



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

[www.customfire.com](http://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 CITY OF SHAKOPEE of Shakopee, Minnesota, Party of the Second Part, hereinafter called the BUYER, Sourcewell MN Member account #17959.

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 Proposal Specifications 10487-0002 submitted July 29, 2024.

***Two (2) Sourcewell MPCU***  
*(Midship Custom Pumpers Unlimited)*



The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, sum of: **USD \$2,340,774.86** ***NOTE: This price is per CustomFIRE's Sourcewell-MN Contract #113021-CSM and includes program fees.***

***Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include chassis manufacturer, and powertrain (engine & transmission).***

**TERMS OF PAYMENT:** A Progress Payment in the amount of **\$596,024.00** is due upon shipment of each chassis to our factory in Osceola, Wisconsin.

Balance of payment is due on day of each Pumper acceptance.

For Prepayments made within 10 days of contract, CUSTOM FIRE APPARATUS, INC. will deduct an amount equal to a flat 4% of the Prepayment made, as credit on the amount of the final invoice. Amount prepaid will be applied to the Chassis Progress Payments when they become due, if the amount prepaid is greater than the chassis progress payments, the remainder of the prepayment plus the 4% will be applied against the final invoice.



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**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 PERSONNEL at the Osceola, Wisconsin factory in 450 Working Days or sooner following receipt 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 6 months prior.

**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 delivery and acceptance of the apparatus 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 August 2024

**CUSTOM FIRE APPARATUS, INC.**  
(Party of the First Part)

By: \_\_\_\_\_

  
JAMES M. KIRVIDA  
PRESIDENT OF THE CORPORATION

**CITY OF SHAKOPEE / SHAKOPEE FIRE  
DEPARTMENT**  
(Party of the Second Part)

By: \_\_\_\_\_