

Tampa Crane & Body



PURCHASE AGREEMENT

QUOTE NUMBER	QUOTE DATE	VALID FOR	CHASSIS MUST ARRIVE BY /DAYS	SALESPERSON	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
JM0510	05/11/2023	30 Days	N/A	Jeffrey Makowski	TBD	Green Cove Springs	Net 10

CUSTOMER INFORMATION:

Customer: City Of Green Cove Springs Contact: Donald Chase
 Address: 321 Walnut Street City, State & Zip: Green Cove Springs, FI 32043
 Phone: 904-297-7066 Cell Phone: 904-994-3879 Email address: dchase@greencovesprings.com

VEHICLE AND EQUIPMENT:

Equipment:	Bodies (17)	Bodies Cont:
17-3 rd Eye Front Forward Cameras	Dump Truck # 223	Rear Loader # 712
17- 3 rd Eye Driver Facing Cameras	* Dump Truck # 906	Rear Loader # 713
17-3 rd Eye Back up Cameras	Claw Truck # 702	Rear Loader # 701
17-9" Monitor w/ Recording	Claw Truck # 710	Recycling Truck # 709
Capabilities (SD Card)	Claw Truck # 720	Bucket Truck # 401
Includes: All Mounting Brackets, Ram Bracket Plate, Splitters and Cables Required.	Digger Truck # 404	Bucket Truck # 405
Includes System Delivery, Installed, Tested and Operator Trained	Digger Truck # 419	Bucket Truck # 408
	Digger Truck # 435	Bucket Truck # 417
	Dump Truck # 204	

TERMS OF SALE:

1. Purchase Price Each System		\$ <u>3,558.55</u>
2. Additional Equipment Purchase Price (each):		\$ <u>N/A</u>
3. Total Price (each): (Line 1 plus Line 3)		\$ <u>3,558.55</u>
4. Grand Total:		\$ <u>60,595.50</u>
5. Net Amount of Trade-In (s):		\$ <u>N/A</u>
6. Cash Price less Net Trade-In: (Line 4 minus Line 5)		\$ <u>N/A</u>
8. Sales Tax: (Taxable amount Line 4 minue Line 5)		\$ <u>Tax Exempt</u>
9. Federal Excise Tax: (Full amount of line 4)	x 12%=	\$ <u>N/A</u>
10. Title & Registration Fee:		\$ <u>N/A</u>
11. Freight:		\$ <u>Included</u>
Delivery Notes:		
12. Extras: (warranty, etc.)		\$ <u>N/A</u>
Extras Description:		
13. Total Amount Due from customer:		\$ <u>60,495.50</u>

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Tampa Crane & Body (TC&B) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although TC&B has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against TC&B. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should TC&B fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against TC&B shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, TC&B may elect to retain the deposit, and sue for any actual damages incurred by TC&B for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. **TC&B SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of TC&B, unless made or assumed in writing by TC&B.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against TC&B for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless TC&B receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless TC&B receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless TC&B and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of TC&B, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse TC&B for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. TC&B is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that TC&B is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

TAMPA CRANE REPRESENTATIVE:

_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Title	_____	Title
_____	Customer PO Number	_____	Date
_____	Date	_____	Contact Email
		_____	Contact Cell

TAMPA CRANE AND BODY
5701 N 50th Street, Tampa, FL 33687
(813) 246-5510 (Office)
(813) 246-5322 (Fax)

Donald Chase

From: Amanda Perdue <aperdue@petersenind.com>
Sent: Thursday, May 11, 2023 3:27 PM
To: Donald Chase
Subject: GOT IT HERE YOU GO

CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Chase,

I hope this email finds you well. As a valued customer of our company, we wanted to recommend the use of a 3rd Eye camera system for your truck. We believe that this product will greatly benefit you and your business, and we wanted to share our positive experience with it.

The 3rd Eye camera system is a high-quality product that provides clear and reliable images of your vehicle's surroundings. It is specifically designed for use on commercial vehicles, and we have found it to be an invaluable tool in improving safety and efficiency on the road.

With its advanced features and ease of use, we believe that the 3rd Eye camera system will be a valuable asset to your business. It will help you to reduce the risk of accidents, improve your drivers' visibility, and ultimately increase your bottom line.

We highly recommend the 3rd Eye camera system to all of our customers, and we are confident that it will be a great addition to your truck. If you have any questions or would like to learn more about this product, please don't hesitate to reach out to us.

Thank you for your continued support of our company.

Best regards,
Amanda Perdue

Amanda Perdue

Parts Sales

Parts | Petersen Industries

863-225-4288

aperdue@petersenind.com

4000 STATE RD. 60 WEST, LAKE WALES FL, 33859



[Create Your Own Free Signature](#)

On Thu, May 11, 2023 at 3:26 PM, Donald Chase <dchase@greencovesprings.com> wrote:

Hello Amanda,

Here is my contact information.

Thanks for all your help and have a great afternoon.

Donald Chase

Equipment Maintenance

City of Green Cove Springs

904 . 297 . 7066

dchase@greencovesprings.com

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