



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

www.customfire.com

MOTOR VEHICLE PURCHASE CONTRACT

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, Sourcewell-MN Contract #113021-CSM and: The SHAKOPEE FIRE DEPARTMENT of Shakopee, Minnesota Party of the Second Part, Sourcewell Member #17959, hereinafter called the BUYER.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, the apparatus and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract. As per Specifications provided which includes ***"One (1) Sourcewell DTCO Commercial 2-Door Tender to include published and unpublished options as specified."***

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, the Sum of:
SIX HUNDRED EIGHTEEN THOUSAND ONE HUNDRED SIXTY-EIGHT and 54/100 DOLLARS, (\$618,168.54). *NOTE: This price is per Sourcewell contract pricing and inclusive of the \$2,000 purchase fees.*

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to parts availability or vendor relationships that impact the cost to manufacture the truck may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Party of the First Part and Purchaser.

TERMS OF PAYMENT: A Progress Payment in the amount of **\$139,883.00** is due upon chassis completion. Net due is to be paid in full on the day of delivery.

Buyer may pre-pay any undue portion of the contract amount within 10 days of Contract execution and receive 4% flat interest on the prepaid amount as credit on the final invoice.

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the day of delivery. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: Is to be made to; The SHAKOPEE FIRE DEPARTMENT HEADQUARTERS in approximately 360 Working Days following receipt of the chassis and approval of this Contract duly executed, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing, and providing the delivery of the truck chassis has been made to our factory in Osceola, Wisconsin.

LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon arrival of delivery engineer with the apparatus, or upon delivery and acceptance of the same at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to hold both parties harmless and free from any loss.

WITNESS our hands and official seal this (____) day of _____.

CUSTOM FIRE APPARATUS, INC.

(Party of the Second Part)

By: _____
James M. Kirvida
President of Custom Fire Apparatus, Inc.

