



Spring Valley Lake Association Board Action/Information—Open Session

BAI
21/11/01

Subject:	EQ Hot Walker Replacement														
From:	Nicolas Gonzalez- Director of Operations														
Date Prepared:	November 2, 2021														
Meeting Date:	November 16, 2021														
History:	The hot walker at the Equestrian Center is 25+ years old. The useful life is 20 years. We are no longer able to purchase parts for it, as it is so outdated.														
Staff Recommendation:	I recommend Centaur Horse Walker Corp.														
Support for Recommendation:	Centaur Horse Walker is a local company and offered a reasonable quote to match the equivalent of what is currently there. Many other companies only offered a 4 horse walker.														
Committee Recommendation:	N/A														
Financial Impact/ Budget Source:	<table><tr><td>Estimated cost on reserve</td><td>\$10,000.00</td></tr><tr><td>5 Horse Hot Walker with Variable speed</td><td>\$8,395.00</td></tr><tr><td>Installation of 6'x 6' concrete pad</td><td>\$800.00</td></tr><tr><td>Delivery</td><td>\$315.00</td></tr><tr><td>Assembly of Walker</td><td>\$100.00</td></tr><tr><td>Total Cost</td><td>\$9,610.00</td></tr><tr><td><u>Remining on Reserve Estimate</u></td><td><u>\$390.00</u></td></tr></table>	Estimated cost on reserve	\$10,000.00	5 Horse Hot Walker with Variable speed	\$8,395.00	Installation of 6'x 6' concrete pad	\$800.00	Delivery	\$315.00	Assembly of Walker	\$100.00	Total Cost	\$9,610.00	<u>Remining on Reserve Estimate</u>	<u>\$390.00</u>
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5 Horse Hot Walker with Variable speed	\$8,395.00														
Installation of 6'x 6' concrete pad	\$800.00														
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Total Cost	\$9,610.00														
<u>Remining on Reserve Estimate</u>	<u>\$390.00</u>														
Desired Board Action:															
Person Submitting: Nicolas Gonzalez	General Manager: Alfred Logan														

Centaur Horse Walker Corp.

5761 Ridgeview Ave.
 Mira Loma, CA 91752
 Ph. (800)962-8050 Fax (951)685-0341
 Email: centaur@hotwalkers.com
 Website: www.hotwalkers.com

Estimate

Date	Estimate #
9/27/2021	24031

Name / Address
Spring Valley Lake Assoc. Naomi Patterson & Nick Gonzalez Apple Valley CA Em npatterson@svla.com & Ngonzalez@svla.c Ph. 760-694-6148-760-245-9756

Ship To
Spring Valley Lake Assoc. Apple Valley CA Em npatterson@svla.com & Ngonzalez@svla.c Ph. 760-694-6148-760-245-9756

P.O. No.	Terms	Project	Arms

Description	Qty	Rate	Total
5 Horse Heavy Duty Hotwalker 40' Diameter Variable Speed Forward and Reverse with Lesson Controller & Motor 1 Solid Head 5 Arms 5 Quick Release Mechanisms. 1 Steel Base Cover (Optional 60' Diameter add \$900, if chosen) COLOR:Customers Choice from Centaur color chart. Terms: 50% (\$4,198.00) down to start build and 50% (\$4,197.00) due prior to shipment. Client to Pickup at Shop Install and Assembly by Client Quote good for 30 Days Sales Tax		8,395.00	8,395.00T
		0.00%	0.00
Total			\$8,395.00

Naomi

From: centaur@hotwalkers.com
Sent: Friday, September 24, 2021 2:52 PM
To: Naomi
Subject: horse hot walker

Follow Up Flag: Follow up
Flag Status: Flagged

We manufacture 2 models of the 4 horse hot walker

model 401 single speed 2 directions cost with tax \$ 5,495.25

model 40 multiple speed from a slow walk to a trot or jog both directions cost with tax \$ 6,136.36

Delivery cost figured round trip for driver with trailer is 105.00

mileage for truck and trailer round trip is 1.75/mile is \$ 210.00

Assembly of the walker is \$ 100.00

Our hot walker requires a concrete pad 6 ft X 6 ft by 6 inches tall cost for us to do \$ 800.00 (or you can do)

if you have a existing pad which might be useable and adapted to our specifications then it would be \$ 275.00 (not including concrete needed to meet our dimensions.

Electrical our walker requires 120 volt with a dedicated 20 amp breaker.

Maximum electrical run for a single speed unit from the breaker to our walker is 200 feet

Max. run for the variable speed walker is 125 feet if over that then a subpanel would need to be installed.

Your staff could elect to do all of the above we hav plans on our website www.hotwalkers.com

Call or email me on what you would like us to do and we can send you a quote. Our temrs are 505 to start balance on exerciser due prior to delivery.work on site is due upon completion.

Thanks Alan Cobham President, Centaur Horse Walker Corp

mobile 951-202-2032

Vitafloor USA, Inc.
 8032 Saint James Way
 Mount Dora, FL 32757 US
 8313192704
 holm@vitafloor.com
 vitafloor.com

Estimate 2155



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Naomi Patteron Apple Valley, CA 92308	Naomi Patteron Apple Valley, CA 92308	10/03/2021	USD 11,220.00	11/03/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	LBE 504	Q-line horse exerciser type LBE, diameter 50/45/40 ft, suitable for 4 horses, provided with direct drive, including mesh push fence and walk control box WCB2.1 with adjustable speed control, automatic direction change and emergency stop. All steel parts are galvanized according to NEN-EN-ISO 1461-99. Power connection 110V / 60Hz, 20 Amp. Included options: shock device with adjustable shock power, walk/trot control box WCB 2.1, electronic brake system, track irrigation, control box heating. Part number: 22-5-07-00416	1	9,820.00	9,820.00
	Freight	Freight and duties to your location in CA. DDP, according to INCO Terms 2010.	1	1,400.00	1,400.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		<p>Payment 100 % at moment of order for stock units and 50% at moment of order and 50% before shipment for non-stock units, by ACH, check, or by making a wire transfer to the following account:</p> <ul style="list-style-type: none"> o Account holder: Vitafloor USA, Inc. o Bank: US Bank o Account number: 1 531 5189 7755 o Routing number: 124 302 150 o SWIFT code: USBKUS44IMT <p>In addition to the Terms and Conditions of Sale, Seller has agreed to give a 2 year warranty from date of installation on the major components, like motor, control box etc.</p> <p>Stock units: ready for transport within 3 business days. Additional transit time 7business days.</p> <p>Non-stock units: ready for transport 4 weeks after receiving your written order confirmation, signed Vitafloor® Terms and Conditions of Sales and payment. Additional transit time expected 8 weeks. Quotation is subject to approval of the Vitafloor® Terms and Conditions of Sale (attached).</p>			0.00
		<p>Foundation and power and water supply must be prepared according to our drawings.</p> <p>To unload the crate a fork-lift truck and some hands are to be provided.</p> <p>Installation is not included, but can be done by us at a flat rate of \$2,000, which includes travel and board (you would have to provide 1 assistant with tractor for one day). Customer is responsible for building permits/requirements if applicable.</p>			0.00

TOTAL USD 11,220.00

THANK YOU.

Accepted By

Accepted Date



PLEASE READ THIS DOCUMENT CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS

This document contains the terms and conditions upon which VitaFloor USA, Inc. (“Reseller”) sells VitaFloor® vibrating floor products, Q-line® horse exercisers, Q-line® treadmills, Q-line® Safety Wall and Q-line® horse solarium products (each, a “Product,” collectively, “Products”) manufactured by Timmerhuis Special Products B.V. (“THS”) to end users (each, a “Customer,” collectively, “Customers”).

Terms of Sale: Purchase of any Product sold by Reseller to a Customer shall be subject to and expressly limited by the terms and conditions herein. No changes to, waiver of, or addition to any of these terms and conditions shall be effective unless agreed to in writing and signed by Reseller. Customer acknowledges and agrees that these terms and conditions supersede the terms and conditions of any purchase order or other documentation used by Customer and, except for delivery and billing addresses, and quantities, prices and items ordered, any conflicting or additional terms are void and have no effect; provided, however, that Customer may place orders by use of purchase orders and other documentation for Customer’s convenience only. Notwithstanding the foregoing, Reseller reserves the right to amend these terms and conditions at any time, and Customer shall be deemed to accept such amended terms and conditions by ordering a Product after the date of such amendment.

Prices: To be valid, all pricing quotes must be documented in writing and signed by Reseller. All prices are firm for 30 days from the date quoted. Reseller reserves the right to change the prices and specifications of any Product at any time without notice to Customer. Prices do not include charges for shipping and handling.

Taxes: Customer shall be solely responsible for payment of any state and/or local sales tax that may apply to Customer’s order. All Products shipped to California shall be subject to a 7.5% sales tax. For all Products shipped outside the United States, Customer agrees to be solely responsible for payment of any and all applicable taxes, customs duties and fees.

Payment: Customer may pay for all Products in full via cashier’s check or wire transfer prior to shipment. If payment in full does not accompany an order, such order will not be fulfilled by Reseller until Reseller receives payment in full for such order. Any order placed by Customer, but not paid in full within 30 days of receipt by Reseller may be cancelled by Reseller at Reseller’s discretion.

Title and Delivery. Unless otherwise provided in Reseller’s quote to Customer, all shipments by Reseller are F.O.B. Reseller’s facility in Aromas, California. Title and risk of loss of or damage to Products will pass to Customer upon delivery to the carrier at

Agreed:



Reseller's facility. Reseller's delivery dates are estimates only. Reseller will use commercially reasonable efforts to deliver in accordance with the delivery dates, but may change those dates as it deems necessary or convenient. In Reseller's sole discretion, Reseller may reduce quantities to be delivered, delay shipments, or allocate among Customers. Reseller will not be liable for failure to deliver by the estimated dates. Customer may not cancel, delay, or reschedule any order placed with Reseller unless Reseller consents in writing to such cancellation, delay or rescheduling.

Warranty Provided Only by THS. Customer understands that the Products are distributed, but not manufactured, by Reseller. Therefore the Products are not warranted by Reseller and Customer must rely upon the warranties, if any, provided by THS to end users of the Products. Reseller offers no warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Product Returns. In the event that a Customer wishes to return a Product, the Customer must first contact Reseller by telephone and explain the reason(s) for return. Reseller may then, in its sole discretion, issue a written return authorization to Customer. Reseller is not obligated to accept the return of any Product without having first issued a written return authorization for the specific Product being returned. Any unauthorized Product returns received by Reseller will be disposed of by Reseller with no credit issued to the returning Customer. All authorized Product returns must be shipped freight prepaid to the location specified on the return authorization. For all authorized returns, Reseller will issue credit (no refunds) at the net purchase price paid by Customer provided that: Customer has obtained prior written authorization for all returned Products; all returned Products are in their original packaging and include all original documentation; and Customer has paid Reseller in full for all returned Products. Products damaged due to any of the following reasons are ineligible for return: (a) post-purchase wear and tear; (b) use deviating from the user manual provided with the Products; (c) failure to properly maintain the Products; (d) defective maintenance of the Products; and (e) installation, assembly, modification or repair by Customer or third parties. Products specially made to Customers' specifications are also ineligible for return. Issuance of credit for returned Products is conditioned upon Reseller's inspection and approval of Products upon their return. If Reseller determines, in its sole discretion, that any returned Products are not eligible for return due to any of the foregoing reasons for ineligibility, Customer will not receive a credit for the return, notwithstanding Reseller's issuance of a written return authorization.

Notices. All notices pursuant to these terms and conditions must be in writing. For the purposes of these terms and conditions, fax notice is acceptable. Email notice is only effective if the receiving party confirms receipt. All notices pursuant to these terms and conditions must be delivered via a method that provides for proof of delivery.

Agreed:



All notices must be delivered to Reseller at the following address:

8032 Saint James Way
Mount Dora, FL 32757
Telephone: 831-319-2704
Email: holm@vitafloor.com

All notices must be delivered to Customer at the address provided in the purchase order or order form provided by Customer to Reseller. If Customer does not provide Reseller with notice of changes in Customer's contact information, a notice delivered to the last contact information given by Customer to Reseller shall be considered proper notice provided that the other conditions of this section have been met.

Successors. The provisions of this Agreement shall extend to and be binding upon the parties and their respective legal representatives, heirs, successors and assigns.

No Waiver. No action or inaction by Reseller shall be construed as a waiver of any of the terms and conditions of this Agreement.

Governing Law and Venue. This Agreement shall be governed by the laws of California. The parties hereby agree that any legal action under the Agreement must be brought in Monterey County, California.

Attorneys' Fees and Other Expenses. In any legal actions brought in connection with these terms and conditions, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purposes of this section, "expenses" shall include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements.

Severability. If any provision of these terms and conditions or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these terms and conditions which can be given effect without the invalid provision or application. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Agreed:

Trilogy Horse Industries, Inc. Sales Worksheet

Mailing Information		Product/Equipment/Parts	Unit Price	Total
Customer Name:	NORMAN ALLEN	5 HORSE TRAILER	\$298.00	\$298.00
Mailing Address:	18660 Lakeside Ln. S.W.	50' blue on double front		
City, State, Zip:	Apple Valley, CA 92308	delivered		
Home Phone:		Options:		
Cell Phone:	760-245-9756	4 Horse Tie w/ply	\$195.00	\$195.00
Other Phone:		Shower/Restroom Comp		\$795.00
Fax:		Delivered		
E-Mail:	N.PATTON@SULLA.COM			
Web site:				
Credit Card Billing Information		Shipping/Delivery Information		
Name on Payment on Card:		Account:	Dawn	
Address (As Card Info is):		City, State, Zip:		
City, State, Zip:		Paint Body Color:	gray ches	
Other Notes:		Lego or Arm Color:		

Date: 10/22/01 Sales Rep: Freedom Hoops

Handwritten signature: *Handwritten*
 Handwritten text: *pay*

Naomi

From: Melinda Smith <melinda@supremewalker.com>
Sent: Wednesday, October 27, 2021 6:58 AM
To: Naomi
Subject: RE: Horse Walker

Good Morning,

Thank you for understanding.

A total price, including delivery, on the 4 Horse 50' Freeflow, to Apple Valley, CA, is \$12,500.
We should be able to get it to you in 1 to 2 weeks.
We deliver all of our walkers now, due to freight lines losing and damaging way too many of them.

Please let us know, asap, so we will know to hold this one for you.

Thank you,
Melinda Smith
Supreme Horse Walker, LLC

From: Naomi [mailto:npatterson@svla.com]
Sent: Tuesday, October 26, 2021 10:32 AM
To: Melinda Smith
Subject: RE: Horse Walker

I completely understand.

If you could give me a quote for the 4 horse 50" lead walker that would be great.

Thank you,

Naomi Allan

*Administration & Lake Management Manager
Spring Valley Lake Association
13325 Spring Valley Parkway
7001 SVL Box
Spring Valley Lake, Ca 92395
760-245-9756 phone
760-245-3076 fax
www.svla.com*



From: Melinda Smith <melinda@supremewalker.com>
Sent: Monday, October 25, 2021 6:45 AM
To: Naomi <npatterson@svla.com>
Subject: RE: Horse Walker

Good Morning,

We really do appreciate your interest in our Freeflow walkers and hate to turn away your business. Unfortunately, you have caught us at a point where we are about to take some time off. In the current situation, where it is so difficult to get some raw materials and good help and everything has gotten so expensive, we figured it was a good time to do this. That being said, at this time, we are only manufacturing a few more lead walkers and no more Freeflows and we sold our last 6 Horse Freeflow last week. We also are not taking orders for anything not currently in stock or being manufactured, as we do not know for sure how long we will take off.

We DO have a 4 Horse 50' Span and a 4 Horse 60' Span in stock as of right now. If you are interested in either of those, let me know and I will get you a delivered quote.

If not, we wish you the best of luck in finding and purchasing your walker.

Thank you,
Melinda Smith
Supreme Horse Walker, LLC

From: Naomi [<mailto:npatterson@svla.com>]
Sent: Friday, October 22, 2021 11:08 AM
To: Melinda Smith
Subject: RE: Horse Walker

Thank you for getting back to me.

Can you give me a quote for your 6 horse walker please?

Naomi Allan

*Administration & Lake Management Manager
Spring Valley Lake Association
13325 Spring Valley Parkway
7001 SVL Box
Spring Valley Lake, Ca 92395
760-245-9756 phone
760-245-3076 fax
www.svla.com*



From: Melinda Smith <melinda@supremewalker.com>
Sent: Friday, October 22, 2021 6:36 AM
To: Naomi <npatterson@svla.com>
Subject: RE: Horse Walker

Good Morning,

Thank you for your interest.
We do not do a 5 horse walker. We do 4 and 6 only.