Apparatus Contract

AGREEMENT- Made this _____ day of _____ **2019** between **Fire Master Fire Equipment, Inc.** (hereafter known as "Fire Master") and the **City of Joplin** (Hereafter known as "BUYER") utilizing the Houston-Galveston Area Council (HGAC) Contract in accordance with the conditions written below and the specifications and addendum(s) attached, including specifically Fire Master Fire Equipment's bid proposal package, which are made part of this Contract. This agreement does not become binding until it is agreed to and accepted in writing and is properly signed by an officer of Fire Master Fire Equipment, Inc.

TERMS OF PAYMENT- The Buyer agrees to purchase **One (1) Ferrara HD Rescue on a Ketworth T370 Two-Door Chassis** for the total sum of **Three Hundred Eighty-Five Thousand Twenty-Eight Dollars and 00/100 ($385,028.00)**, excluding any taxes, to be paid in full, **UPON DELIVERY AND ACCEPTANCE OF THE APPARATUS.** The vehicle(s) shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which are prevailing at the time of delivery.

Payment shall be made directly to **Fire Master Fire Equipment, Inc.** Payment shall be made in United States Currency. No checks or any other form of payment shall be made to any sales representatives, dealer, agents, etc.

DELIVERY- Delivery shall be F.O.B **Joplin, MO** within **210** calendar days after receipt of the approved signed off pre-construction changes. Fire Master shall not be held liable for damages for failure to make deliveries as a result of fire, flood, riots, strikes, chassis shortages, or delays caused by its suppliers, any act of God or any other circumstances beyond Fire Master's control.

INSPECTION- The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice of any defects with Thirty (30) days. The vehicle(s) shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Thirty (30) day period.

WARRANTY- Each vehicle manufactured by Ferrara Fire Apparatus, Inc. shall be warranted according to the provisions contained in the Ferrara Fire Apparatus, Inc. Warranty Certificate enclosed with the bid proposal package.

ASSIGNMENT- The rights and obligations of the BUYER under this Agreement shall not be assigned or transferred without the prior written consent of Fire Master.

AMENDMENT (S) - No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless produced in writing and properly executed by a duly authorized officer of Fire Master and a representative of the BUYER.

NOTICES- All notices under this Agreement must be certified mail, return receipt requested.

GOVERNING LAW- This Agreement shall be governed by the laws of the State of Missouri and venue shall exclusively lie in Jasper County, Missouri.

AGREED this _____ day of _____, 2019.

CITY OF JOPLIN

Buyer: _____
(Authorized Signature for Buyer)

Printed: _____

Title: _____

Name, Address, & Phone Number of Fire Department:

City of Joplin
602 S. Main Street
Joplin, MO 64801

Fire Master Fire Equipment, Inc.

Signed: _____
(Christopher B. Thompson, Territory Manager)

Signed: _____ SEAL:
(Randy Shelton, President)