

Merric Seating

4750 Earth City Expressway
314-770-9944

Bridgeton, MO 63044
314-770-1440 fax

PROPOSAL

DATE: 01/28/11

BUYER: IHOP #tbd
Attn: Aziz Elsherif
E-Mail: elsherifgroup@comcast.net

PROJECT: IHOP #tbd
1800 Pulaski Highway
Edgewood, MD 21040

Merric hereby agrees to provide the following items, pursuant to the terms of this proposal:

<u>Description of products to be supplied by MERRIC</u>	<u>Quantity</u>	<u>Price</u>
<u>SEATING ITEMS</u>		
NEW BOOTHS, DINING SETTES & WAITING SETTEES	1 LOT	\$26,410
DIVIDER WALLS - ENDS & BETWEEN BOOTHS	44 LF	\$2,118
MOMENTUM DETAIL ON 123" & 47" WALL	1	\$905
TABLE TOPS	35	\$2,768
6 30 x 26 Freestanding Table Tops		
3 30 x 60 Freestanding Table Tops		
6 36 x 36 Freestanding Table Tops w/ (2) 7" flips		
3 Custom tables for radius booths		
5 30 x 47 Wall Mounted Table Tops		
12 30 x 60 Wall Mounted Table Tops		
TABLE BASES / CANTILEVER BRACKETS / PIN LEGS	1 LOT	\$2,012
SEATING ITEMS TOTAL:		\$34,213
<u>CASEWORK AND MISC ITEMS</u>		
CLEAR GLASS & PAINTED WOODEN FRAMES (See attached floorplan for locations)	51 LF	\$2,005
3 TAPERED MAPLE PANELS FOR ACCENT WALL - (Up to 16')	1	\$488
RADIUS CASH STAND WITH BLUE SOLID SURFACE TOP	1	\$3,154
POS CABINET WITH BLUE SOLID SURFACE TOP - UP TO 48" WIDE	3	\$1,735
HOSTESS STAND WITH P-LAM TOP (K132)	1	\$619
OFFICE DESK (K136) / EMPLOYEE BREAK TABLE W/T-LEGS (K80)	1	\$738
MOMENTUM PODIUM	1	\$974
SHIPPING/CRATING FOR ABOVE ITEMS	1	\$3,192
NON-UNION INSTALLATION DESTINATION CHARGES FOR ABOVE ITEMS	1	\$6,676
CASEWORK AND MISC ITEMS TOTAL:		\$19,581
TOTAL:		\$53,794

THIS IS PACKAGE PRICING - INDIVIDUAL LINE ITEM PRICING WILL RESULT IN PRICE INCREASES

See Page -2- for Payment Terms

The above items will be provided in accordance with the following specifications only.

Changes to these specifications will result in an adjustment to the noted prices:

IHOP Corp. Specification - **MOMENTUM DÉCOR**

Per drawings dated 1/26/11

Communications between GC and Merric will be required.

Current job specific drawings will be required at time of order from architect

Changes to floor plan will be subject to change order fees

Merric will perform a site visit for field dimensions a minimum of 14 days prior to scheduled installation

Pricing may be adjusted after field measurements have been received.

Photos and site readiness report will be required to adhere to installation schedule

Lack of site readiness will result in a delay of the installation and may incur additional charges

Booths and all cabinetry will be provided with unfinished toe kicks -finish to be applied after installation by others

Casework drawings for non standard products will be provided for your approval once job has been awarded to MERRIC.

Walls at all wall mounted tables must have blocking or your tables will sag

NO WARRANTY IF BLOCKING IS NOT SUFFICIENT or NON-EXISTENT

The following items are not included.

This list is not inclusive. Please ask if you have any questions.

Bid Expires: 02/27/11

Chairs

Table Blocking

Electric

Permits if required

Baby Changing Stations, Vanities, Partitions

(available by request)

Delivery will be as follows:

Approx. 6 - 8 weeks from receipt of accepted proposal & deposit.

50% required to begin production.

Balance due prior to shipping

Non-union installation will commence when all other work at the project site is sufficiently complete to allow installation, allow 4-5 days to complete.

Proposal and Terms Accepted By: _____ Date: _____

Print Name _____

The following terms and conditions apply to this proposal:

1. THIS PROPOSAL CONSTITUTES THE COMPLETE AGREEMENT OF THE PARTIES REGARDING THE ITEMS AND WORK TO BE PROVIDED BY MERRIC. ADDITIONAL OR DIFFERENT TERMS (INCLUDING ANY PURCHASE ORDER ISSUED BY BUYER) WILL NOT BE BINDING UNLESS ACCEPTED BY MERRIC IN WRITING.
2. THIS PROPOSAL SHALL BECOME BINDING UPON BUYER'S VERBAL OR WRITTEN ACCEPTANCE (INCLUDING ISSUANCE OF A PURCHASE ORDER BY BUYER) OR BY BUYER'S ALLOWING DELIVERY OR INSTALLATION OF ANY OF THE ITEMS NOTED.
3. UNLESS EXPRESSLY NOTED OTHERWISE ABOVE, THE WORK TO BE PROVIDED BY MERRIC DOES NOT INCLUDE: (A) DEMOLITION OR REMOVAL OF EXISTING FURNITURE OR OTHER ITEMS; (B) PROVISION OF SHOP DRAWINGS OR DETAILED DESIGN; OR (C) INVESTIGATION OF EXISTING STRUCTURAL, MECHANICAL OR ELECTRICAL CONDITIONS, OR ANY CHANGES, RENOVATIONS OR IMPROVEMENTS TO SAME.
4. ALL PRICES QUOTED ABOVE ARE ESTIMATES GIVEN PRIOR TO FIELD MEASUREMENTS. BUYER AGREES TO PAY MERRIC \$500 TO TAKE FIELD MEASUREMENTS AND AGREES THAT THE ABOVE PRICES ARE SUBJECT TO ADJUSTMENT BASED ON THE FIELD MEASUREMENTS TAKEN BY MERRIC. THE \$500 PAYMENT FOR FIELD MEASUREMENTS WILL BE CREDITED AGAINST THE FINAL PRICE CHARGED TO BUYER IN CONNECTION WITH THIS PROPOSAL.
5. **PAYMENT TERMS ARE NET 50% TO BEGIN PRODUCTION WITH BALANCE DUE PRIOR TO SHIPPING.** A LATE CHARGE OF 1-1/2% PER MONTH (OR THE MAXIMUM ALLOWED BY LAW) WILL BE ADDED TO PAST DUE AMOUNTS. SALES AND USE TAXES (OTHER THAN MISSOURI, ILLINOIS, IOWA, TENNESSEE, AND THE STATE OF WASHINGTON) ARE NOT INCLUDED AND WILL BE PAID DIRECTLY BY BUYER OR REIMBURSED TO MERRIC.
6. IF, AFTER CUSTOMER IS NOTIFIED THAT ORDER IS READY TO SHIP AND 10 DAYS PASS WITHOUT THE ORDER BEING SHIPPED, THEN MERRIC WILL BE ALLOWED TO CHARGE CUSTOMER STORAGE FEES UNTIL THE ORDER IS SHIPPED TO CUSTOMER.
7. BUYER WILL ASSUME RISK OF LOSS FOR ALL ITEMS UPON DELIVERY TO THE PROJECT LOCATION.
8. COMPLETION OF INSTALLATION IS SUBJECT TO DELAY BY FORCE MAJEURE, BUYER INTERFERENCES AND OTHER CAUSES BEYOND THE REASONABLE CONTROL OF MERRIC. BUYER WILL SECURE ALL PERMISSIONS, EASEMENT OR ACCESS RIGHTS AND NECESSARY PERMITS OR APPROVALS TO ALLOW MERRIC TO INSTALL THE NOTED ITEMS

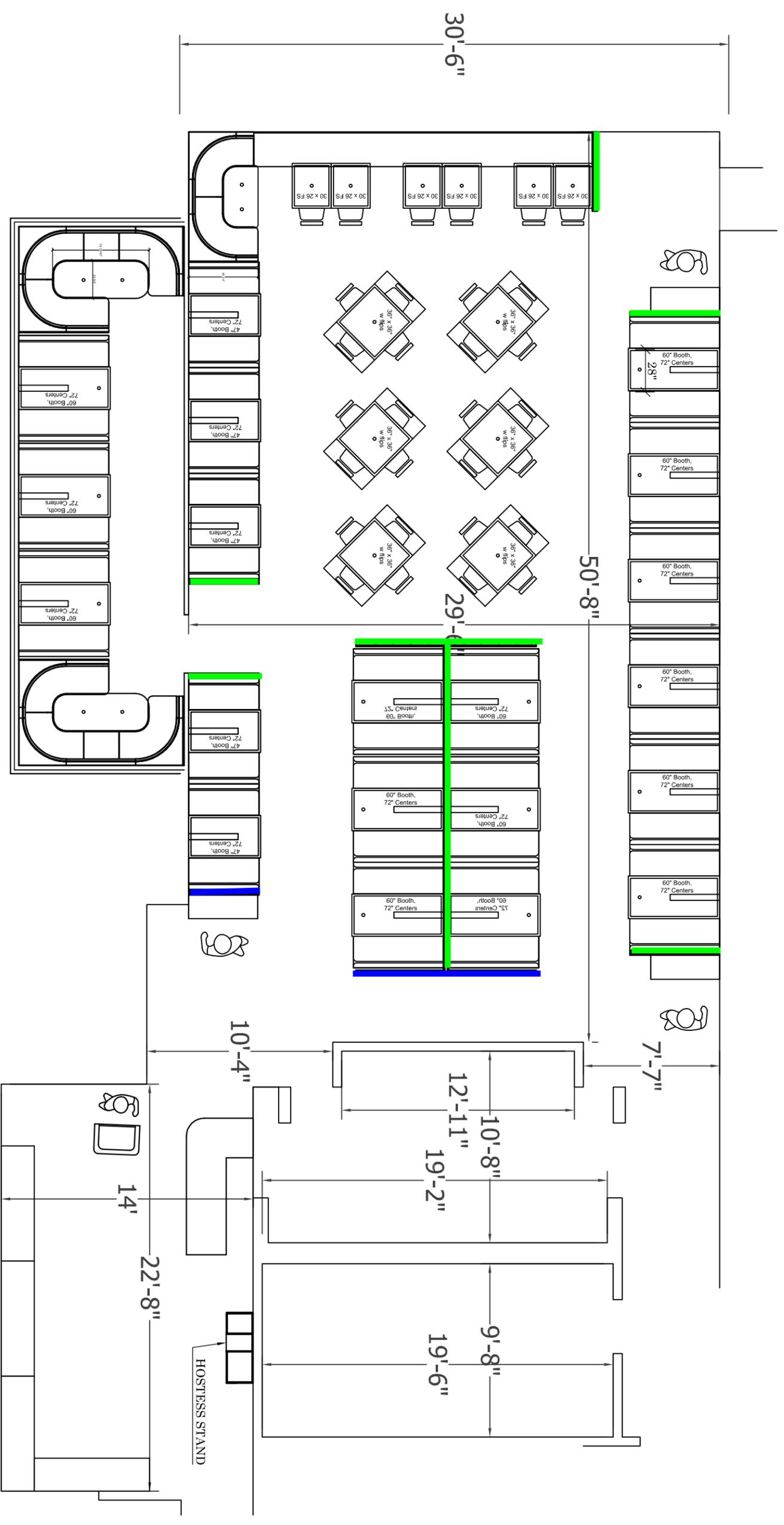
AND WILL PROVIDE MERRIC WITH A REASONABLE STAGING AND STORAGE AREA AT THE PROJECT LOCATION.

9. MERRIC WILL REPAIR OR REPLACE, AT ITS OPTION, ANY ITEMS THAT ARE FOUND TO BE DEFECTIVE WITHIN ONE (1) YEAR AFTER INSTALLATION. THIS IS MERRIC'S SOLE WARRANTY AND RESPONSIBILITY FOR ANY CLAIM OF ANY KIND, WHETHER IN NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. THIS WARRANTY WILL NOT APPLY IN THE EVENT OF MISUSE, ABUSE OR FAILURE TO MAINTAIN THE ITEMS BY BUYER.
10. IN THE EVENT ANY PAYMENT REQUIRED OF BUYER IS NOT MADE WHEN DUE, MERRIC SHALL HAVE THE RIGHT TO STOP ALL WORK AND CANCEL ALL DELIVERIES AND TO PURSUE ALL OTHER REMEDIES AVAILABLE UNDER THE LAW. IN THE EVENT MERRIC SUCCESSFULLY FILES SUIT TO RECOVER PAYMENTS DUE FROM BUYER, MERRIC SHALL BE ENTITLED TO RECOVERY OF ALL REASONABLE ATTORNEYS' FEES AND RELATED COSTS INCURRED BY IT IN CONNECTION THEREWITH.
11. MERRIC RESERVES AND RETAINS ALL OF ITS RIGHTS TO FILE ANY MECHANIC'S, MATERIALMEN'S OR OTHER LIENS UNDER APPLICABLE LAW. THIS PROPOSAL SHALL CONSTITUTE A NOTICE OF FURNISHING OR INTENT TO FILE SUCH LIEN, TO THE EXTENT REQUIRED BY APPLICABLE LAW.
12. BUYER IS SOLELY RESPONSIBLE TO OBTAIN ALL PERMITS AND APPROVALS REQUIRED IN CONNECTION WITH THE DELIVERY, INSTALLATION OR USE OF THE ITEMS PROVIDED BY MERRIC PURSUANT TO THIS PROPOSAL. ALL ITEMS WILL BE MANUFACTURED BY MERRIC IN RELIANCE ON THE SPECIFICATIONS PROVIDED BY BUYER. BUYER IS SOLELY RESPONSIBLE FOR ASSURING THAT ALL DESIGN OR MANUFACTURING REQUIREMENTS PROVIDED BY BUYER COMPLY WITH APPLICABLE LAWS AND CODES, INCLUDING BUT NOT LIMITED TO THE ADA, OTHER ACCESSIBILITY REQUIREMENTS AND GOVERNING BUILDING CODES.

MERRIC SEATING 888-604-7730

By: Chris Robertson, ext 129

Proposal and Terms Accepted by: _____



Glass Frame Locations

Momentum Wall Detail

SEATING DATA: NEW	
2 TOPS X 6	= 12 SEATS
4 TOPS X 12	= 48 SEATS
6 TOPS X 17	= 102 SEATS
TOTAL	= 162 SEATS

MERRIC SEATING

4750 Earth City Expressway - Bridgeton, Missouri 63044
 Phone: (314) 770-9944 / Fax: (314) 770-1440

EDGEWOOD, MD FLOOR PLAN
 01/26/2011

This document, including all information contained herein, is the exclusive and confidential property of Merric, Inc. The document and information are not to be copied, reproduced, or delivered to others, in whole or in part, without the expressed written permission of Merric, Inc. This document is to be returned promptly to Merric, Inc. after having served the purpose for which delivered.