

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Miracle Recreation Equipment Company, an Iowa company ("Provider").

WITNESSETH:

WHEREAS, the City desires to purchase playground equipment, parts and installation services for Sandstone Ridge Park located at 1661 W Hammer Lane, North Las Vegas, NV 89031, as more particularly described in **Exhibit A** (the "Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

WHEREAS, this Agreement is exempt from all applicable competitive bidding requirements pursuant to NRS 332.115(1)(a);

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect until Services are completed, inspected, and accepted by the City (the "Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

SECTION THREE COMPENSATION

Provider will provide the Services in the amount of One Hundred Eighty-Eight Thousand, Nine Hundred Ninety-One Dollars and 50/100 (\$188,991.50), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice,

provided that each invoice is complete, correct, and undisputed by the City. The total not to exceed amount of this Agreement is One Hundred Eighty-Eight Thousand, Nine Hundred Ninety-One Dollars and 50/100 (\$188,991.50).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

7.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the

right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9.6. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City.

9.7. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas Attention: Maria Consengco 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633-1463
To Provider:	Miracle Recreation Equipment Company Attention: Eddie Lozada PO Box 734154 Dallas, TX 75373 Phone: 714-232-2534 Email: eddie.lozada@miracleplayground.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further

recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting

document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

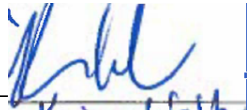
[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

Miracle Recreation Equipment Company,
an Iowa company

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Name: Kevin Walker
Title: City Manager

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Services

Please see the attached page(s).



Sandstone Ridge Park - City of North Las vegas - MREC Refresh



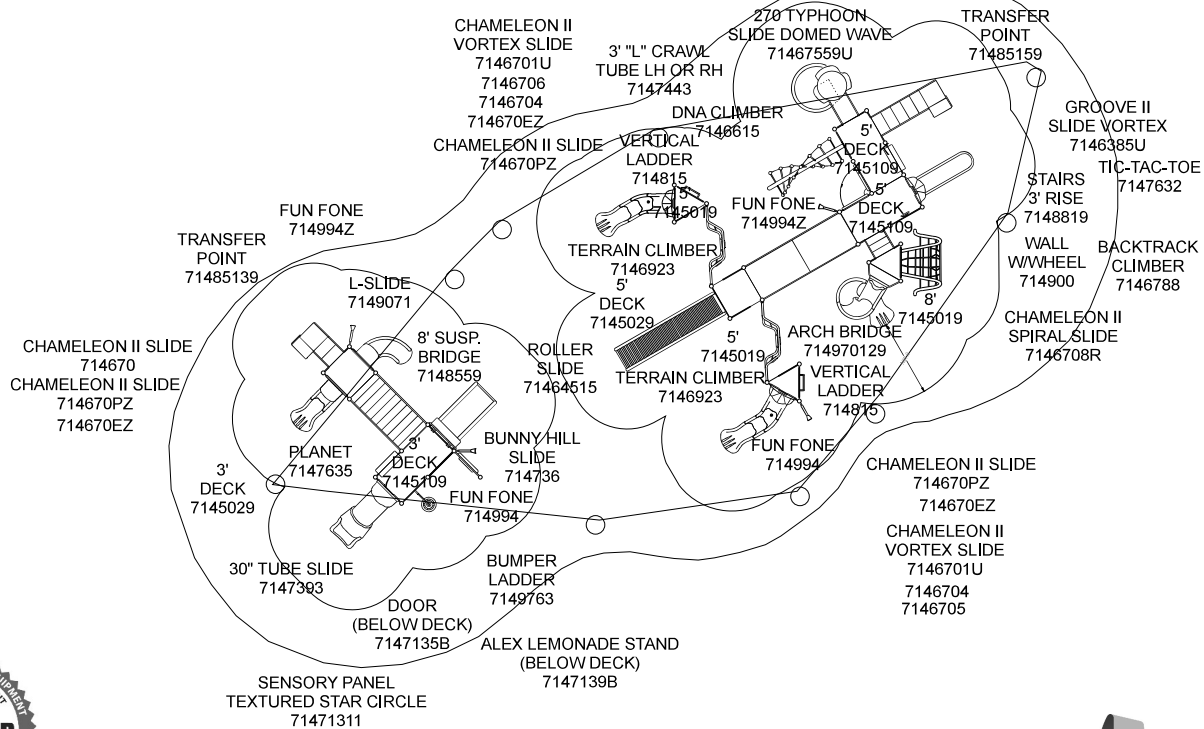
FOR KIDS AGES
2-5
YEARS

AGE GROUP: 2-5
ELEVATED PLAY ACTIVITIES - TOTAL: 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 3
GROUND LEVEL QUANTITY: 3 REQ'D 3

Sandstone Ridge Park-Refresh North Las Vegas, NV

AGE GROUP: 5-12
ELEVATED PLAY ACTIVITIES - TOTAL: 15
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 1 REQ'D 3
GROUND LEVEL QUANTITY: 1 REQ'D 5

FOR KIDS AGES
5-12
YEARS



Miracle Playground Sales, Inc.

9106 Pulsar Ct
Corona, CA
PHONE NO: (800) 905-1411
FAX NO: (877) 905-1411

R0036_45422386572

COMPLIES TO ASTM/CPSC

GROUND SPACE: 75'-0" x 54'-8"

PROTECTIVE AREA: 87'-0" x 66'-0"

DRAWN BY: Monte Corley

DATE: 5/10/2024

COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

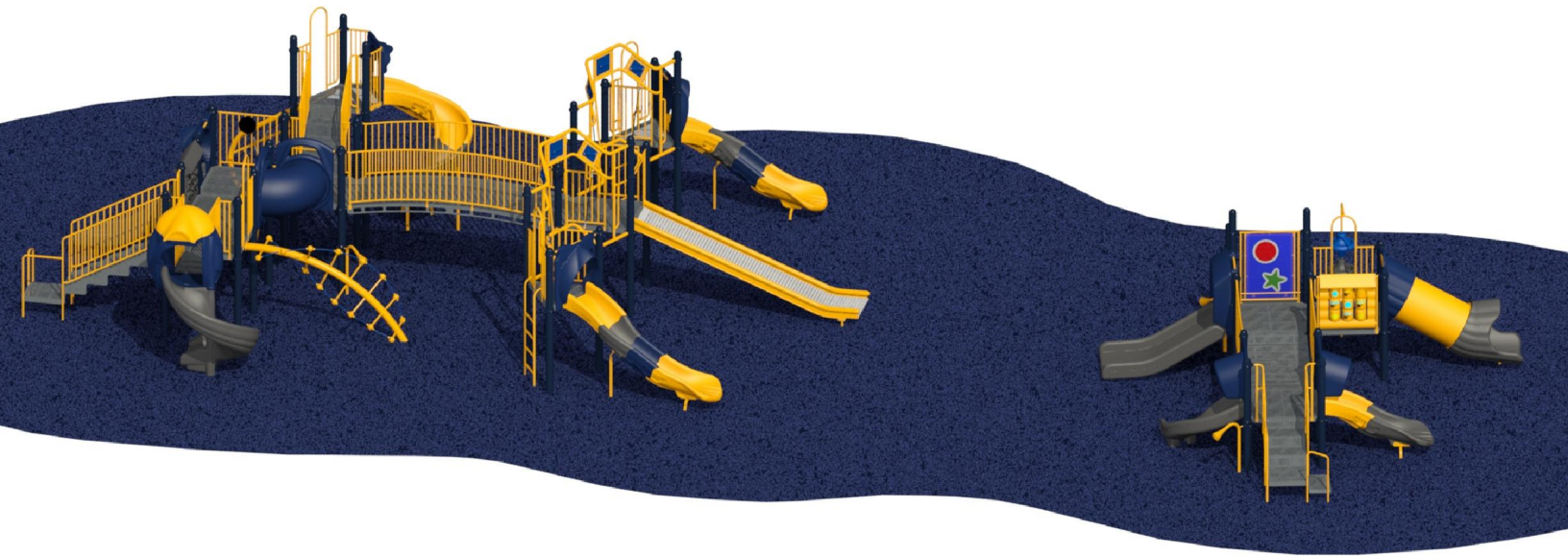
THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS











Payment Address
PO Box 734154
Dallas TX 75373-4154
Phone # (800) 264-7225
Fax # (877) 215-3869
sales@miracleplayground.com
www.miracle-recreation.com

Estimate Number	MREC 6454
Estimate Date	05-22-2024
Expiration Date	06-22-2024

Customer	City of North Las Vegas Parks & Recreation
Name	Chris Vasquez
Phone	702-633-2581
Email	vasquezch@cityofnorthlasvegas.com

Sales Rep	Eddie Lozada
Email	eddie.lozada@miracleplayground.com

Payment Terms	Net 30
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Project Name
Sandstone Ridge Park - City of North Las Vegas - MREC Refresh

Item	Description	Quantity	Total
MREC 5-12	MREC 2-5 and 5-12 Custom 2-5 and 5-12 Year Old Playground from Miracle recreation Equipment Company. Drawing Number R0036_45420586775	1	\$111,358.50
		1	\$0.00
			\$111,358.50

Sales Tax \$0.00

Product Total \$111,358.50

Item	Description	Quantity	Rate
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Freight Miracle	Freight Miracle Shipping costs for Miracle Recreation Equipment. All prices FOB Destination. Unloading is the responsibility of the receiver. Parts will arrive loose and/or palletized. We recommend at least three people to unload a full play structure delivery.	1	\$6,683.00
Installation	Installation to include: Remove & haul off existing Miracle Playgrounds decks/stairs/transfers, enclosures/barriers/activity panels, slides/climbers including removal of support legs and footings. Structural posts to be protected in place	1	\$26,620.00
Installation	Install of Miracle playgrounds replacement decks/stairs/transfers, enclosures/barriers/activity panels, slides/climbers. Includes excavation and concrete of support legs and footings	1	\$39,050.00
Mobilization	Mobilization Includes drive/ride time of laborers, fuel, and wear & tear of trucks and equipment for the duration of the job	1	\$5,280.00
			\$77,633.00

Tax \$0.00

Shipping, Handling and Non Taxable Services Total \$77,633.00

Grand Total	\$188,991.50
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NOTES AND EXCLUSIONS:

- This estimate shall not become binding until signed and returned for approval.
- A signature indicates acceptance of all terms, conditions, and prices listed.
- A signed quote will not substitute for a Purchase Order if one is required by the Customer. **Make purchase orders out to Miracle Recreation.**
- Exclusions: All Unloading, Storage, Installation, Site Work, Fees & Permits, outside of the quoted above.
- Footing calculations for playground equipment can be added for an additional fee if required
- **All signed quotes and/or purchase orders should be emailed to sales@miracleplayground.com or faxed to 877-215-3869. Hard copies can be mailed to Miracle Playground Sales 1101 California Ave Suite 209 Corona, CA 92881**

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as material alterations, and all such terms shall be void. The customer authorizes Miracle to ship the equipment and pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via a common carrier designated by Miracle. The customer agrees to pay all additional service charges for past due invoices per the terms listed above. The customer must provide proper tax exemption certificates to Miracle and promptly pay and discharge all applicable taxes, license fees, levies, and dismiss other impositions on the equipment at its sole expense.

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WHY MIRACLE[®]



Miracle brings you the thrills of a lifetime.

Miracle is one of the nation's first and most innovative playground equipment manufacturers. We first began shaping the future of play in 1927 when our founder Johnnie Ahrens created the Whirl — a tilting, kid-powered merry-go-round — based on the timeless insight that, **"Kids want action."**

That same inspiration has driven more than 90 years of innovation, including the introductions of the first fiberglass slide (1963), the 25-foot Mega Tower® (2000s), and the Avalanche Inclusive Slide (2015). Our latest advance, the Extreme Generation adventure playground, delivers challenging physical events for kids seeking extreme play. Its design brings play to new heights, with innovative, fully-enclosed skyways that provide elaborate rope-course-inspired activities far above ground, safely adding an element of perceived risk to any play space. This never-ending dedication to innovation is the reason why, even after more than 90 years, the Miracle legacy remains focused on building yours.

The Miracle Advantage

We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Let's get you started by envisioning a playground that is meant for your community and right for your budget. It's why our legacy has always been about building yours.

VERSALOK®

Our clamp design eliminates the need for stacking multiple clamps and features a stainless steel tamper resistant fastener.

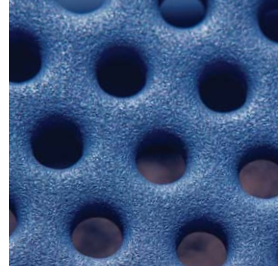


COMPOUNDED RESIN

Provides superior strength and durability, advanced color fastness and UV resistance.

GATOR GRIP®

The 3D textured pattern makes it easy for kids to make their next moves.



MIRA-THERM™

This textured vinyl coating for deck surfaces helps prevent rapid heat transfer, while the hole pattern keeps little fingers safe.



SAFETY

We're committed to providing equipment that meets and/or exceeds the performance safety specifications established by organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. To verify product certification, visit www.ipema.org.

Color Choices

Rock-ite® Plastic Colors

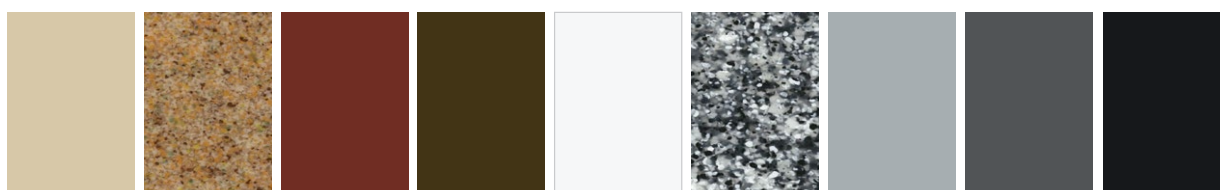
Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



Red Yellow Tropical Yellow Orange Lime Chartreuse Green Forest Green



Teal Sky Cyan Blue Cobalt Lavender Plum Burgundy



Beige Brownstone Brown Dark Brown White Graystone Light Gray Gray Black (Roofs Only)

Miracle Swing Seat Colors



Yellow Red Royal Blue Forest Green Sand Black

Mira-Lene™ Panel Colors



Red-Sand Red-Yellow Yellow-Sand Yellow-Blue Yellow-Black Orange-Sand



Lime-Sand Forest Green-Sand Plum-Sand Blue-Sand Blue-Yellow Blue-White Cobalt-Sand



Beige-Forest Green Beige-Red Beige-Gray Dark Brown-Sand Gray-Black Black-White White-Black

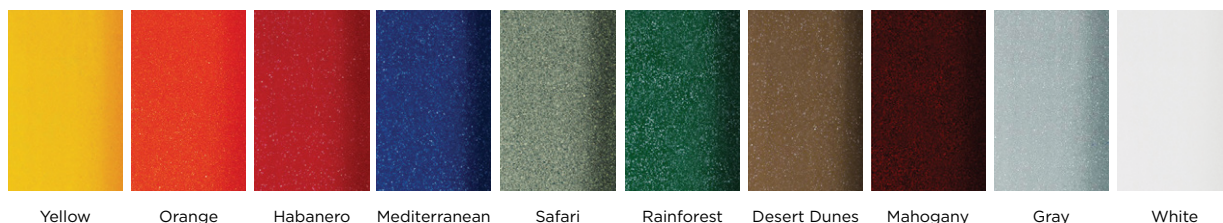
Mira-Cote™ Powder-Coated Painted Metal Colors

Posts, Arches, Swings and Accents (Railings & Climbers).



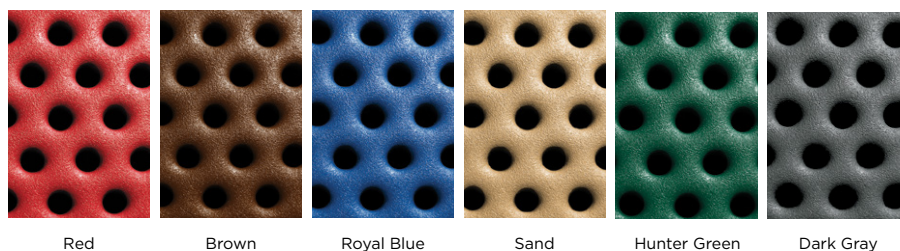
Mira-Cote™ Antimicrobial Painted Metal Colors

This proprietary treatment helps minimize bacterial mold, algae growth and stains.



Mira-Therm™ Textured Colors

Mira-Therm coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthophtalate-free Mira-Therm 2 (vinyl) or Mira-Therm PE (polyethylene)-based coatings with Antimicrobial enhancements.



Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.

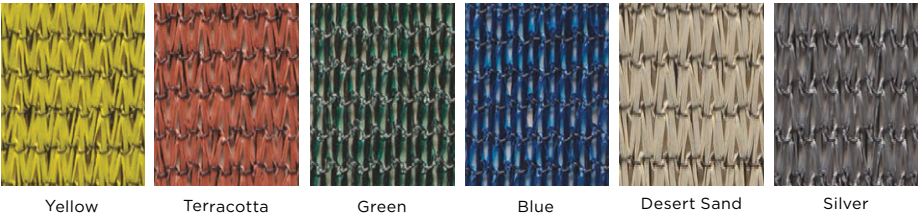
Color Choices

Shade Fabric Colors

SHADESURE™ Fabrics *Passes: NFPA 701 / ASTM-E84*

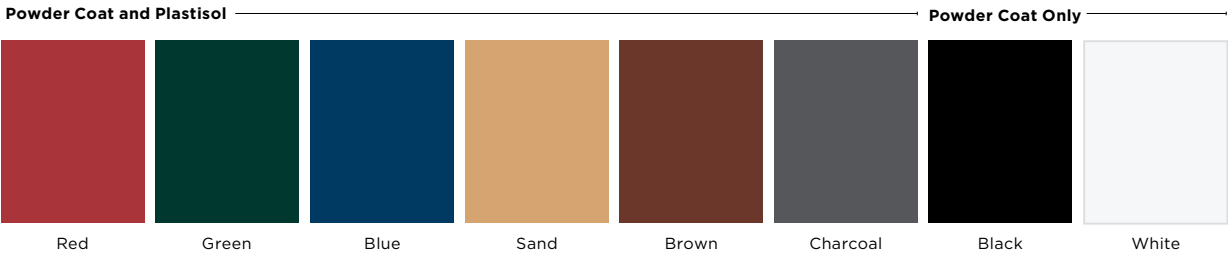


COLOURSHADE® Fire Retardant Fabrics *Passes: NFPA 701 / ASTM-E84 / OSFM TITLE 19*

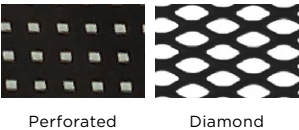


Site Furnishing Colors

Amenities receive a durable color coating that will not rust, crack, peel, or warp. Choose a powder coat color for framework and plastisol coating for table tops, seats, and backs.

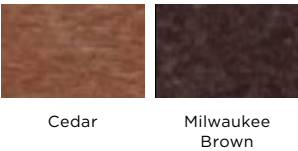


Site Furnishing Patterns



Slat and Rib patterns (not shown) available in select site furnishing products.

Recycled Plastic Colors



Warranty

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.
2. LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
4. LIMITED EIGHT (8) YEAR WARRANTY:
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
5. LIMITED FIVE (5) YEAR WARRANTY:
 - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
 - Mira-Therm™ PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
6. LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. LIMITED ONE (1) YEAR WARRANTY:
 - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
 - Pool slide support structures, stairways, landings and railings.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Certifications



- ISO 9001 Certification: The International Standards Organization is a network of national standard institutes from 146 countries that work in partnership with international organizations, governments, industry, business, and consumer representatives to develop universal standards for quality, environmental, and management processes.



- The space requirements in this catalog are shown to ASTM standards. Requirements for other standards may be different.



- European Norm EN-1176. Miracle® offers playgrounds that have been certified by TÜV Product Service, the recognized testing house designated by the European Union. This certification demonstrates compliance with the European Harmonized Standard for Commercial Play Equipment, EN 1176.



- The Miracle Recreation Equipment company has been certified to 14001:2015 for its environmental management system.



- IPEMA Member: Miracle® is a member in good standing of the International Play Equipment Manufacturer's Association (IPEMA), a member-driven international trade organization which represents and promotes an open market for manufacturers of play equipment.



- Canadian Welding Bureau Certified

- In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

- In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.