

## **Purchase Agreement**

Date: September / October \_\_\_\_, 2024

DEALER: Pomasl Fire Equipment, Inc. P.O. Box 267 1918 Neva Road Antigo, WI 54409

PURCHASER: Village of Kronenwetter 1582 Kronenwetter Drive Kronenwetter, WI 54455

MANUFACTURER: Demers Ambulances, model MXP170, Type I Ambulance

This **Purchase Agreement** is entered into by and between the above named **DEALER** and **PURCHASER** for the following:

Including: Chassis:  $\underline{X}$  Body:  $\underline{X}$  Equipment:  $\underline{X}$ 

The PURCHASER agrees to pay the DEALER the sum below per the proposal dated June 25, 2024 for a Demers Ambulances model MXP170, Type I Ambulance, to be built on a Ford F450 gas chassis.

Balance due upon delivery of the vehicle to the purchaser	\$ 378,018.00
<ul> <li>Stryker model 6252, Stair Pro tracked manual stair chair</li> </ul>	\$ 4,475.00
Stryker model 650705550001, Power Pro 2 power cot	\$ 29,995.00
Stryker model 6390, MTS Power-LOAD cot loading system	\$ 27,425.00
<ul> <li>Less Ford municipal discount</li> </ul>	(\$3,500.00)
Demers model MXP170, Type I Ambulance	\$ 319,623.00

Payment Terms: 100% payment due at final delivery at your station.

<u>Lead time for delivery</u>: The ambulance is a stock unit that is already on order. The ambulance is scheduled to be completed in early December 2025.



<u>Loaner Ambulance</u>: In the event the new Demers MXP170 ambulance is not completed, passed Wisconsin inspection and ready for service by January 1, 2026, the DEALER will provide a loaner ambulance no later than December 22, 2025 for use until the new Demers MXP170 ambulance passes state inspection and is ready for service. The Make, model, year, and VIN will be determined in December 2025. The loan period would be from December 22, 2025 until the new Demers MXP170 is placed in service. A loaner agreement would be provided to be signed at a cost of \$ 0.00.

<u>Cancellation / Termination</u>: In the event this Agreement is cancelled or terminated by the PURCHASER before completion, DEALER may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 0% of the Purchase Price after order is accepted and before July 1, 2025; (b) 10% of the Purchase Price if cancelled between July 2, 2025 and October 1, 2025, and; (c) 25% of the Purchase Price between October 2, 2025 and arrival of the completed ambulance at the DEALER location, which is estimated to be December 10, 2025. The December 10, 2025 dates is flexible and assumes the unit stays on schedule up to and through the build of the ambulance at the Demers Ambulance facility. DEALER endeavors to mitigate any such costs through the sale of the ambulance to another purchaser; however, PURCHASER may remain liable for the costs incurred by the DEALER as outlined in the above cancellation fee schedule at the dealers discretion. If PURCHASER elects to cancel the order, a letter on Village letterhead needs to be sent to the DEALER. DEALER will then review timeline and may or may not incur the cancellation fee.

The PURCHASER agrees that any modifications in the form of additions to and or deletions from the specifications made during the manufacture of the vehicle or prior to delivery, at the request of the PURCHASER, shall be considered and computed into the final balance; and the final payment adjusted, in accordance with such changes.

Unless otherwise noted herein, the Purchase price agreed to is net F.O.B. 1582 Kronenwetter Drive, Kronenwetter, Wisconsin. All customer payments including final payment must be made directly to the DEALER - Pomasl Fire Equipment, Inc.

The title does not pass to the PURCHASER until the purchase price is paid in full. The vehicle will not be turned over to the PURCHASER unless proof of insurance is provided.

All applicable sales and excise taxes now, or hereafter, imposed upon the sale of the items specified herein shall be paid by the PURCHASER.



## **DEALER:**

Date Signed:

POMASL FIRE EQUIPMENT, INC.

Authorized Signatures:

Kevin Pomasl or Dan Pomasl President or Vice President Pomasl Fire Equipment, Inc.

## **PURCHASER:**

VILLAGE OF KRONENWETTER

Name # 1 – Sign Above the Line

Name # 1 – Print Name Above Line

Title:

Date Signed:

Name # 2 (if necessary) – Sign Above the Line

Name # 2 (if necessary) – Print Name Above Line

Title:

Date Signed:

Name # 3 (if necessary) – Sign Above the Line

Name # 3 (if necessary) – Print Name Above Line

Title:

Date Signed:

