



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

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 PRINCETON, MN, Party of the Second Part, hereinafter called the BUYER, Sourcewell MN Member account #119918

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 submitted which includes;

“One (1) Sourcewell MPFR Municipal Pumper Full Response.”

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, sum of: **USD \$858,724.82** *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).

BUYER may pre-pay any undue portion of the contract within 10 Calendar Days of execution and receive a flat 4% discount on undue amount paid.

TERMS OF PAYMENT: A Progress Payment in the amount of **\$149,000.00** is due upon shipment of the chassis to the Osceola, Wisconsin factory. Balance of payment is due on day of completed apparatus acceptance.

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 PRINCETON FIRE DEPARTMENT PERSONNEL at the Osceola, Wisconsin factory within 480 Working Days, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing.



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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)

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

By: _____
JAMES M. KIRVIDA
PRESIDENT OF THE CORPORATION

By: _____