



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between RUSH TRUCK CENTERS OF TEXAS, LP ("**Vendor**") and the **City of Burleson ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to multiple Agreements between the BUYBOARD Cooperative Purchasing ("Cooperative Entity") and Vendor, including but not limited to **Contract Nos. 724-23**, and **723-23**, as amended, with respective expiration dates of 11/30/2026, and 11/30/2026.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at this link or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

FOUR (4) FORD AND TWO (2) PETERBUILT VEHICLES AS DESCRIBED IN ATTACHMENTS A-E.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of FIVE HUNDRED EIGHTY-TWO THOUSAND, THREE HUNDRED NINETY-EIGHT AND 50/100 DOLLARS (\$582,398.50) ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

☒ **Single Purchase Contract** - The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract** - The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract** - The Term shall be for one (1) year(s) expiring on _____. This Customer Agreement may be renewed for two one- year renewals. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 15TH day of SEPTEMBER 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

RUSH TRUCK CENTERS OF TEXAS, LP

By: Les Shugart

Name: [Signature]

Title: RAM

Date: 7-23-2025



Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT A

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-350 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-350 Reg Cab 4x4 Gas
BuyBoard Contract 724-23

Quantity		Total
Truck Price per Unit	\$ 80,299.60	\$ 80,299.60
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 80,299.60	\$ 80,299.60
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$ 0.00	\$ 0.00
Total Sales Price	\$ 80,299.60	\$ 80,299.60
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 80,299.60	\$ 80,299.60

Sales Representative

Signature

Anthony Trueba

Printed Name

8/18/25
Date

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature

Printed Name

Date

Quote good until 10/1/2025 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, F.E.T., state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



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214-631-2050

Attachment B

Customer Proposal Letter

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VEHICLE INFORMATION

Year 2026 Make Ford Model F-450 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-450 4x2 Diesel 169wb w/ Knapheide Body
Buyboard 724-23

Quantity		Total
Truck Price per Unit	\$ 97,178.92	\$ 97,178.92
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 97,178.92	\$ 97,178.92
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$ 0.00	\$ 0.00
Total Sales Price	\$ 97,178.92	\$ 97,178.92
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 97,178.92	\$ 97,178.92

Sales Representative

Signature

Anthony Trueba

Printed Name

8/18/25
Date

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature

Printed Name

Date

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ATTACHMENT C
Customer Proposal Letter

City of Burleson
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Burleson 76028

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VEHICLE INFORMATION

Year 2026 Make Ford Model F-550 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-550 Reg Cab 4x2 Gas, Dump body
BuyBoard Contract 724-23

Quantity		Total
Truck Price per Unit	\$ 90,125.80	\$ 90,125.80
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 90,125.80	\$ 90,125.80
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$ 0.00	\$ 0.00
Total Sales Price	\$ 90,125.80	\$ 90,125.80
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 90,125.80	\$ 90,125.80

Sales Representative

Signature

Anthony Trueba
Printed Name

Date

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature

Printed Name

Date

Quote good until 10/1/2025

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Dallas, TX 75247
214-631-2050

ATTACHMENT D
Customer Proposal Letter

City of Burleson
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Burleson 76028

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VEHICLE INFORMATION

Year 2026 Make Ford Model F-550 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-550 4x2 Diesel 169wb w/ Knapheide Body
Buyboard 724-23

Quantity		Total
Truck Price per Unit	<u>\$ 98,905.92</u>	<u>\$ 98,905.92</u>
F.E.T. (Factory & Dealer Paid)	<u>\$ 0.00</u>	
Net Sales Price	<u>\$ 98,905.92</u>	<u>\$ 98,905.92</u>
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total Sales Price	<u>\$ 98,905.92</u>	<u>\$ 98,905.92</u>
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	<u>\$ 98,905.92</u>	<u>\$ 98,905.92</u>

Sales Representative

Signature

Anthony Trueba

Printed Name

Date

8/18/25

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature

Printed Name

Date

Quote good until 10/1/2025

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Rush Truck Center, Fort Worth

1480 NE Loop 820
Fort Worth, TX 76106
800-456-5229

ATTACHMENT E

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Peterbilt Model 536 Stock # TBD Serial # TBD

Additional Vehicle Details: 2025 536 Peterbilt Cummins/Paccar 200 HP, Auto, 5-7 Yard Dump
Buyboard # 723-23

Quantity	<u>2</u>	Total
Truck Price per Unit	<u>\$ 107,594.13</u>	<u>\$ 215,188.26</u>
F.E.T. (Factory & Dealer Paid)	<u>\$ 0.00</u>	
Net Sales Price	<u>\$ 107,594.13</u>	<u>\$ 215,188.26</u>
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	<u>\$ 350.00</u>	<u>\$ 700.00</u>
Total Sales Price	<u>\$ 107,944.13</u>	<u>\$ 215,888.26</u>
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	<u>\$ 107,944.13</u>	<u>\$ 215,888.26</u>

Sales Representative



Samuel Frost
Printed Name

8/18/25
Date

Purchaser



Charles Roberts
Printed Name / Title

8/19/25
Date

Accepted by Sales Manager
or General Manager

Quote good until 9/18/2025

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⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Send P.O.'s To munisales@rushenterprises.com

Vendor **RUSH TRUCK CENTER** Date Prepared **7/17/2025**
 Contact for Vendor: **COLTON KRUSE** Phone **(830) 320-5219**
 End User: **City of Burleson**
 End User Contact: **Tray Gee** Phone/Fax **(817) 426-9838**
 Product Description: **Peterbilt 536 Dump**

A: Base Price in Bid/Proposal Number: 723-23			Series: 536 \$ 74,765.00		
B: Published Options(Iterize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Frame & Equipemnt	\$ 46.00	RC-0002	Dump Body	\$ 32,212.00
Peterbilt	Front/Rear Axles & Equipment	\$ -			
Peterbilt	Engine/Transmission & Equipment	\$ 530.00			
Peterbilt	Tire & Wheels/Air & Trailer Equipment	\$ -			
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ -			
Peterbilt	Cab & Equipment	\$ -			
Subtotal Column 1:		\$ 576.00	Subtotal Column 2:		\$ 32,212.00
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 32,788.00

C: Subtotal of A + B					\$ 107,553.00	
D: Non Published Options						
Gold Highway Equipment 57 Yard Dump Body with Options		\$ 191.13				
Subtotal Column 1:		\$ 191.13	Subtotal Column 2:		\$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 191.13

E: Contract Price Adjustment (If any, explain here)

F: Total of C + D +/- E \$ 107,744.13

G: Quantity ordered 2 x \$ 215,488.26

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
	\$ -	x	1	\$ -	
		x	1	\$ -	
		x	1	\$ -	
					\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 215,888.26