

PURCHASE AGREEMENT

TZ-50 DC Genie Lift

This Purchase Agreement (the "Agreement") is entered into on this ____ day of _____, 2025, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Briggs Equipment Co. (the "Seller").

In consideration of the mutual covenants contained herein, the City and Seller agree as follows:

1. **Description of Goods.** The Seller agrees to sell, and the City agrees to purchase, the following goods:

Item:	TZ-50 DC Genie Lift (SKU TZ1500001AE0056)
Specifications:	As detailed in Attachment "A" (attached specifications sheet).
Quantity:	1

2. **Purchase Price.** The total purchase price for the goods, including the protection plan, is \$60,075.42, as detailed in Attachment "B".

3. **BuyBoard Contract.** Seller represents and warrants that it is a recognized vendor under the BuyBoard Purchasing Cooperative and that it is in full compliance with the terms and conditions of the BuyBoard Purchasing Cooperative Agreement, Contract Number 685-22, which is incorporated herein by reference and available at <https://app.buyboard.com/Shop/Vendors/Details?Id=3626> (the "BuyBoard Contract"). Any conflicts between the terms of this Agreement and the BuyBoard Contract shall be resolved in favor of the terms most favorable to the City. Subject to the foregoing, Seller agrees to adhere to all pricing, terms, and conditions as outlined in the BuyBoard Contract, including but not limited to:

- (a) **Pricing:** The Seller guarantees that the pricing for all goods and services provided under this Agreement shall not exceed the prices set forth in the BuyBoard Contract.
- (b) **Terms and Conditions:** The Seller shall comply with all terms and conditions as specified in the BuyBoard Contract, including delivery, installation, and warranty provisions.
- (c) **Audit and Inspection Rights:** The City reserves the right to audit the Seller's records and inspect facilities to ensure compliance with the BuyBoard Contract.
- (d) **Reporting Requirements:** The Seller shall provide any necessary reports or documentation required by BuyBoard or the City to verify compliance with the BuyBoard Contract.

4. **Warranty.** The Seller warrants that the goods delivered under this Agreement shall be free from defects in material and workmanship for a period of 1 year from the date of delivery.
5. **Sales Tax Exemption.** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Seller acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Seller in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.
6. **Notice.** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Seller:

Briggs Equipment Co.
10540 Stemmons Frwy
Dallas, TX 75220

7. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A" or Attachment "B", this Agreement shall prevail.
8. **Amendment.** This Agreement may only be amended in writing signed by both parties.
9. **Governing Law and Venue.** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.
10. **Independent Status.** The parties are independent, and neither party is the other party's employee, nor are the employees of either party the other party's employees by reason only of this agreement. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.

11. **Indemnification.** Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Seller for any expenses in any way connected with this Agreement. SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
12. **Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
13. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Seller has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Seller also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Seller does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Seller does not boycott energy companies; and Seller is compliant with all other Texas laws including any additional disclosure requirements.
14. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
15. **Force Majeure.** Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
16. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

17. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

THE SELLER:
Briggs Equipment Co.

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENT “A”

Trailer-Mounted Boom Lifts

ANSI A92.20, CSA B354.6

Genie® TZ™ -34/20 & TZ-50

Specifications

Models	TZ-34/20		TZ-50	
Measurements	US	METRIC	US	METRIC
Working height max. - ⁽¹⁾	40 ft	12.19 m	55 ft 6 in	16.92 m
Platform height	34 ft	10.36 m	49 ft 6 in	15.09 m
Entry height- extended	6.4 in	0.16 m	1 ft 8 in	0.51 m
Horizontal reach	18 ft 4 in	5.59 m	29 ft 2 in	8.89 m
Clear out reach	13 ft 5 in	4.09 m	23 ft 1 in	7.04 m
Up-and-over clearance	16 ft 1 in	4.90 m	22 ft	6.71 m
Ⓐ Platform length	2 ft 2.8 in	0.68 m	2 ft 2.8 in	0.68 m
Ⓑ Platform width	3 ft 8 in	1.12 m	3 ft 8 in	1.12 m
Ⓒ Height - stowed	6 ft 4.5 in	1.94 m	6 ft 10 in	2.08 m
Ⓓ Length- stowed	18 ft 0.5 in	5.50 m	23 ft 6 in	7.16 m
Ⓔ Width- stowed	4 ft 9.1 in	1.45 m	5 ft 6 in	1.68 m
Ⓕ Ground clearance	9.5 in	0.24 m	10 in	0.25 m
Ⓖ Length-outrigger footprint	10 ft 8.4 in	3.26 m	14 ft 4 in	4.37 m
Ⓖ Width-outrigger footprint	11 ft 9.4 in	3.59 m	14 ft 4 in	4.37 m

Productivity

Lift capacity (ANSI, CSA)- standard	500 lb	227 kg	500 lb	227 kg
Lift capacity (ANSI, CSA) - rotating platform	460 lb	209 lb	500 lb	227 kg
Lift capacity (CE/AUS) - standard	440 lb	200 kg	440 lb	200 kg
Lift capacity (CE/AUS) - rotating platform	400 lb	181 kg	440 lb	200 kg
Platform rotation - mechanical	90°		-	
Platform rotation - hydraulic	-		160°	
Turntable rotation	359°	359°	359°	359°
Outrigger leveling capability	11°		11°	
Towing speed rate	60 mph	97 km/h	60 mph	97 km/h
Tongue weight - ANSI, CSA	315 lb	143 kg	400 lb	181 kg
Tongue weight - CE	163 lb	74 kg	220 lb	100 kg
Tire size - ANSI, CSA	ST 205/75 R15		ST 225/75 R15	
Tire size - CE	185R-14C		215 R14C	

Power

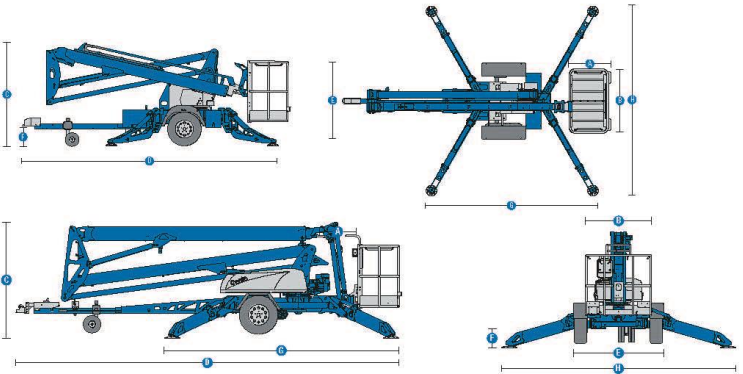
Power source- standard	24V (4×6V 225Ah)		24V (4×6V 225Ah)	
Hydraulic tank capacity	2.65 gal	10 L	4.75 gal	18 L
Hydraulic system capacity	4.5 gal	17 L	8.0 gal	30 L

Weight⁽²⁾

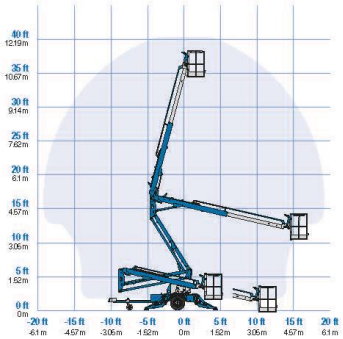
Weight- ANSI, CSA, Australia	3,155 lb	1,431 kg	4,400 lb	1,996 kg
Weight- CE	3,170 lb	1,438 kg	4,475 lb	2,030 kg

Sound and Vibration Levels

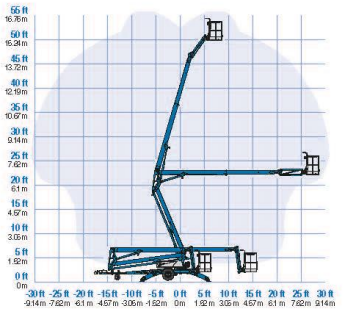
Sound Pressure level (ground workstation)	<70 dBA	<70 dBA
Sound Pressure level (platform workstation)	<70 dBA	<70 dBA
Vibrations	<2.5 m/s ²	<2.5 m/s ²



Range of motion TZ-34/20



Range of motion TZ-50



Genie®

QUALITY BY DESIGN

Trailer-Mounted Boom Lifts

ANSI A92.20, CSA B354.6

Genie® TZ™ -34/20 & TZ-50

SKU: Standard Model

- TZ340001AD0001: TZ-34 DC
- TZ500001AD0002: TZ-50 DC
- TZ500001AD0001: TZ-50 DC, Hybrid

* Build to Order

Option availability		S	S+	BO
Power	Standard battery	✓	✓	✓
	High capacity battery		○	○
	Bi-Energy, Honda Gas	✓	✓	✓
	Battery charge indicator (BCI)		○	○
	24V DC Power	✓	✓	✓
Platform	Hom		○	○
	AC wiring to platform	✓	✓	✓
	Aluminum 26.8in x 44in platform	✓	✓	✓
	Hydraulic platform rotation 160 degrees (TZ-50)			○
	Manual platform rotation 90 degrees (TZ-34)			○
	Tilt alarm sensor	✓	✓	✓
	Variable speed control system	✓	✓	✓
Chassis	Lift Connect Telematics		○	○
	Lift Connect with Access Manager upgrade		○	○
	2 in Ball Bulldog coupler		○	○
	Combination hitch with choice of coupler	✓	✓	✓
	2 in Ball Leverlock coupler	✓	✓	✓
	2 5/16 in Ball Leverlock coupler		○	○
	Clevis coupler		○	○
	I.D. pintle ring coupler 2 1/2 in		○	○
	Drive and set option			○
	Flashing beacon		○	○
	Non-marking outrigger foot pads		○	○
	Spare tire		○	○
	10 in solid plastic wheel	✓	✓	✓
	355 degree non-continuous rotation	✓	✓	✓
	Automatic 11 degree leveling system	✓	✓	✓
	Auxiliary platform descent	✓	✓	✓
	Highway safety chains with snap lock	✓	✓	✓
	Hour meter	✓	✓	✓
	Hydraulic outriggers	✓	✓	✓
	Hydraulic surge brakes	✓	✓	✓
	Illuminated outrigger indicators	✓	✓	✓
	LED brake light	✓	✓	✓
	Mechanical parking brake	✓	✓	✓
	Outrigger interlocks	✓	✓	✓

Drive and set option available for TZ-50 only

S

Standard

S+

Standard +

BO

Build to Order

✓

Standard Features

○

Options



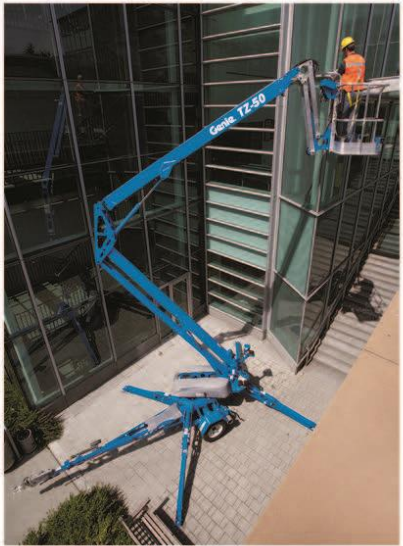
Truck Towable



Quick Setup



Low Floor Loading



Genie Genuine Accessories⁽¹⁾

- Ball coupler 2 5/16 in
- Clevis coupler
- Dual 10 in air-filled tires (TZ-34/20 only)
- I.D. pintle ring coupler 2 1/2 in

⁽¹⁾ More accessories available from Genie Genuine Parts.

Product specifications are subject to change without notice or obligation. Photographs and/or drawings herein are for illustrative purpose only. Refer to the appropriate Operator's Manual for instructions on proper equipment use. Failure to follow instructions in the Operator's Manual may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie, Quality By Design, Xtra Capacity, Lift Power, Lift Guard, Lift Tools, Lift Connect and Tech Pro Link are registered trademarks of Terex Corporation or its subsidiaries.

04/24

Genie

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QUALITY BY DESIGN

ATTACHMENT “B”



Quote# 032425-4

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Customer Name/Address:	Quotation #:	QUO-032425-4
City of Dripping Springs	Date:	3/21/2025
511 Mercer Street	Contact Name:	Riley Sublett
Dripping Springs, TX 78620	Phone Number:	512.858.7538
	Email Address:	rsublett@cityofdrippingsprings.com

Please accept Briggs Equipment's recommendation for your material handling needs. Based on our evaluation of your current application, Briggs Equipment is pleased to provide you a quotation for the following equipment:


Product	SKU	Qty	
	TZ-50	TZ500001AE0056	1
	TZ-50 DC		1
	High capacity battery	006071	1
	No Genie Lift Connect™	006112	1
	2 in Ball Leverlock coupler	006031	1
	Plug US	006020	1
	Drive and set option	006074	1

Image may not depict actual machine configuration

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Lead Time: 12 Weeks

QTY:	1
Cost Per Unit:	\$59,475.42
Freight Estimate (FOB New Braunfels):	\$600.00
Lead Time (Delivery):	2 Weeks

Setup, labor, tax, title, and license costs may also apply. Vehicles may incur additional charges for state-required features.

**THIS QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE.
REFER TO PRODUCT LITERATURE FOR FURTHER SPECIFICATIONS.**

<u>Customer Representative</u>	<u>Briggs Equipment Representative</u>
Accepted by _____	Proposed by <u>Hayden Tschaar</u>
Title _____	Title <u>Account Manager</u>
Customer PO# _____	

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BRIGGS INDUSTRIAL SOLUTIONS, INC. TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (these "Terms") ARE INCORPORATED INTO ALL QUOTES AND ORDERS BETWEEN PURCHASER AND SELLER. IF PURCHASER RESPONDS TO A QUOTE PROVIDED BY SELLER BY SIGNING THE QUOTE OR PROVIDING AN ORDER FOR EQUIPMENT REFERENCED IN THE QUOTE, PURCHASER ACKNOWLEDGES AND ACCEPTS THAT THESE TERMS APPLY TO THAT PURCHASE AND ANY FUTURE PURCHASES MADE UNDER THE QUOTE.

THESE TERMS SUPERSEDE PURCHASER'S TERMS AND CONDITIONS, INCLUDING THOSE THAT MAY BE INCLUDED IN PURCHASER'S ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS, REGARDLESS OF WHETHER OR WHEN PURCHASER SUBMITS SUCH ORDER, SHIPPING REQUEST, COMMUNICATIONS, OR ITS TERMS AND CONDITIONS. SELLER EXPRESSLY REJECTS PURCHASER'S GENERAL TERMS AND CONDITIONS OF PURCHASE. FULFILLMENT OF PURCHASER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF PURCHASER'S TERMS AND CONDITIONS OR SERVE TO MODIFY OR AMEND THESE TERMS.

ACCEPTANCE

All quotes are subject to prompt acceptance and transmittal of the order(s). Prices are subject to change without notice unless otherwise stated. All contracts shall be deemed to have been executed in Dallas County, Texas.

DELAYS

Deliveries under all orders, contracts and agreements are contingent upon acts of providence, supply chain issues, manufacturing contingencies, strikes, accidents, governmental priority regulations and other causes of delay beyond Seller's control, and in no event will Seller be liable for any failure or delay in fulfilling any orders or any related losses.

CANCELLATIONS

Standard orders may be cancelled within five (5) business days of the order. After the five (5) business days, standard orders cannot be cancelled or modified without Seller's prior written permission, and Purchaser shall pay all cancellation and/or modification fees to cover the costs and consequential damages incurred by Seller related to the order, including any expenses and any return shipping costs, plus a restocking fee of thirty percent (30%) of purchase price. The restocking fee is payable at the time of modification or cancellation. **ALL SPECIAL OR CUSTOM ORDERS ARE FINAL SALES AND CANNOT BE CANCELLED, MODIFIED, OR RETURNED WITHOUT SELLER'S WRITTEN PERMISSION.** If Purchaser attempts to cancel or modify a special or custom order, Purchaser will owe 100% of purchase price plus all costs and losses incurred by Seller in connection with the order, and such amounts shall be immediately due and payable to Seller. Purchaser agrees that the above fees are necessary to compensate Seller for the time and resources invested in processing the order. *For purposes of these terms and conditions a "Special" or "Custom" order will be any order that requires special product engineering and/or custom components or parts pursuant to Purchaser's order.*

DELIVERIES

Delivery dates are estimates only and are subject to shipping and manufacturing contingencies. Seller cannot guarantee shipments on the date provided and is not liable for any delays, losses, or damages in transit. Notwithstanding the foregoing, Purchaser must take delivery of goods within 30 days of the Seller providing notice to purchaser that the goods are available for delivery. If Purchaser fails to take delivery within such 30 days, Purchaser will be invoiced for the goods plus all applicable fees associated with not taking timely delivery of the goods, such as storage charges for up to 90 days, after which such time Seller may deem the goods abandoned or exercise any other right or remedy available to it under law.

WARRANTIES DISCLAIMER, EXCLUSIVE REMEDY AND LIMITATION ON LIABILITIES

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE QUOTE, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER (WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE) WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE QUOTE.

PURCHASER'S EXCLUSIVE REMEDY FOR ANY BREACH IN WARRANTY IS LIMITED TO SELLER REPAIRING OR CORRECTING ANY DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES,

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ARISING OUT OF THE ORDER OR THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

PURCHASED EQUIPMENT MAY BE COVERED BY A MANUFACTURER'S WARRANTY ("MANUFACTURER'S WARRANTY"). ANY SUCH MANUFACTURER'S WARRANTY IS PROVIDED DIRECTLY BY THE MANUFACTURER AND NOT BY SELLER. SELLER WILL PASS THROUGH TO PURCHASER SUCH MANUFACTURER'S WARRANTY TO THE EXTENT PERMITTED BY THE MANUFACTURER.

SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY ORDER OR THESE TERMS SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM OR THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR SUCH ORDER, WHICH EVER IS LESS. SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF GOODS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY SELLER, ITS AGENTS OR REPRESENTATIVES.

CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including pricing, specification, discounts, rebates, prints, brochures, and any other documents or non-public information provided by Seller are confidential and intended only for Purchaser's use, and may not be disclosed or copied, and are not to be used in any way detrimental to Seller.

PAYMENT TERMS

Unless otherwise specifically stated, payment is due net 10 days from the date of invoice. Factory, sales or use taxes, any type of property tax or any manufacturers or other exercise tax or tariffs levied by any federal, state, or municipal government or any sub-division thereof, are the liability of Purchaser and if paid by Seller will be charged to and payable by Purchaser. All sales subject to approval of Seller's credit department. This and all subsequent purchases are payable in the city of Dallas, Dallas County, Texas. Seller reserves the right to cancel this contract upon (1) breach of contract by Purchaser; (2) failure by Purchaser to make payments as required; (3) upon insolvency or bankruptcy of Purchaser. Seller reserves the right to require pre-payment of an order, in whole or in part, in its sole discretion. Purchaser shall pay interest on all late payments not to exceed the highest rate permissible under applicable law. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including without limitation, attorneys' fees. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

WAIVER

No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms by Seller operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder by Seller precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by Seller.

GOVERNING LAW, JURISDICTION

These Terms, and all orders and sales between Purchaser and Seller, is governed by, and construed in accordance with the laws of Texas without giving effect to any conflict of law provisions thereof that would result in the application of the laws of a different jurisdiction. All legal proceedings shall be instituted in the state or federal courts of Texas. Purchaser irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

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