



## NEW APPARATUS SALES AGREEMENT

January 10, 2020

City of Joplin  
602 South Main Street  
Joplin, Missouri, 64801

This apparatus sales agreement is made by and between Jon's Mid America Fire Apparatus Inc. (Company) and the City of Joplin, MO (Buyer).

The Company agrees to sell and the Buyer agrees to purchase one (1) new and unused 2020 model year E-One Typhoon HP75 rear-mount aerial (per attached specification (100715 V91), delivery to the City of Joplin, MO and all specified trips, manuals and warranties in accordance with terms and conditions incorporated and set forth herein.

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### 1.) Delivery – Approximately 395-420 Calendar Days

The Apparatus shall be prepared and available for inspection at Rogersville, MO in an "In Service" condition in approximately 395-420 calendar days from day of contract signing. Subject to supplier variances, acts of God, and based on current backlog status.

### 2.) Price/Payment

The Buyer agrees to one (1) new and unused 2020 model year E-One Typhoon HP75 rear-mount aerial per the attached 100715-V91 specification at **\$908,588.00 each (nine hundred eight thousand five hundred eighty eight dollars and no cents)** each. This price is good until end of business on February 7, 2020. Buyer may choose to exercise the **pre-payment discount of \$29,600.00** for a discounted purchase price of \$878,988.00.

Additionally, the Company is offering the City of Joplin a **\$25,000.00 trade-in allowance** on the existing aerial VIN 44KFT42831WZ19351 as appraised by Jon's Mid America. The Company will take immediate possession of the City of Joplins's existing aerial.

Pre-payment amount, should Buyer decide to make a pre-payment, is due at time of contract signing. Discount price includes a 100% performance bond provided by E-One.

Buyer\_\_\_\_\_

Seller\_\_\_\_\_

**3.) Contingencies**

The Company will have no liability to the Buyer for any delays, failure to make delivery or other default due to strikes, labor unrest, war, riot, federal, state, or local government action, accidents, fire, flood or other disasters or acts of God or breakdown of machinery, lack of or inability to obtain materials, parts, supplies or any other causes of circumstances beyond reasonable control of the Company which prevent or hinder the Company’s manufactures and or delivery of the specified apparatus.

**4.) Disclaimer of consequential damages**

Company expressly disclaims any liability for consequential or incidental damages which may be sustained by either party, including but not limited to those arising for the use, maintenance or repair of the apparatus, whether under theories of breach of express or implied warranty, negligence strict liability or otherwise. This applies to trade in units as well as purchased unit.

**5.) Cancellations**

This contract is subject to cancellation by the Buyer only upon payment to the Company of reasonable cancellation charges which take into account expenses already incurred and commitments made by the Company and the Company’s anticipated profits.

**6.) Warranty**

The entire apparatus described in this agreement shall be covered by a one year manufacturer’s warranty administered by Jon’s Mid America Fire Apparatus Inc. All other applicable warranties are described in attached specifications. All warranty requests must be approved and completed by Jon’s Mid America (in Rogersville, Missouri) or an authorized facility as designated by the Company.

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In witness whereof, the Buyer and the Company have caused this contract to be executed by their duly appointed representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Buyer:** City of Joplin  
602 South Main Street  
Joplin, Missouri, 64801

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Company:** Mid America Fire Apparatus Inc.  
7037 E. US Highway 60  
Rogersville, MO 65742

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_  
Mid America Fire Apparatus Inc.