



POST OFFICE BOX 6038 / JACKSON, MS 39288-6038 601-939-1000 / 800-682-6409 / Fax: 601-932-3306 / E-Mail: info@striblingequipment.com

Jackson	MS	601-939-1000	Hattiesburg	MS	601-544-3000	Little Rock	AR	501-455-2540
Natchez	MS	601-442-3613	Biloxi	MS	228-365-0000	Monticello	AR	870-367-3496
Greenwood	MS	662-453-7556	Brookhaven	MS	601-835-4400	Camden	AR	870-574-0290
Meridian	MS	601-482-5575	Philadelphia	MS	601-656-1997	Texarkana	AR	870-772-9321
Columbus	MS	662-328-0820	Tupelo	MS	662-844-3212	Fort Smith	AR	479-646-8381
			Memphis	TN	901-345-5294	Springdale	AR	479-756-9779
			Jackson	TN	731-422-2542	Arkadelphia	AR	870-246-8678
						Jonesboro	AR	870-268-9900

Bill-To
CITY OF BAY ST LOUIS
 598 MAIN STREET
 BAY ST LOUIS MS 39520

Phone 2284679092

11206 **Owner** CITY OF BAY ST LOUIS
V.I.N 1FF075GXJMJ017872
Customer Unit #
Make JOHN DEERE
Model 75G RUB
Main Engine S/N

Claim #

Estimate
ES007000536
P.O. Number
REQ
Invoice Date

Date In	Spn ID	Unit ID #	Hours	Bill Type	Terms	Writer	Reviewer
02/27/2025	H	166532	26	SR	NET10	JC S	

Job#1 S/JD-REPAIR

SHOP/JOHN DEERE - REPAIR

Condition SHOP/JOHN DEERE - REPAIR

Cause

Correction

Qty	Item	Description	Price	Extended
		TECHNICIAN LABOR		780.00
0	DIAG	DIAGNOSTIC CONNECTION	125.00	0.00
1	12953	PINS & BUSHINGS	5,985.00	5,985.00
Condition Labor			780.00	
		Condition Parts/Others	5,985.00	
			Condition Sum	6,765.00



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TERMS AND CONDITIONS OF SALE

- Payment Terms. All balances are due on delivery or on the 10th of the month following the purchase at the option of Stribling. A finance charge of 1 1/2% per month or the maximum permitted by law whichever is less will be added to all balances past due. Customer is responsible for any present or future excise, sales, use or other tax applicable to the sale or use of the goods or services purchased hereunder, and agrees to defend, indemnify and hold Stribling harmless of and from any claim or demand for same.
 - Forum Selection Clause and Choice of Law. To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating in any manner to this invoice, any transaction with Stribling (or any person or entity associated with Stribling) or Customer's business relationship with Stribling and Customer will be a state court in Rankin County, Mississippi (except for claims relating to facilities located outside of Mississippi, then in the county where such facility is located), or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.
 - Disclaimer of Warranties and Limitation of Liabilities. To the fullest extent permitted by law, Stribling hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Stribling neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Stribling for all claims in contract, tort (including negligence and products liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer allocable to the good or service which gives rise to the claim, and in no event shall Stribling's liability exceed the total purchase price of this invoice. In no event shall Stribling be liable for any incidental, consequential, punitive, exemplary, indirect, or special damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use. Any warranties on the product sold hereby are those made by the manufacturer which shall be the sole and exclusive remedy, whether in contract, warranty, tort or strict liability.
 - Cost of Collection. In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorneys' fees.
 - Arbitration Agreement and Waiver of Jury Trial. Stribling and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
 - CLAIMS AND DISPUTES COVERED. Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Stribling and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Stribling; any and all invoices, transactions, solicitations, all documents, promotions, or advertisements; any actions or omissions relating to this or any other matter between Stribling and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.
 - COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between Customer and any of Stribling's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Stribling becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Stribling or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
 - MATTERS NOT COVERED BY ARBITRATION. Customer agrees that Stribling does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to Stribling's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for rescission or damages Customer may have arising out of, relating to, or in connection with Stribling's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Stribling or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Stribling, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Stribling shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
 - ARBITRATION FORUM AND RULES. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi, then in the county where such facility is located). All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 4 above, to the extent permitted by applicable law.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH STRIBLING AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT OF LAW (INCLUDING TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

If there are problems with this repair visit, we must be contacted immediately in order to expedite the follow up procedures

TERMS: STRICTLY CASH, APPROVED ACCOUNT

I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Stribling Equipment, LLC (Stribling) as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth on the reverse side of this form, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and binding arbitration provisions. Customer authorizes the repair to be performed along with the use of necessary materials. Stribling employees may operate equipment for purposes of testing, inspection or delivery, at Customer's risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Stribling assumes no responsibility for loss or damage by theft or fire to equipment placed with Stribling for storage, sale, repair or while field testing.

Misc. Charges	0.00
Mileage	0.00
Parts	0.00
Labor:	780.00
Sublet:	5,985.00
Prepay:	0.00
Enviro/Supplies:	46.80
Taxes:	0.00
Total:	6,811.80

Please Remit Payment To:

Stribling Equipment, LLC
PO Box 6038
Jackson, MS 39288-6038

Customer Signature: _____

!!!!RECEIVE THIS INVOICE BY EMAIL!!!!

EMAIL US AT CREDITSEI@STRIBLINGEQUIPMENT.COM

Bill To: City of Bay St. Louis
P.O. Box 2550
Bay St. Louis, MS 39521
228.466.5450 – 228.466.5451
Fax: 228.466.5506

PURCHASING REQUISITION
City of Bay Saint Louis

Req By: Debbie Delcuze /
Auth By: _____
Charge to Acct: Public Works
Apprvd By: _____

Ship To: _____

Received: _____

Vender Info: Stribling Equipment

Date	Delivery Date	Ship Via	Project #	Requisition #	Purchase Order #
February 27, 2025			75G John Deere Repairs		
Description of Material			QTY	Price	Amount
ES007000536					
12953 Pins & Bushings			1		5,985.00
Condition Labor			1		780.00
Enviro/supplies			1		46.80
Requested by: Ronnie					
TOTAL					6,811.80


