



Rudy's Commercial Refrigeration

Contractor's license 641418

1660 Rumrill Blvd.

San Pablo, CA 94806

Cell: 510-376-9163

Phone: 800-499-9424

www.rudysrefrigeration.com

Date: 05/04/2018

Combination Sales Contract 5413930206

SERENDIPITY

MT DIABLO UNIFIED SCHOOL DISTRICT

1936 CARRLTTA DR

CONCORD CA 94519

TERRYR@MDUSD.ORG

925-798-0882

The sales total cost is \$41,228.25, including installation cost and sales tax.

PAYMENT TERMS:

50% down/balance will be paid on completion. Will ship to customer after receipt of check. *price good for 30 days

WARRANTY:

One (1) Year on Parts. Plus One (1) Year on Labor.

Work included within this contract:

Cooler Equipment

| | |
|---------------------------|---|
| Item | Walk-in Cooler |
| Outside Dimensions | 8'-0" Height x 12'-2" Front x 8'-0" Side |
| Finish | 26 gauge stucco galvanized steel |
| Wall Panels | Metal-clad, wood-framed panels with cam lock fasteners, cam lock walls, ceilings and floors. |
| Insulation | 4 inch foamed in place urethane with a R-28 value |
| Floor | 22 Gauge Stainless Steel Diamond Pattern top sheet with a plywood underlayment. Floor panels 'radius up' to meet wall so that a base cove molding between the floor and wall is not required. |
| Walk-in Doors | Door(s) are 36" wide x 78" high, self closing with magnetic gasket seal and with spring loaded cam lift chrome hinges. Also includes a locking handle. |
| Front | 1 Door(s) 1 Viewport(s) with size of 14 inches wide by 24 inches high |

| | |
|----------------------------|---|
| | 1 Interior Kickplate(s) made of Aluminum Diamond plate |
| | 1 Exterior Kickplate(s) made of Aluminum Diamond plate |
| Accessories | One 2-1/2 inch dial thermometer Two vapor proof LED light fixtures Two pilot light switches |
| Glass Doors | Anthony Glass doors are energy free with 2 panes of low E gas |
| Door Dimensions | 30" wide by 79" high |
| Front | 3 door(s) |
| Refrigeration | One LZ010M6 outdoor air-cooled condensing unit and one LCA6135A unit cooler |
| Temperature Control | Is pump down using a Penn A19 ABC-24 thermostat with Sporlan liquid line solenoid valve. |

Item Additions

| | |
|---|--|
| 1 - STAINLESS STEEL EXPOSED EXTERIOR | exterior cold box surface 22 gauge stainless |
| 1 - DEMO | steel Demo of existing cooler -freezer |

Freezer Equipment

| | |
|----------------------------|---|
| Item | Walk-in Freezer |
| Outside Dimensions | 8'-0" Height x 6'-0" Front x 8'-0" Side |
| Finish | 26 gauge stucco galvanized steel |
| Wall Panels | Metal-clad, wood-framed panels with cam lock fasteners, cam lock walls, ceilings and floors. |
| Insulation | 4 inch foamed in place urethane with a R-32 value |
| Floor | 22 Gauge Stainless Steel Diamond Pattern top sheet with a plywood underlayment. Floor panels 'radius up' to meet wall so that a base cove molding between the floor and wall is not required. |
| Walk-in Doors | Door(s) are 36" wide x 78" high, self closing with magnetic gasket seal and with spring loaded cam lift chrome hinges. Also includes a locking handle. |
| Front | 1 Door(s) 1 Viewport(s) with size of 14 inches wide by 24 inches high 1 Interior Kickplate(s) made of Aluminum Diamond plate 1 Exterior Kickplate(s) made of Aluminum Diamond plate |
| Accessories | One 2-1/2 inch dial thermometer Two vapor proof LED light fixtures Two pilot light switches |
| Refrigeration | One LZ020L6 outdoor air-cooled condensing unit and one LCE676B unit cooler |
| Temperature Control | Is pump down using a Penn A19 ABC-24 thermostat with Sporlan liquid line solenoid valve. |

Item Additions

| | |
|---|--|
| 1 - STAINLESS STEEL EXPOSED EXTERIOR | exterior cold box surface 22 gauge stainless steel |
|---|--|

ATTENTION:

A building permit is required with the installation of equipment. Code requirements can vary in your area. Check with your local building department when obtaining permit.

Rudy's Commercial Refrigeration is not responsible for condensation that forms on the panel surface or joints if cold room cooler and/or freezer is installed in a dead air zone (insufficient ventilation); or if the area where that cooler and/or freezer is installed lacks proper equipment to control humidity and/or temperature. As a result, the dew point in the surrounding area of the cooler and/or freezer has been exceeded. The customer is responsible for 'lowering the temperature' of the cold room and maintaining the required temperature to stabilize the dew point which will prevent further condensation.

SCOPE OF WORK:

We will deliver and install equipment at your site. We will perform the necessary work to add accessories. We will test that all equipment is working to your satisfaction before leaving. price includes demo , new refrigeration line sets

Work not included within this contract:

1. Provide or install any electrical services for the cold box refrigeration system, cold box lighting, temperature control wiring. Or any associated or un-associated wiring line voltage, low voltage.
2. Permits, business license, engineering associated or un-associated with the cold box and its components.
3. Changes that will occur or effect the delivery or installation due to engineering , permits associated with or un-associated with the project before after or during the execution of this contract or project that add additional to cost Rudy's will paid by you on demand. Customer is responsible for condensate drains.
4. Merchandise loading or un-loading, you (not Rudy's) will set up interior shelving for merchandise.
5. Verbal agreements, any agreements made by employees or representatives that are in writing.
6. Responsibility of equipment provided any installed but not Manufactured by Rudy's.
7. Food loss
8. Product loss
9. Overtime work- all work not before 8.00 am and not after 4.00 pm Monday thru Friday , excluding holidays , birthdays.(this is also includes service)
10. Acts of god , mi-use , repairs made by others
11. Follow up activities after signature of proposal include: layout drawing sent to customer, customer shipping information sent to Rudys, list of any additional costs to proposal, and list of materials used

JURISDICTION:

The California State Courts of Contra Costa County shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this agreement and each party hereby consents to the jurisdiction and venue of such courts .This agreement shall be governed by and construed in accordance with the laws of the state of California exclusive of its choice of law principles

CAD DRAWING:

A CAD drawing that illustrates the layout of the Cooler and/or Freezer box and the placement of any doors and accessories will be prepared by the Rudy's Commercial Refrigeration inc. The Customer must approve the drawing before any work described on the contract will be done. All equipment will be delivered within 4 weeks after approval of the drawing.

WARRANTY:

Rudy's Commercial Refrigeration, Inc. warranty is a limited warranty that is active provided the customer has paid in full all invoices. If the customer is in arrears on payment of any invoices, the warranty is void until the outstanding invoices are paid in full. At that time, the warranty will resume and all conditions of the warranty will be honored.

ACCEPTANCE OF CONTRACT:

The above prices and specifications are satisfactory and are hereby accepted. Cancellation of contract will subject customer to a restocking charge of 25% to 50% of the entire contract price. Any claim or action brought under this Agreement shall be exclusively brought in Contra Costa County or the United States District Court for the State of

California. Each party hereto expressly consents to the exclusive jurisdiction of the State of California and specifically waives any objection based upon improper venue with regard to any claim or action brought in Contra Costa County or the United States District Court for the State of California.

Customer
PRINT NAME

Accepted _____ on Date: _____

Ben Plant
PRINT NAME

Rudys Commercial Refrigeration
Accepted _____ on Date: _____

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