



Fire Master Fire Equipment, Inc.

*Sales & Service on New & Pre-Owned Fire Apparatus
Plus a Complete Line of Fire Fighting Equipment*



Apparatus Contract

AGREEMENT- Made this ____ day of _____ **2023** between **Fire Master Fire Equipment, Inc.** (hereafter known as "Fire Master") and the **Arkansas City Fire Department** (Hereafter known as "BUYER") in accordance with the conditions written below and the specifications and addendum(s) attached, which are made part of this Contract. This agreement does not become binding until it is agreed to and accepted in writing and is properly signed by an officer of Fire Master Fire Equipment, Inc. and Ferrara Fire Apparatus, Inc.

TERMS OF PAYMENT- The Buyer agrees to purchase **One (1) 2023 Ferrara Heavy Duty Extruded Aluminum Engine Tanker mounted on a Custom Cinder Chassis with a Hale QMax 2,000 GPM Pump and a 3,000 Gallon Booster Tank** for the total sum of **Eight Hundred Eighty Thousand, Four Hundred Dollars and 00/100 (\$880,400.00)**, excluding any taxes, to be paid in full, **UPON DELIVERY AND ACCEPTANCE OF THE APPARATUS.** The vehicle(s) shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which are prevailing at the time of delivery.

Payment shall be made directly to **Fire Master Fire Equipment, Inc.** Payment shall be made in United States Currency. No checks or any other form of payment shall be made to any sales representatives, dealer, agents, etc.

IF THESE PAYMENT TERMS ARE NOT STRICTLY ADHERED TO, FIRE MASTER FIRE EQUIPMENT, INC. SHALL ASSESS A DAILY INTEREST CHARGE BASED ON AN ANNUAL PERCENTAGE RATE OF 18% ON THE UNPAID BALANCE. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, THE TERMS STATED ABOVE SHALL APPLY TO EACH VEHICLE.

DELIVERY- Delivery shall be F.O.B **Arkansas City, Kansas** within **650** calendar days after signed approval packet is received from the customer. Fire Master shall not be held liable for damages for failure to make deliveries as a result of fire, flood, riots, strikes, chassis shortages, or delays caused by its suppliers, any act of God or any other circumstances beyond Fire Master's control.

INSPECTION- The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice of any defects with Ten (10) days. The vehicle(s) shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Ten (10) day period.



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WARRANTY- Each vehicle manufactured by Ferrara Fire Apparatus, Inc. shall be warranted according to the provisions contained in the Ferrara Fire Apparatus, Inc. Warranty Certificate enclosed with the bid proposal package.

ASSIGNMENT- The rights and obligations of the BUYER under this Agreement shall not be assigned or transferred without the prior written consent of Fire Master and Ferrara Fire Apparatus, Inc.

AMENDMENT (S) - No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless produced in writing and properly executed by a duly authorized officer of Fire Master and a representative of the BUYER.

NOTICES- All notices under this Agreement must be certified mail, return receipt requested.

GOVERNING LAW- This Agreement shall be constructed and interpreted, and its performance shall be governed by the laws of the state of Missouri.

AGREED this _____ day of _____ 2023.

Buyer:

(Authorized Signature for Buyer)

Printed:

Title:

Name, Address, & Phone Number of Fire Department:

Arkansas City Fire Department
115 South D Street
Arkansas City, Kansas 67005

Signed:

(Christopher B. Thompson, Territory Manager)

Signed:

(Scott Shelton, President)