



CUSTOMIZING QUALITY SOLUTIONS AND RELIABLE SERVICE FOR YOUR FIRE AND SAFETY NEEDS

## PURCHASE AGREEMENT FOR FIRE APPARATUS

This Agreement is hereby entered into by and between Cascade and Safety, Inc., located 123 South Front Street, Yakima, WA. 98901 ("Company") and City of Vancouver, Vancouver, WA ("Buyer") (hereinafter the "Parties"). For reference Fouts Bros is the apparatus builder.

1. **APPARATUS.** The Company agrees to sell, and the Buyer agrees to purchase Two (2), Fouts Bros, Inc. Squad/Rescues built on a Ford F-550 chassis (collectively hereinafter referred to as "Apparatus") described in the Company's quoted proposal and other supporting documents, which are attached hereto and hereby incorporated herein, all in accordance with the terms and conditions of this Agreement.
2. **PURCHASE PRICE.** Buyer agrees to pay a Purchase Price of ***One Hundred Seventy-Three Thousand Four Hundred Ninety-Three Dollars and No/100 (\$173,493.00)*** for one (1) completed Squad/Rescue per Buyer's Specifications and Cascade Fire & Safety's proposal specifications attached as part of this contract. Total for two (2) units per specifications is ***Three Hundred Forty-Six Thousand Nine Hundred Eighty-Six Dollars and No/100 (\$346,986.00)***. **The total above does not include tax.** Applicable Washington State Sales Tax will be included on the invoice for the Apparatus.
3. **COMPLETION & DELIVERY.** The unit will be delivered, and ready for final inspection, to Cascade Fire & Safety's facility in Yakima, WA within 320 calendar days after receipt of a signed contract. The pre-construction conference shall take place at the Departments main station, within 30-45 calendar days of receipt of a signed order. After a video/picture final inspection, the completed unit will be driven to Cascade Fire & Safety in Yakima, WA. The department will participate in a hands-on final inspection as Cascade Fire & Safety's facility in Yakima, WA.
4. **WARRANTIES:**
  - New Item(s) of Apparatus: The Company warrants each new item of Apparatus manufactured by it against defects in material and workmanship occurring within a period of one (1) year from the date of delivery to the original user/purchaser. The warranty provided herein is more particularly described in the Company's preprinted Statement of Warranty which is attached to this Agreement. In the event of any conflict between the Statement of Warranty and this Agreement, the Statement of Warranty shall govern. By Buyer's signature below, Buyer hereby acknowledges receipt of the Company's preprinted Statement of Warranty.
  - Item(s) of Apparatus not Manufactured by Company: With respect to any items of Apparatus which are not manufactured by the Company, such items are not warranted by the Company and Company hereby disclaims any and all warranties with respect to such item(s), express or implied, including warranties of merchantability and fitness for a particular purpose that may be attributed to Company under this Agreement or by law.
5. **NOTICE.** The parties to this Agreement designate the individuals executing this Agreement as the respective representative of the parties to this Agreement, for purposes of receiving communications regarding this Agreement.



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6. **ENTIRE AGREEMENT.** This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the Parties hereto.
7. **BINDING EFFECT.** This Agreement shall be binding upon and shall insure to the benefit of the respective heirs, legal representatives, successors, and assigns of the Parties hereto.
8. **GOVERNING LAW.** This Agreement shall be governed by, and the rights and duties of the parties shall be construed and determined in accordance with, the laws of the State of Washington. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered. In the event of litigation, the parties hereby stipulate that the Clark County Superior Court, State of Washington, is the proper venue for such dispute to be resolved.

Manufacturer's Statement of Origin. The Manufacturer's Statement of Origin ("MSO"), title application and all outstanding invoices shall be sent to the buyer in a timely manner after final payment has occurred.

Independent Contractors. It is the intention and understanding of the parties that Company is an independent contractor and that Customer shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Company shall pay all income and other taxes as due. It is recognized that Company may or will be performing work during the term for other parties and that Customer is not the exclusive user of the services that Company provides.

Assignment. Company shall not assign or subcontract any of its obligations under this Agreement without Customer's written consent, which may be granted or withheld in Customer's sole discretion. Any subcontract made by Company shall incorporate by reference all the terms of this Agreement. Customer's consent to any assignment or subcontract shall not release Company from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

9. **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
10. **AUTHORIZATION.** The individual executing this Agreement on behalf of Buyer does hereby affirmatively represent that he/she has full and express authority to execute said Agreement on Buyer's behalf and to bind the Buyer to the same.



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11. **MISCELLANEOUS.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned to a third party, unless consented to in writing by the non-assignor. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
12. **HOLD HARMLESS/INDEMNIFICATION.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for Customer to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Company agrees to pay Buyer's reasonable attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

Company: Cascade Fire Equipment, Inc.

Buyer: City of Vancouver

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Rev.7, 01/19/2021