

		2441 S. State Road 7 Fort Lauderdale, FL 33317 J.D. Cauthen (954) 745-1707 jcauthen@thepetstore.com		Sourcewell Pricing Per Peterbilt Motors Company Contract # 032824-PMC	
Date: 11/5/2024		PO #		Member # 27420	
Customer: DAVIDSON MONESTIME		Address: DAVID MONESTIME			
Bill To: CITY OF LAKE WORTH BEACH		Ship to: City Of Lake Worth Beach			
Address: 299 RIVERSIDE DRIVE LAKE WORTH BEACH, FL 33461		Address: 1880 2nd Avenue N Lake Worth Beach, FL 33461			
Phone: (561)533-7396		Phone: (561)533-7396			
Email: dmonestime@lakeworthbeachfl.gov		Email: dmonestime@lakeworthbeachfl.gov			
Item #	Description	Qty	Unit Price	Discount	Price
1	2025 Peterbilt 567 truck Paccar MX11 355 HP Eng with Paccar TX-18 Pro Trans	1	\$ 252,559	25.00%	\$ 189,419
3	Chassis Floorplan	120	\$ 40		\$ 4,800
2	Chassis Fuel, Delivery and Training	1	\$ 1,850		\$ 1,850
4	Fuel Surcharge	1	\$ 21		\$ 21
5	SmartLinq 5yr subscription	1	\$ 799		\$ 799
6	Prognostic Connection Fee	1	\$ 100		\$ 100
7	Frame Layout - Body Builder	1	\$ 1,500		\$ 1,500
8	New Way Magnum 32yd Rear Loader	1	\$ 134,597		\$ 134,597
9	Permanent Tag	1	\$ 350		\$ 350
10	Addl 2024 Dealer Discount	1	\$ (31,678)		\$ (31,678)
11					\$ -
12					\$ -
ANY CHANGES TO THE CHASSIS AND/OR THE BODY COMPANY DESTINATION MUST BE MADE 90 DAYS BEFORE THE SCHEDULED BUILD DATE!! ANY CHANGES MADE INSIDE THE 90 DAY PERIOD ARE SUBJECT TO PETERBILT CHANGE ORDER FEES.				Invoice Subtotal	\$ 301,758
BOTH PAGES OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE. PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS ON BOTH THE FACE AND REVERSE/SIDE HEREOF THAT THIS ORDER CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT AS OF THIS DATE HERE OF COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED HEREBY AND THAT THE PURCHASER BY HIS EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND AGREES TO THE SAME AND HAS RECEIVED A TRUE COPY OF THIS ORDER. THERE IS NO AGREEMENT, GUARANTEE, OR WARRANTY OF MERCHANTABILITY OR OTHERWISE, VERBAL OR WRITTEN, EXPRESSED OR IMPLIED, EXTENDING BEYOND THE DESCRIPTION OF THE GOODS ON THE PAGE OF THIS AGREEMENT.				Business Fees	
				The Pete Store Processing Fees	\$ 485
				Sub Total	\$ 302,243
Estimated delivery for the chassis would be the second half of 2024. Delivery dates may change due to high demand for available units. Pricing is subject to additional surcharges and/or increases from Peterbilt and/or the body upfitter. Unless otherwise stated, the chassis includes 30 days of floorplan with this quote. QUOTE GOOD FOR 30 DAYS				Deposit Received	
				TOTAL	\$ 302,243

ADDITIONAL CONDITIONS OF SALE

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

DISCLAIMER OF CONSEQUENTIAL DAMAGES: In the event of any civil action by Purchaser against Dealer or Manufacturer, Customer shall not be entitled to recover any consequential damages as defined in the Uniform Commercial Code, as enacted in the state where Dealer is located, including but not limited to, loss of profits and down time.

WARNING: Air Leaf/Air Trac with tracking rod suspension, which has a ride height approximately 2.4 inches higher than that of the low air leaf suspension, is generally not suitable for high cube/low frame height applications. Customer should verify its height requirements and specify the low air leaf suspension when a lower frame height is required.

Any warranties on the product(s) sold hereby are those made by manufacturer. Any printed manufacturer's warranty delivered to customer with said product(s) is a contract solely between manufacturer and customer and is not a part of the sale or bargain between customer and dealer. Except for any such warranty made by manufacturer, said product(s) are sold on an "as is, where basis, in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, each of which are expressly disclaimed.

Placement of any customer's deposit into dealer's account shall not mean that dealer has accepted this order. This order shall not become binding upon dealer, until accepted by dealer's authorized representative. A list of authorized representatives may be obtained, by request sent to the address listed herein.

- 1. PARTIES TO ORDER; DEFINITIONS.** As used in this Order, the terms: (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto only by its acceptance hereof; (b) "Customer" shall mean the party executing this Order as such on the face hereof; (c) "Manufacturer" shall mean the Corporation that manufactured the Product, it being understood by Customer and Dealer that Dealer is in no respect the agent of Manufacturer. That Dealer and Customer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to the Product; (d) "Product" or "Products" shall mean the new and/or used vehicle or vehicles or other products, which are being purchased by Customer, as set forth in this Order.
- 2. CHANGES BY MANUFACTURER; EFFECT ON ORDER.** Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice, in the event the price to Dealer of motor vehicles of the series and style ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Customer. Dealer reserves the right to change the cash delivered price of such motor vehicle to Customer accordingly. If such cash delivered price is increased by Dealer, Customer may, if dissatisfied there with, cancel this Order, in which event if a motor vehicle has been traded in as a part of the consideration for such motor vehicle, such used motor vehicle shall be returned to Customer upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefore, less a selling commission of 15% and any expenses.
- 3. REAPPRAISAL OF USED MOTOR VEHICLE.** If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Customer of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Customer may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Customer and surrender of the used motor vehicle to Dealer.
- 4. DELIVERY OF USED MOTOR VEHICLE BY CUSTOMER- CUSTOMER WARRANTY OF TITLE.** Customer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Customer warrants any such used motor vehicle to be his properly and free and clear of all liens and encumbrances except as otherwise noted herein.
- 5. REFUSAL OF ACCEPTANCE OF MOTOR VEHICLE; RIGHTS OF DEALER.** Unless this Order shall have been cancelled by Customer under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Customer to accept delivery of any product ordered hereunder and to comply with the terms of this Order, or upon the existence of circumstances, which provide Dealer with a reasonable basis for believing Customer intends to breach its obligations under this Order; to exercise any and/or all of the following remedies: cancel this Order; retain any cash deposit made by Customer; in the event a used motor vehicle has been traded in as a part of the consideration for the product ordered hereunder, sell such used motor vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in Paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of order cancellation.
- 6. DELAY OR FAILURE IN DELIVERY; LIMITATION OF DEALER LIABILITY.** Dealer shall not be liable for failure to deliver or delay in delivering any product covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control or is without the gross negligence or intended misconduct of Dealer.
- 7. LIABILITY FOR TAXES.** The price for the product specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use of occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof. Purchaser is responsible for federal excise tax on add-ons purchased after date of truck sale.
- 8. DEFAULT — NEW & USED VEHICLE -** In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered here-under, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection the amounts due; and/or (5) retain as liquidated damages any cash payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.
- 9. DOCUMENTS -** Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 8 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.
- 10. CASH TRANSACTION —** In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the unpaid balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of unpaid balance shall not relieve purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof, in the event that the transaction covered the order is not a cash transaction, Purchaser agrees to execute before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments be required by Dealer.
- 11. SECURITY AGREEMENT --** Purchaser hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.
- 12. ESTIMATES —** Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.
- 13. USED VEHICLE DISCLOSURE --** The information you see on the window form for this vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. Under Virginia law, the failure to provide the Buyer's Guide required by Federal Law or an "As Is" Sale Disclosure may subject the dealer to a civil penalty of no more than \$1,000 and may allow buyer to cancel the sale within 30 days.
- Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
- If you are financing this vehicle, please read this notice: you are proposing to enter into a retail installment sales contract with the dealer. Part of your contract involves financing the purchase of your vehicle. If you are financing this vehicle and the dealer intends to transfer your financing to a finance provider such as a bank, Credit union or other lender, your vehicle purchase depends on the finance provider's approval of your proposed retail installment sales contract. If your retail installment sales contract is approved without a change that increases the cost or risk to you or the dealer, your purchase cannot be cancelled, if your retail installment sales contract is not approved, the dealer will notify you verbally or in writing. You can then decide to pay for the vehicle in some other way or you or the dealer can cancel your purchase. If the sale is cancelled, you need to return the vehicle to the dealer within 24 hours of verbal or written notice in the same condition it was given to you, except for normal wear and tear. Any down payment or trade-in you gave the dealer will be returned to you. If you do not return the vehicle within 24 hours of verbal or written notice of cancellation, the dealer may locate the vehicle and take it back without further notice to you as long as the dealer follows the law and does not cause a breach of the peace when taking the vehicle back. If the dealer does not return your down payment and any trade-in when the dealer gets the vehicle back in the same condition it was given to you, except for normal wear and tear, the dealer may be liable to you under the Virginia consumer protection act."

Signed By: _____ Date: _____

Signature _____ Date _____

Printed Name: _____ Title: _____

AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP

THIS ORDER IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP.