Activities 1108 Jefferson Street Alexandria, Virginia 223134

Dear James,

Enclosed are two copies of the Letter of Intent to transfer two (2) sets of bleachers to the City.

Please sign both copies and return one to me in the enclosed envelope.

Please contact me with questions or concerns.

With kindest regards, I remain

Sincerely Yours,

George D. Seghers
Executive Director

## Letter of Intent

THIS LETTER OF INTENT (the "Document") made as of this 15th day of March, 2023 (the "Execution Date"),

## BETWEEN:

The George Washington Masonic National Memorial Association, Inc. of 101 Callahan Dr, Alexandria, VA 22301, USA

City of Alexandria, Virginia of 301 King St, Alexandria, VA 22314, USA

(individually the "Party" and collectively the "Parties")

## **BACKGROUND:**

This Document will establish the basic terms used in a future agreement between the Parties. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

## **Non-Binding**

1. This Document does not create a binding agreement between the Parties and will not be enforceable. Only the future agreement, duly executed by the Parties, will be enforceable. The terms and conditions of the future agreement will supersede any terms and conditions contained in this Document. The Parties are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

# **Transaction Description**

- 2. The subject of this transaction is described as follows:
  - The George Washington Masonic National Memorial Association, Inc. Hereby Transfers ownership of two (2) each 10 Row Bleachers (Description and item number attached) valued at \$22,990.00 to the City of Alexandria, Virginia.

# **Closing Date**

3. The transaction will be completed on or about the 15th day of March, 2023 (the "Closing Date"). All obligations as indicated in the future agreement will be completed and met by the Closing Date.

## Representations

4. The Parties represent and warrant that their respective assets, real property or personal property, which constitutes any or all of this proposed transaction, are free and clear of any liens, charges, encumbrances or rights of third parties. If the representations of one or more of the Parties are untrue upon the Closing Date, then any remaining Parties may terminate any future agreement without penalty and any deposits must be refunded.

This Document accurately reflects the understanding between the Parties, signed on this 15th day of March, 2023.

Per: New (Seal)

The George Washington Masonic National Memorial Association, Inc. (Party)

Per: \_\_\_\_\_(Seal)

City of Alexandria, Virginia (Party)



Highland Products Group/The Park Catalog 931 Village Blvd Ste 905-354 West Palm Beach, FL 33409 Phone: 561-620-7878 Email: sales@theparkcatalog.com

Bill to:

Derrick Sanders

George Washington Masonic National Memorial

101 Callahan Drive

Alexandria, Virginia, 22301

United States

T: 540-260-5109

Ship to:

Derrick Sanders

George Washington Masonic National Memorial

101 Callahan Drive Alexandria, Virginia, 22301

United States T: 540-260-5109

Quote Proposal Date of Proposal Proposal valid until

Q23.72297 Jan 31, 2023

Feb 14, 2023 (14 days)

Sales Rep: Carrie Georgopoulos carrie.georgopoulos@theparkcatalog.com

Lead times quoted are only estimates and may change due to the volatility and demand of raw materials.

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1	1 routiet mage	Froduct Bame	ltein #	QTY	Price	Your Price	Discount	Subtotal	7
	A Commence	A CONTRACT OF THE PARTY OF THE						Cuototai	J
		10 Row Aluminum Bleachers - Midfielder	569-1109-2094708	2	\$12,115.00	\$10,320,00	\$3 590 00	\$20,640,00	

Series Length

15' Long

Shop Drawings

No Drawings

Anchoring Option

No Anchors

Aluminum angle understructure

2 X 10 anodized aluminum seat plank with poly end caps

Double mill finish aluminum foot plank with aluminum end caps

1 x 6 mill riser rows 2-9, (2) 1 x 6 top row risers

(1) 36 inch vertical aisle & handrail (on one end)

Please specify aisle location (spectator right or spectator left)

when ordering

Chainlink guardrail system

ORDER MUSTBE PLACED NO LATER THAN 2/2/23 TO MAKE YOUR IN HAND DATE NOTIFY BEFORE DELIVERY INCL IN FREIGHT EST CUSOTMER MUST OFFLOAD

\*\*\*Economical mill finish foot plank and riser have been specified on this quote. The Park Catalog will not be responsible for discoloration or staining (dark black, brown or white residue) resulting from unavoidable condensation that occurs during packing, transporting and storage, preceding and/or during installation. Removal of these stains or replacement of boards upon completion of installation is not part of this contract because stained mill finish boards meet all specified requirements. A clear anotized finish may be quoted at one finish boards meet all specified requirements. A clear anodized finish may be quoted at an additional cost to avoid discoloration or staining.\*\*\*

Adjustment Quote -\$3,590.00 Total Discount \$3,590.00 Subtotal \$20,640.00 Shipping & Handling (Excl. Tax) \$2,350.00 Tax \$0.00 Grand Total \$22,990.00

George D. Sighers George D. Seghers

2/2/2023

## - THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

## TERMS & CONDITIONS

SHIPPING:
All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.

• Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before

Delivery.

Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.

Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

### CANCELLATIONS:

All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

### RETURNS:

RETURNS:

We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:

• Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.

• Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.

• Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for easons other than damage or defect. Original shipping charges will not be refunded.

• Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees

apply.

• Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

• Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.



# THE GEORGE WASHINGTON MASONIC NATIONAL MEMORIAL ASSOCIATION

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# **PURCHASE ORDER**

**Date:** 02/03/2023

# Vendor:

Highland Products Group 931 Village Boulevard, Suite905-354 West Palm Beach, Florida 33409 561-620-7878 sales@theparkingcatalog.com

# **Project:**

Cornerstone Rededication P. O. Number: 02-03-D1 Invoice Number:

Terms: 30 Days

# **Description:**

Bleachers - 10 row x 15 feet Item Number: 569-1109 Quantity: Two (2) each

Total: \$22,990.00 (includes shipping)

# **Ship To:**

The George Washington Masonic National Memorial 101 Callahan Drive Alexandria, Virgina 22301 703-683-2007 dsanders@gwmemorial.org

Ordered By:

George D. Seglier

2/3/2023