

ZIEGLER CAT**ZIEGLER RENTAL
NEW PRODUCT
PURCHASE AGREEMENT**Account No: 8086300
Purchaser: City of Shakopee
Address: 400 Germania St.
City, State, Zip Code: Shakopee MN 55379Date: 12-7-17

Ship To: _____

Shipment to be made on or about: _____ Via: _____ F.O.B.— City and Zip: _____

QUANTITY	DESCRIPTION OF PRODUCTS	PRICE
1	Cat 287DW Track machine S/N# HMT 00995 ID# S18701 Cab, heat AC, Air sus seat, electric work tool, Hyd-Coupler HighFlow Dual Self-level, Poly Door, Blue tooth Radio, Advance display w- Backup Camera, HD-Battery 84" Cap Bolt-on cutting edge Blt.	\$

TRADE ALLOWANCE \$ _____ Less Balance Owning on Trade-in \$ _____

TRADE MAKE, MODEL & S/N

TERMS: 3800.00 4 year @ 250 hours Sales Tax Exempt (circle) Yes No
per year 20.00 an hr over (Certificate must accompany)
250 hrs.
Subject to state bidTotal Selling Price \$ 67890.00 ✓
Net Allowance \$ 63040.00
Sub Total \$ 4850.00
Applicable Sales Tax \$ _____
TOTAL \$ _____
Less Cash with Order \$ _____
BALANCE DUE \$ _____**EXCLUSION OF PRODUCT WARRANTIES**

1. EXCLUSION OF WARRANTIES ZIEGLER RENTAL as Seller, and the above Purchaser agree that any IMPLIED WARRANTIES OF MERCHANTABILITY or IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties attached hereto, are EXCLUDED from this transaction by ZIEGLER RENTAL and shall not apply to the products sold.

2. Purchaser further agrees that his SOLE AND EXCLUSIVE remedy, if any, against ZIEGLER RENTAL shall be as contained in any express written warranty applicable hereto. Purchaser acknowledges that he has received, read, understands and accepts the terms contained therein. The Purchaser agrees that no other remedy (including but not limited to claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER or INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to Purchaser, whether said claims for injury or damages be asserted on the basis of warranty, negligence, strict liability or otherwise.

All new products are sold subject to the terms of the applicable manufacturer's warranty. Copies of the Warranty applicable to the purchase are attached hereto and the Purchaser by signing this order acknowledges receipt of said warranty.

BILL OF SALE ON TRADED PRODUCT(S)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for valuable consideration does hereby assign, grant, sell, transfer, and deliver unto ZIEGLER RENTAL the following Product(s):

Cat 287DW HMT 00907 NA
Make Model Serial Number Make Model Serial Number

To have and to hold all and singular the said Product(s) to ZIEGLER RENTAL, its successors and assigns. The undersigned covenants with ZIEGLER RENTAL that undersigned is the lawful owner of said Product(s); that undersigned has a good right to sell the same; that undersigned will warrant and defend

same against the lawful claims and demands of all persons; that said Product(s) are free from all encumbrances except \$ _____
payable to _____ Address _____ Signature _____ Date _____

This Bill of Sale on traded Products shall be effective as of the time of delivery to Purchaser of the Products purchased by Purchaser hereunder, or at such earlier time as Seller may assume physical possession of the Traded Products.

Salesman's Signature _____

This offer to purchaser is subject to availability of the Products described and does not become a binding contract for the purchase of the Products until accepted by ZIEGLER RENTAL.

ACCEPTED: ZIEGLER RENTAL

By: _____ (Title)
Date: _____**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM.**

Purchaser: _____

By: _____ (Title)

Date: _____