



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

October 25th, 2019

Cottage Grove Volunteer Fire Department
4030 County Highway N
Cottage Grove, WI 53527

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: _____ (“Customer”) and an officer of Midwest Fire Equipment & Repair Co. (“Midwest Fire”) the following apparatus and equipment:

400 Gallon Flatbed Brush Truck on a Lifted 2020 Ford F550 Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 90 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus	
Apparatus Proposal Price	\$ 101,335
Chassis Proposal Price	\$ 43,955
Apparatus & Chassis Proposal Price	\$ 145,290
Total Proposal Price:	
	\$ 145,290.00

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Customer shall be responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:

A deposit in the amount of: \$4,400.00 (10% of the value of the Chassis) shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

The balance of the value of the chassis: \$39,555.00 shall be paid within 10 business days of Midwest Fire receiving formal notification that chassis is complete from the OEM.

Customer shall be responsible for paying the net cash balance upon acceptance of apparatus.

The amounts in this proposal shall remain firm for a period of 30 days from date of same. Proceeding contract deadline date, all pricing and terms are subject to change upon review.

Change Orders:

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the freeze date has been communicated by Midwest Fire to the Customer, any change will be subject to a minimum change order fee of \$150 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee, and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

Respectfully submitted,

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

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NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

- 1) at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.**
- 2) you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.**

I hereby acknowledge that I have received & fully understand the above information.

Purchaser

Date

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