

Agreement for Boat Purchase

This Agreement is made and entered into this _____ day of _____, 2025 by and between: City of Mercer Island – Police Department (the “Purchaser”), and Inventech Marine Solutions, LLC, a limited liability company organized and existing under the laws of the State of Washington, with its principal place of business at 5626 Imperial Way SW, Bremerton, Washington, 98312- 4973 (“Contractor”).

Recitals:

1. Purpose of Agreement

The Purchaser hereby agrees to purchase, and Contractor agrees to sell, all rights, title and interest in and to the boat identified and described on the sales sheets attached as Exhibit A. The sales sheets contain the price, details and specifications for the boat to be constructed and sold by Contractor to Purchaser hereunder.

2. Scope of Services

Contractor shall construct, supply and furnish the Purchaser with the boat identified and described in Exhibit A.

3. Construction & Delivery Times

Contractor agrees to commence construction of the boat as and when its current production schedule allows. Contractor further agrees to make reasonable progress to complete construction. Contractor intends to begin construction of the new vessel in late September 2025, with an anticipated completion of April 2026. Delivery of purchaser’s boat will occur at Contractor’s manufacturing facility at 5626 Imperial Way in Bremerton, Washington.

4. Price & Payment

For construction and sale of the boat, Purchaser agrees to pay Contractor the agreed price specified in attached IMS_33FC120-PRO_MERCER PD_21JAN2025_Rev-A4Quote, as such price may be modified by change order during construction. Purchaser’s payment of the purchase price shall be in accordance with the following terms:

Purchase Price: \$590,907.85 based on IMS_33FC120-PRO_MERCER PD_21JAN2025_Rev-A4 utilizing progress payment schedule.

Payment Schedule

Receipt of Signed Agreement	10%
Proof of Weld Start	40%
Proof of Rigging Start	30%
Final Acceptance	Balance Owed

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Sales Tax and other miscellaneous fees are not included in the purchase price of the boat and will be added to the final invoice.

5. Changes

If Purchaser or Contractor requests, or one of the parties believes that a change in the boat's construction is necessary, (a "Change"), then the party requesting or noting the Change shall notify the other in writing and the parties shall discuss the change and reach agreement on the change if possible. If the change necessitates an adjustment to the agreed contract price of the boat, Contractor will draft a formal written change order and transmit it to Purchaser for execution. Contractor will not proceed in the execution of the work associated with the change order until a signed copy is received from Purchaser. If the purchase price is adjusted by change order, Purchaser shall pay for the change in the immediately subsequent progress payment in the payment schedule set forth above.

If changes are requested by the purchaser during the physical building of the boat the contractor has the right to request additional compensation for the impact to the business operations and schedule. Time loss situations may be billed for delays in the build schedule. Extended build schedules impact all future builds and overhead operating expenditures.

6. Force Majeure

Contractor shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion or riot, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Contractor shall be excused from its obligations for the period of delay and for a reasonable time thereafter. Contractor shall use reasonable efforts to notify Purchaser of the occurrence of such an event within a reasonable time.

7. Material and Workmanship Warranty

Contractor warrants to the original purchaser that the boat constructed by Contractor will be free of defects in material and workmanship under normal use and service. Contractor's obligation under this warranty shall be limited to the repair or replacement of any part or parts which may thus prove defective under normal use and service within the applicable recreational or commercial warranty periods noted at the time of the vessel's acceptance, and which Contractor's examination shall disclose to Contractor's satisfaction to be defective. All vessels will receive a lifetime hull warranty which is non-transferable and valid only to recreational users. Warranty work will be completed at the Contractor's main manufacturing facility in Bremerton, Washington. Purchaser's return of Purchaser's boat to Contractor's manufacturing facility for warranty work shall be at Purchaser's expense, and it is the responsibility of Purchaser to make arrangements to transport the boat, or the

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allegedly defective parts or components, to Contractor's manufacturing facility. Notification of any item subject to this warranty will be submitted to Contractor in writing within 30 days after discovery by Purchaser. All warranty work must be authorized by Contractor. Contractor's corrective work in the manner provided above shall constitute a fulfillment of all liabilities of Contractor with respect to the quality of the boat. Purchaser is solely responsible for pursuing the appropriate third-party manufacturer for any warranty claim arising from a feature, component or installed item manufactured by someone other than Contractor. Contractor shall assign all necessary and available third-party warranties to Purchaser. See our posted warranty online for all the details and the most current information.

THE FOREGOING WARRANTY IS SUPPLEMENTAL TO THE REGISTERED WARRANTY SIGNED AT THE TIME OF ACCEPTANCE AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER LIABILITIES ON CONTRACTOR'S PART, AND CONTRACTOR NEITHER ASSUMES, NOR AUTHORIZES, ANY OTHER PERSON TO ASSUME FOR CONTRACTOR, ANY OTHER LIABILITY IN CONNECTION WITH THE CONSTRUCTION AND SALE OF PURCHASER'S BOAT. THE FOREGOING WARRANTY SHALL NOT APPLY TO PURCHASER'S BOAT, OR ANY PART THEREOF, WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE. CONTRACTOR MAKES NO WARRANTY WITH RESPECT TO ACCESSORIES, EQUIPMENT OR PARTS INSTALLED BY CONTRACTOR, BUT WHICH HAVE BEEN MANUFACTURED AND SUPPLIED BY THIRD PARTIES.

8. Disputes

The parties shall use good faith efforts to resolve any disputes arising out of this Agreement. In the event of a dispute, any party with a grievance must specify its factual and legal position in a written notice to the other party. Each party shall appoint an individual with authority to bind the respective party to an agreed resolution of the dispute. The designated individuals shall meet in person for up to four (4) hours at Contractor's manufacturing facility in an effort to resolve the dispute. If the dispute cannot be resolved by these direct discussions, the parties shall submit the dispute to mediation before a mutually agreed-upon mediator. The cost of mediation, including the mediator's fees, shall be borne equally by the parties, but each party shall be responsible for their own attorney's fees incurred in connection with the mediation. If mediation fails to resolve the parties' dispute, either party may file suit in Kitsap County Superior Court to resolve the dispute. In the event a lawsuit is filed to resolve any dispute arising out of this Agreement, the substantially prevailing party will be entitled to an award of its reasonable attorney's fees and costs, including fees and costs incurred on appeal.

9. Inspection and Testing

Contractor shall launch and test all equipment on board the boat prior to acceptance. Once Contractor has approved the functionality of the boat, it will schedule an on-water

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acceptance sea trial with the Purchaser. At the end of the sea trials the Purchaser will be asked to sign Contractor's final acceptance form. Included in the deliverables of the boat will be a "boat box" where the purchases will find all information and third-party warranties pertaining to the equipment installed on the boat.

10. Indemnity/Limitation of Liability/Limitation on Damages

- (a) Indemnity. Purchaser hereby agrees to defend, indemnify and hold harmless Contractor and its officers, members, employees and agents from and against any and all claims (i) arising out of acts or omissions of Purchaser in the use, servicing or subsequent sale of the boat purchased hereunder; or (ii) arising out of the alteration or modification of Purchaser's boat by someone other than Contractor.
- (b) Limitation of Liability and Damages. IN NO EVENT SHALL THE PURCHASER FOR IN NO EVENT SHALL CONTRACTOR BE LIABLE TO ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE BOAT SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT OR STRICT LIABILITY.

11. Purchase- Furnished Equipment

If the Purchaser supplies any parts relating to or incorporated into the construction of the boat, they must be supplied before the hull plates are laid on the jig. Failure to supply the parts before the hull plates are laid on the jig may constitute a change that requires a change order to adjust the agreed-upon price due to delays or schedule changes.

12. Assignment of Agreement

The parties agree that this Agreement is not transferable by either party without written consent of the other party to this Agreement. Any purported assignment without such consent shall be null and void. Once the vessel has been accepted by the client, and full payment has been made to the contractor the client will be in full ownership of the vessel and rights of its future sale.

13. Entire Agreement

This Agreement, Exhibit A hereto, constitute the entire agreement of the parties with respect to the subject matter and supersede any prior agreement or communications between the parties hereto, whether written or oral. This Agreement may be modified only by a written amendment or change order signed by authorized representatives of each party. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to

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enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

14. Binding Effect

This Agreement shall be binding upon the heirs, successors, assigns, agents, officials, members, employees, independent contractors, and subcontractors of the parties.

15. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposed and intent of this agreement.

16. Reference

Captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

17. Interpretation

All terms and conditions contained herein shall be interpreted in accordance with the laws of Washington State. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent lower standard.

18. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

19. Other Laws & Regulations

Contractor and purchaser will comply with all applicable federal, state, and local standards, regulations, laws, statutes, and ordinances. Contractor and purchaser will take all reasonably necessary, proper or required safety, preventative, and remedial measures to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, ordinances, or any permits or conditions issued thereunder.

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20. Notices

Unless otherwise agreed to by the Parties, all notices shall be deemed effective when received and made in writing by either (i) email, with confirmation of receipt to be provided by the recipient; (ii) certified mail, return receipt requested, (iii) overnight mail, or (iv) fax with confirmation, addressed to the party to be notified at the following address or to such other address as such party shall specify by like notice hereunder:

Company:
Inventech Marine Solutions, LLC
5626 Imperial Way SW,
Bremerton, WA 98312
Attn: Jenson Charnell
Phone: 360-674-7019
Email: Jenson@inventechMarine.com

Purchaser:
City of Mercer Island
9611 SE 36th Street
Mercer Island WA. 98040
Attn: Jessi Bon – City Manager
Phone:

Either party, by written notice to the other pursuant to this section, may change its address or designees for receiving such notices.

This Agreement is made and entered into as of the day and date first specified above.

Purchaser Signature: _____
Name: _____ Title: _____ Date: _____

Contractor: INVENTECH MARINE SOLUTIONS, LLC

Signature: _____

Name: _____ Title: _____ Date: _____

Customer Profile Information (Please fill out with contract)

- Name(s) as you want to appear on all legal documents

- Address to send paperwork and billings to

- Address to ship boat to (if different)

Initials: _____ Date: _____ Initials: _____ Date: _____

- Email Address on File

- Phone Number on File

Initials:_____Date:_____Initials:_____Date: