

BRINDLEE



MOUNTAIN

FIRE APPARATUS

Sales Agreement

Brindlee Mountain Fire Apparatus ("Seller") hereby agrees to sell one 2007 Deep South/ Kenworth Commercial Pumper/ Tanker (Apparatus) to City of Republic, Missouri Fire Department ("Buyer") for the sum of Two-Hundred Two Thousand Dollars and Zero Cents (\$202,000.00) ("Sales Price"), and Buyer agrees to purchase the Apparatus, both parties to acknowledge and comply with the terms of such transaction as detailed herein below.

Apparatus: 2007 Deep South/ Kenworth Pumper/ Tanker, Stock #16114
VIN: 2NKMHZ8X87M138803

Buyer: City of Republic Fire Department, 213 N. Main Ave., Republic, MO 65738

Seller: Brindlee Mountain Fire Apparatus, 15410 Highway 231, Union Grove, AL 35175

Terms and Conditions of Sale:

1. **Services Included:** Seller shall complete all items listed on the attached Addendum.
2. **Warranty:** Apparatus is covered by a limited one (1) year warranty, commencing on the date of delivery of Apparatus to Buyer ("Warranty"). Warranty shall cover any and all repairs to the engine, transmission, pump, electrical system, axles, driveline and body structure, and tank components (together, "Apparatus Component[s]"), due to workmanship or mechanical defects or catastrophic failure, up to a total of Twelve Thousand Dollars and Zero Cents (\$12,000), unless such failure of the Apparatus Component[s] is due to operator error, equipment misuse, or sub-standard maintenance. All Warranty repairs will be made at a local repair facility to be mutually agreed upon by Buyer and Seller. Apparatus must be maintained to manufacturer's recommended standards, otherwise, the Warranty shall be void.
3. **Buyer Inspection, Payment, Transfer of Title:**
 - a. Buyer reserves the right to inspect the Apparatus at the Seller location before delivery is made, at Buyer's expense.
 - b. Buyer shall remit a 25% down payment of the Sales Price ("Down Payment") upon execution of this Sales Agreement and provision of invoice for the same from Seller.
 - c. Seller shall provide Buyer with an invoice for the remaining balance owed on the Sales Price upon delivery of Apparatus to Buyer.
 - d. Seller shall provide title to the Apparatus, free of lien(s) or other encumbrance(s) or claim(s), to Buyer within five (5) days of Buyer's remittance of final payment on the Sales Price. The title may be sent via United States mail, return receipt

requested, to the attention of Laura Burbridge, City Clerk, City of Republic, at 213 N. Main Avenue, Republic, Missouri 65738. Buyer must sign upon delivery of the Apparatus title in order for such delivery to be considered valid and complete.

- e. Buyer shall remit payment of the Sales Price in full to Seller within ten (10) business days after delivery of Apparatus to Buyer.
- f. If, following delivery of Apparatus to Buyer, Buyer discovers that Seller has failed to properly or otherwise adequately complete any items listed on the Addendum as required herein, or that Apparatus has sustained damage in freight, Seller shall be responsible for making any repairs necessary to properly complete the item(s) omitted or correct the damage(s) sustained, at Seller's cost. In such event, Seller has the right to send technicians from Seller's location, or, alternatively, to contract with a service provider in the geographical area local to Buyer.

4. FOB Seller-Destination, Freight Prepaid, Delivery Deadline:

- a. Seller is responsible for delivery of Apparatus to Buyer at 701 U.S. Hwy 60 East Republic, Missouri 65738, at Seller's cost, until such time Seller shall be liable for any damage to or caused by Apparatus.
- b. Buyer shall assume ownership of and responsibility for Apparatus upon delivery of Apparatus to Buyer's possession at the address noted above, or other location mutually agreed upon by the parties.
- c. Seller shall make reasonable efforts to deliver the Apparatus to Buyer by December 31, 2022; however, the parties mutually recognize there is a potential for supply chain challenges, and thus, Seller shall have until March 31, 2023 to complete delivery of Apparatus to Buyer, after which time Buyer has the right to void this Sales Agreement and to recover all monies it has remitted to Seller under this Sales Agreement.
- d. In the event Seller fails to make delivery during by March 31, 2023, Seller shall refund the Down Payment, and any other monies Buyer has remitted to Seller under this Sales Agreement, to Buyer by no later than April 10, 2023.
- e. If Seller fails to refund the Down Payment and any other monies Buyer has remitted to Seller under this Sales Agreement by April 10, 2023, Buyer has the right to take appropriate legal action against Seller to collect its monies and recover any other damages or losses it has incurred, as permitted by law.

- 5. Jurisdiction, Venue and Dispute Costs/Attorney Fees:** This Sales Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri. By executing this Sales Agreement, the parties mutually acknowledge that proper venue for any and all disputes arising under this Sales Agreement or a breach thereof shall be in the Circuit Court of Greene County, Missouri. In the event Buyer has to take any legal action to enforce its rights under this Sales Agreement, Seller shall be liable to Buyer for all costs, including reasonable attorneys' fees, incurred in connection with the enforcement of its rights under this Sales Agreement.

[The remainder of this page is intentionally left blank. Signatures follow on next page]

Brindlee Mountain Fire Apparatus, Seller

By: _____

Printed Name

Title

Date: _____

The City of Republic, MO, Buyer

By: _____
David Cameron, City Administrator

Approved as to Finance/Budget:

Meghin Cook, Finance Director

Approved as to Form:

Megan McCullough, City Attorney