

# VEHICLE PURCHASE AGREEMENT AND INVOICE SETOFF (CREDIT) AGREEMENT

DTM Fleet Service and Breezy Point Police Department

This Vehicle Purchase Agreement and Invoice Setoff (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between:

**Seller:** Breezy Point Police Department (and/or the City of Breezy Point, as applicable)

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

**Buyer:** DTM Fleet Service ("DTM")

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Seller and Buyer may be referred to individually as a "Party" and collectively as the "Parties."

## 1) Vehicle Sale

Seller agrees to sell and Buyer agrees to purchase the following vehicle (the "Vehicle"):

**Year/Make/Model:** 2020 Ford Police Interceptor Utility

**VIN:** \_\_\_\_\_

**Odometer:** Approximately 89,000 miles (reading at transfer: \_\_\_\_\_)

**Color/Unit No. (if any):** \_\_\_\_\_

**Title Status:** ( ) Clear ( ) Other: \_\_\_\_\_

## 2) Included and Excluded Equipment

**2.1 Included Equipment (Transfers with Vehicle).** The Vehicle is sold with its current police upfit/equipment installed and included in the sale, including any installed emergency lighting, siren/controller, push bumper, prisoner partition/cage (if installed), console/mounting hardware, wiring, and related accessories currently on the Vehicle at the time of transfer (collectively, "Included Equipment"), subject to the exclusions below.

**2.2 Excluded Equipment (Not Included).** The following items are excluded from the sale and will be removed by Seller prior to delivery unless otherwise agreed in writing: (a) any in-car and/or body camera system and related recording equipment (including DVR/NVR, mounts specific to the camera system, and associated storage/communications components dedicated to the camera system), and (b) the police radio (including radio head, radio body, microphone, antenna, and cabling specific to the radio) (collectively, "Excluded Equipment").

**2.3 Removal Standard.** Seller will use reasonable care to avoid unnecessary damage during removal of Excluded Equipment. Any openings or mounting points created by removal will be left in a safe condition.

## 3) Purchase Price

The purchase price for the Vehicle is Thirteen Thousand Five Hundred Dollars (\$13,500.00) (the "Purchase Price").

## 4) Payment Method - Setoff / Credit Against Final Invoice (Estimate #1855)

**4.1 Credit Instead of Cash Payment.** The Parties agree that the Purchase Price will be satisfied by a credit/setoff applied to Seller's final invoice for the new police vehicle upfit and equipment previously quoted by DTM under **Estimate #1855** (the "Upfit Work").

**4.2 How the Credit Will Appear.** DTM will apply a line-item credit on the final invoice substantially as follows:

*"Credit - Purchase of 2020 Ford Police Interceptor Utility (VIN \_\_\_\_\_): -\$13,500.00".*

**4.3 If Final Invoice Exceeds Credit.** If the final invoice total for the Upfit Work is greater than \$13,500, Seller will pay DTM the remaining balance per the payment terms stated on the final invoice (or DTM's standard invoice terms if none are stated).

**4.4 If Credit Exceeds Final Invoice.** If the final invoice total for the Upfit Work is less than \$13,500, then (check one):

- DTM will pay Seller the difference** within \_\_\_\_ days after issuance of the final invoice, or
- Any remaining credit will be applied** to other outstanding invoices owed by Seller to DTM, and if none exist, DTM will pay Seller the remaining credit within \_\_\_\_ days.

**4.5 No Other Offsets.** No other offsets or deductions will apply unless agreed in writing by both Parties.

## **5) Condition of Vehicle; AS-IS Sale**

**5.1 AS-IS / NO WARRANTY.** The Vehicle and Included Equipment are sold AS-IS, WHERE-IS, with all faults (if any). Seller makes no warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

**5.2 Inspection Opportunity.** Buyer acknowledges it has had the opportunity to inspect the Vehicle (or waive inspection) prior to purchase.

## **6) Delivery, Possession, and Risk of Loss**

**6.1 Delivery Date/Location.** Delivery and transfer of possession will occur on \_\_\_\_\_ at \_\_\_\_\_, unless the Parties agree otherwise in writing.

**6.2 Risk of Loss.** Risk of loss transfers to Buyer upon delivery and transfer of possession of the Vehicle to Buyer (or Buyer's agent).

## **7) Title and Documents**

**7.1 Title Transfer.** Seller will provide Buyer with properly executed title and any required transfer documents at the time of delivery.

**7.2 Liens.** Seller represents that the Vehicle is free and clear of liens and encumbrances unless disclosed here: \_\_\_\_\_.

**7.3 Odometer Disclosure.** The Parties will complete any required odometer disclosure statement(s) at transfer.

## **8) Taxes and Fees**

Unless required by law otherwise, Buyer is responsible for registration, title fees, and taxes (if any) associated with the Vehicle after transfer. Seller is responsible for any obligations arising prior to the transfer date.

## **9) Decommissioning and Data**

**9.1 Markings and Restricted Use Equipment.** Prior to delivery, Seller will remove or disable any agency-specific markings, decals, and identifiers as required by Seller policy and applicable law. Buyer

acknowledges that the use of emergency lights/sirens on public roadways may be restricted by state/local law and agrees to comply with all applicable laws.

**9.2 Data Removal.** Seller will remove the Excluded Equipment and will make commercially reasonable efforts to remove or wipe any operational data specific to Seller that may remain on the Vehicle (for example, camera/radio related data). Buyer is responsible for wiping or reconfiguring any remaining systems after transfer.

**10) Relationship to Upfit Work (Estimate #1855)**

This Agreement does not change the scope of work in Estimate #1855 except for the credit/setoff described in Section 4. The Upfit Work will be invoiced and performed according to Estimate #1855 and any approved change orders.

**11) Authority**

Each Party represents that the person signing below has the authority to bind that Party to this Agreement.

**12) Governing Law**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

**13) Entire Agreement; Amendments**

This Agreement contains the entire understanding between the Parties regarding the Vehicle purchase and the invoice credit described herein. Any amendment must be in writing and signed by both Parties.

**14) Signatures**

**SELLER:** Breezy Point Police Department / City of Breezy Point (as applicable)

**BUYER:** DTM Fleet Service

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Optional: Attach a copy of Estimate #1855 to this Agreement (or reference its date/version) for administrative completeness.