



## PURCHASE AGREEMENT

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRES	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
City of Toppenish WA Refuse Truck	01-24-2025	02-26-2025	03-31-2025	Toppenish, WA	Due on Receipt

### CUSTOMER INFORMATION:

Salesperson: Jim Brennan  
 Customer: City of Toppenish Contact: Shaun Burgess  
 Address: 408 Washington Avenue, Toppenish, WA 98948  
 Phone: (509)854-4506 Cell Phone: (509)314-1842 Email Address: shaun.burgess@cityoftoppenish.us

### EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00002093	2024	Heil	DuraPack Python
INV-00002094	2025	Mack	LR

### SPECS

Specs	
	<p>DP PYTHON 28 Cubic Yard            Unit Options            9' Automated Arm            TriCuff Grabber - handles a variety of 30 to 110 gallon square, rectangular and round semi-automated and automated carts            Grabber Interlock Kit - prevents lift raise with grabbers in open position and grabbers opening in the lift raised position            Clutch Shift PTO (Formerly Referred to as Hot Shift PTO)            * Must select one of the following pumps below.            Hopper Work Light Kit - LED - One light - Mounted in the Hopper            Integrated Grabber Work Light Kit mounted on the side of the hopper (This option is included in the Upgraded Base 3rd Eye Dual Camera system)            Body Side Backing Assist Lights mounted front body bolster - reverse activated            Multi-Function LED Strobe / Turn Lamps            Base 3rd Eye® Single Camera System with 7" STD. monitor and Single Camera            Mounted on Tailgate            Add on 3rd Eye® Camera (LH Cab) - Camera System Price Adder (Only available if base camera is selected)            Add on 3rd Eye® Camera (Hopper)            Add on 3rd Eye® Camera (Grabber)            Hopper Hood            20 lb. Fire Extinguisher with Bracket            Broom and Shovel Kit - Mounted Underbody - Includes Broom and Shovel            Fender Extension Kit            Sump Chutes</p> <p>Sourcewell Contract #110223-THC</p>

**Trade In Information**

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details
\$0.00	

**TERMS OF SALE:**

<b>Purchase Price Each:</b>		<b>\$409,000.00</b>
<b>Purchase Quantity:</b>		<b>1</b>
<b>Total:</b>		<b>\$409,000.00</b>
<b>Add Ons Total:</b>		<b>\$0.00</b>
<b>Less Trade in value(s):</b>		
<b>Sales Tax: Applicable sales taxes will be applied to final invoice.</b>		<b>TBD</b>
<b>Federal Excise Tax: 12%</b>	<b>each</b>	
<b>Federal Excise Tax Total:</b>		<b>\$0.00</b>
<b>Title, Registration, and Dealer Fees:</b>	<b>total</b>	<b>\$0.00</b>
<b>Freight Each:</b>		
<b>Total Freight:</b>		<b>\$0.00</b>
<b>Total Amount Due:</b>	<b>**If a deposit is required, a deposit invoice will follow. **</b>	<b>\$409,000.00</b>

**TERMS AND CONDITIONS:**

**1. Customer's responsibilities.** Customer agrees to pay Enviro-Clean Equipment (ECE) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although ECE 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 ECE. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

**2. Deposit.** Should ECE fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against ECE 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, ECE may elect to retain the deposit, and sue for any actual damages incurred by ECE 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. **ECE 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 ECE, unless made or assumed in writing by ECE.

**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 ECE 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 ECE 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 ECE receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless ECE 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 ECE, 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 ECE for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. ECE 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 Multnomah County, Oregon, and this agreement shall be construed under the laws of the State of OR. 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 ECE 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:**

Signature

Print Name

Title

Customer PO Number

Date

**ECE Representative**

Tiffany Fleury

tfleury@envirocleanequip.com

Signature

Print Name

Title

Date

Contact Email

Contact Cell

Enviro-Clean Equipment  
2395 NW Eleven Mile Ave.  
Gresham, OR. 97030