

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperat	tive Purchas	se Customer	Agreemen	t ("	Customer A	green	ent") is	entere	d inte	o by
and between F	RUSH TRUCK C	ENTERS OF TEX	(AS, LP		("Vendo	r") an	d the Ci	ty of	Burle	eson
("Customer"	or "Authori	zed Custom	er''), a Texa	s go	vernment en	tity, ar	d a Custo	omer a	uthor	ized
to purchase	goods or	services	pursuant	to	multiple	Agre	ements	betwe	een	the
BUYBOARD		Cooperativ	e Purchasi	ng	("Cooperat	tive 1	Entity")	and	Ven	ıdor,
including but	not limite	d to Contr	act Nos. 7	24-2	3	, and	723-23			, as
amended, with	respective	expiration d	lates of 11	/30/2	026 ,	and	11/30/202	26		

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 NINTEY-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):

in writing by both parties, and this Custo services as specified and quoted by the V	Term shall not exceed one (1) year, unless acknowledged mer Agreement shall be for the purchase of goods or rendor, and the Purchase Price shall not exceed the fiscal year for the applicable goods and services.
expire on September 30 th at the end of F purchases of goods or services on an as	ne Term shall be effective as of October 1st and shall by. This Customer Agreement shall be for multiple needed basis, from the same vendor under the same sed amount for Customer's current fiscal year for the
Multi-Year Contract-The Term s	shall be for one (1) year(s) expiring on
This Customer Agreement may be rene be with a single vendor for products and Contract equals or exceeds \$50,000 in the City does not appropriate sufficisubsequent year, the City shall have the any such fiscal year without penalty.	wed for two one- year renewals. Customer Agreement shall services. If the amount of expenditures under this Multi-Year he aggregate, City Council approval is required. In the event ent funds to make payments during the current or any he right to terminate this Multi-Year Contract at the end of If the price of any individual project under this contract is required. If the individual project price exceeds \$100,000
unforeseen damage to property, or to pro the public would be impaired if the purch	es that are necessary to address a public calamity, because of tect the public health or safety where the City's ability to serve hase were not made immediately. Emergency purchases must nent Code 252.022, and must be ratified by City Council if
(Standard Addendum - Select if Vendor has addi	tional terms and conditions that apply to this purchase)
Standard Addendum with the C	ity of Burleson, Texas - If this purchase contains additional
agree to the Standard Addendum with conditions as set forth in the Standard Adderms and conditions, and such Standard	ther than those set forth in the Agreement, the Vendor shall the City of Burleson, Texas. Such applicable terms and dendum shall supersede any conflicting terms of the Vendor's dard Addendum shall control. The Standard Addendum davailable online or by request and made a part of this
Customer Agreement, bind the respective Customer Agreement has been duly authorized and any amendment hereto, may be executed to the customer and any amendment hereto.	s that he/she has the power and authority to execute this we party, and that the execution and performance of this orized by the respective party. This Customer Agreement, cuted in counterparts, and electronically signed, scanned, will and such signatures shall have the same effect as original
Each party has caused this Customer Agree on this the <u>ISTH</u> day of <u>SEPTE</u>	eement to be executed by its duly authorized representative MBER 2025.
CITY OF BURLESON	RUSH TRUCK CENTERS OF TEXAS, LP
Ву:	By: Les Sheegert
Name:	
Title:	Title: RGM
Date:	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

ALC: UNK			our trust now and	VEHICLE INFO	RMATION			
Year 2026	Make	Ford	Model	F-350	Stock #_	TBD	Serial #	TBD
itional Vehicle De Board Contract 72		rd F-350 Reg	Cab 4x4 Gas					
Quantity						£ 00 000 C0		Total
	rice per Unit Factory & De	aler Paid)				\$ 80,299.60 \$ 0,00		\$ 80,299.60
Net Sale Optiona State Sa	Extended W	/arranty(ies)				\$ 80,299.60		\$ 80,299.60
Documentary Fee					\$ 0.00		\$ 0.00.	
						70000		
Total Sa	Ves Price					\$ 80,299.60		\$ 80,299.60
Deposit	llowance (see / Down Payn Balance Due		R Below)		· · · · · · · · · · · · · · · · · · ·	\$ 80,299.60		\$ 80,299.60
		1						8/
ales Representative		nature			Anthony Trueba Printed Name			Date
urchaser	Sig	nature			Printed Name / Title			Date
Accepted by Sales Ma								

DISCLABER. Any order based on this Proposal is subject to Customer executing Dealer's standard from Retell Bales Order and other acquired departments incorporating the above terms. Any documentary fees, PET, state tax, title, registration and forces fees exhibits to education and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific vehicles for exhibits in the proposal in event quoted vehicles) is not in scock, or available within requested dealersy schedule, identifications are reserved the sight to change the price to Dealer of any vehicle not currently in Dealer's stock, who of which is subject to Dealer, if a vehicle identified in this Proposal is not currently in Runh's stock at the time an order is placed by the Customer, Dealer wearnes the right to change the vehicle price at any time for make try price increases the proposal is not currently in Runh's stock at the time an order is placed by the Customer, Dealer wearnes the right to change the vehicle price at any time increases the restrict of the scool of the time and the position of the scool of the time and the proposal is not currently in Runh's stock at the time an order is placed by the Customer, Dealer wearnes the right to change the vehicle price at any time increases the restrict of the scool of the time and the proposal is not currently in Runh's stock at the time an order is placed by the lideral price and the scool of the time and the scool of th

(1) includes aubscription period for it of specified months, W Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. 44 Customer's use of Telematics Service is governed by separate 34 party provider under a separate contract directly between Customer and the 34 party provider.



Rush Truck Center, Dallas Light and Medium Duty 4000 irving Boulevard

Dallas, TX 75247 214-631-2050

Attachment B

Customer Proposal Letter

City of Burleson 725 SE John Jones Drive Burleson 76028

				VEHICLE INFOR	RMATION			
Year 2026	Make	Fo.rd	Model	F-450	Stock #_	TBD	Serial #	TBD
itional Vehicle Det board 724-23	ails: 2026 Fo	ord F-450 4x2 [liesel 169wb w/ h	(napheide Body				
Quantity								Total
Truck P	rice per Unit				2	\$ 97,178,92		\$ 97,178,92
F.E.T. (I	Factory & Dea	aler Paid)				\$ 0.00	5 17 17	
Net Sale	s Price					\$ 97,178.92		\$ 97,178.92
Optiona	Extended W	larranty(ies)						
State Sa	es Tax							
	_							
Docume	ntary Fee					\$ 0.00		\$ 0.00
	_						****	
Total Sa	les Price					\$ 97.178.92 _.	3	\$ 97,178,92
	ilowance (see / Down Paym	e DISCLAIMER Bent	Below)					
Unpaid l	Balance Due	on Delivery				\$ 97,178.92		<u>\$ 97,178.92</u>
s Representative		_	11		Anthony Trueba			8/181
p 2.20//	Sig	nature			Printed Name			Date
chaser	Sig	nature			Printed Name / Title			Date
epted by Sales Ma							- Anna Carlo	
eneral Manager	Sig	natura	77.		Printed Name			Date

Observations to any any expect of the Proposal is based upon Dealer's course from related any processor was present and changes. This Proposal is based upon Dealer's coursel and expected finestory, which is subject to change, Dealer is not effigient to ordan processor any processor in such as the processor in t

10 Includes subscription period for # of specified months, 10 Customer's use of RushCare Service is governed by the RushCare User Agreement facated at https://www.rushtruckcentera.com/hushcare-user-agreement. (A) Customer's use of Telemetics Services is governed by separate 34 party (consectance such as the first service). (4) Gap Coverage is provided and administered by an independent 34 party provider under a separate contract directly behavior. Customer and the 34 party provider.



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

ATTACHMENT C

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 Stock #___TBD_ Year 2026 Make Ford Model_ F-550 Serial #_ 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) \$ 90,125,80 \$ 90,125,80_ Net Sales Price Optional Extended Warranty(ies) State Sales Tax \$ 0.00_ \$ 0.00 **Documentary Fee** \$ 90,125.80 \$ 90,125,80 Total Sales Price Trade Allowance (see DISCLAIMER Below) Deposit / Down Payment \$ 90,125.80 \$ 90,125,80 Unpaid Balance Due on Delivery Sales Representative Anthony Trueba Purchaser Printed Name / Title Signature Accepted by Sales Manager Signature Printed Name or General Manager 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.

OISCLAMER: Any order based on file Proposal is exhibit to Customer executing Delete's standard form Refall Sales Order and other required documents incorporating the above harms. Any documentary fees, FET, state tax, title, registration and focus to 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 half if Proposal in event quoted vehicle(s) is not in stack or evailable 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 is the first fee in the Customer, Dealer reserves the right to change the price to prefer to reflect any price to reflect any pric

This includes suck enciption period for 8 of specifical months. © Customer's use of RushCere Service is governed by the RushCere User Agreement located at https://www.rushtruckcenters.com/rus/toure-sugre-agreement. on Customer's use of Telemetra Service.

4.5 Opening by separate 3th perty increase terms and Rush is not table for the Telemetra Service. (4) Cap Coverage is provided and edministrated by an independent 3th perty provided under a separate contract directly intercent Customer and the 3th perty



Rush Truck Center, Dallas Light and Medium Duty

4000 Irving Boulevard Dallas, TX 75247 214-631-2050

ATTACHMENT D **Customer Proposal Letter**

City of Burleson 725 SE John Jones Drive Burleson 76028

SEL ALL				VEHICLE INFO	RMATION			
Year 2026	Make	Ford	Model	F-550	Stock #	TBD	Serial #	TBD
litional Vehicle De board 724-23	tails: 2026 Fo	ord F-550 4x2 l	Diesel 169wb w	/ Knapheide Body				
Quantity	,							Total
Truck P	rice per Unit					\$ 98,905.92		\$ 98,905.92
F.E.T. (Factory & De	aler Paid)				\$ 0.00	1	
Net Sal	es Price					\$ 98,905.92		\$ 98,905,92
Optiona	i Extended W	/arranty(les)			700000000000000000000000000000000000000	H H	-	-1/1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 - 1/1 -
	ales Tax							
					31 33 11-3 53910			
						- X		
Docume	entary Fee					\$ 0.00	-	\$ 0.00

					 	***************************************	32	

							-	
							-	

Total Sa	iles Price					\$ 98,905,92	*	\$ 98,905,92
	•	DISCLAIME	Below)					-
	/ Down Paym				0.		•	
Unpaid	Balance Due	on Delivery				\$ 98,905,92	w	\$ 98,905.92
es Representative		0	11	-	Anthony Trueba			8/18/
	Sig	neture			Printed Namo			Date
rchaser	Sig	nature			Printed Name / Title			Date
epted by Sales M						***		
General Manager	Sig	nature	4,556,566	- 2525/	Printed Name	Arrado .		Date

USULTAMENTARY cross passed on this Proposal is suspect to Customer executing Qualer's strandard from India States Corper and deter required doctuments incorporating the above terms. Any concurrency reas, it is is state to the registered in an object of the state of the proposal is suspect to the proposal in several customer and careful free suspect of the state of the proposal is suspect to the proposal in several customer and the proposal in several

10 includes rubscription period for it of specified months. (ii) Customer's use of RushCare Service to governed by the RushCare User Agreement located at https://www.nathrushcartlere.com/rushcare-sam-agreement. (iii) Customer's use of Telematics Service to governed by separate 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



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 with you and will continue to do our best to earn your trust now a		ign and return to us at your conv	venience. We look forward to working
	VEHICLE INFORMATION		
Year 2026 Make Peterbilt Model	536 Stock	#TBD Serial	#TBD
Additional Vehicle Details: 2025 536 Peterbilt Cummins/Paccar Buyboard # 723-23	200 HP, Auto, 5-7 Yard Dump		
Quantity Truck Price per Unit F.E.T. (Factory & Dealer Paid)		2 \$ 107,594.13 \$ 0.00	Total <u>\$ 215,188.26</u>
Net Sales Price Optional Extended Warranty(ies) State Sales Tax		\$ 107,594.13 ————————————————————————————————————	\$ 215,188.26
Documentary Fee		\$ 350.00	\$ 700.00
Total Sales Price Trade Allowance (see DISCLAIMER Below) Deposit / Down Payment		\$ 107,944.13	\$ 215,888.26
Unpaid Balance Due on Delivery Sales Representative Purchaser	Samuel Frost Printed Name	\$ 107,944.13t	\$ 215,888.26 8/18/25 Date
Accepted by Sales Manager or General Manager	Printed Name Tit	les KoleAs	Delte

DISCLAMER: Any order based on this Proposal is subject to Customer executing Dealer's standard from Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and ficense 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 avventory 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 which can not be obligated to this Proposal is not ourrently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not ourrently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the valvide 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.

173 Includes subscription period for # of specified months. 470 Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. 470 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

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

Vendor RUSH TRUCK	CENTER		Date Prepar		7/17/202	
Contact for Vendor: COLTON KRUS	SE .	Phon	e (830) 320-5			
End User: City of Burleson		00 - 500	(4) (4) (4) (4) (4) (4) (4) (4) (4) (4)			
End User Contact: Tray Gee		Phon	e/Fax	(817) 426-9838	3	
Product Description: Peterbilt 536 Dur	np					
A: Base Price in Bid/Proposal Number	r: 728-23	Serie	2'	536	- S	74,765.00
B: Published Options(Ilemize Below)	740-20	Joene			- 41	7-17-00-00
IDESCRIPTION	AMOUNT					
Peterbili Frame & Equipernal	\$ 46.00	K1,C-00	Dump Body		1\$	32,212.00
Peterbili Front/Rear Axles & Equipmen	ու[ֆ -					
Peterbik Engine/Transmission & Equipme	ot \$ 530,00					
Peterbilt Tire & Wheels/Air & Trailer Equipme	nt S -	. [4		Ĺ	
Peterbilt Fuel Tanks/Battery Box & Bump	cr \$ -	1	1	-	1	
Peterbilt Cab & Equipment	\$ -	1				
Subtotal Column 1: \$ 576.0	0	Subto	tal Column 2:	\$ 32,212.00		
Published Options added to Base Pric	e(Subtotal of "Col	1" & "Co	of 2")		\$	32,788.00
	**a:					
C: Subtotal of A + B					\$	107,553.00
D: Non Published Options	La martal	1			ļ	
Golf Highway Equapment 5/7 Yard Dump Body with Option	ь 8 191.13	_			ļ	
	.11	0.11	1	10	ŀ	
Subtotal Column 1: \$ 191.13	1	Subto	tal Column 2:	8 -		
Unpublished Options added to Base pr	ice (Subtotal "Col	1 + Col	2")		\$	191.13
Onpublication opinions assets to accept		-			40	191.10
E: Contract Price Adjustment (If any, e	explain here)	100000	7			
					104	
F: Total of C + D +/- E					\$	107,744.13
C. Overtity and and						() 1 (1) () ()
G: Quantity ordered	2	X .			\$	215,488.26
H: BUYBOARD Administrative Fee					<u>.</u>	400.00
11. BUTDOAND Administrative Fee		м. о			\$	400,00
: Non-Equipment Charges & Credits (l.e.: Ext. Warranty	. Trade-	In. Delivery, etc	c.)		
	7	el I	18 -	i		
	1 1	c 1	1\$ -	i		
PART OF THE PART O	7 1	(1	18 -			
Mark State					\$	-
J: TOTAL PURCHASE PRICE INCLU	DING (G+H+I)	- VIIIVAIII A			*	215,888,26