



1234 WEST CHARTER WAY, STOCKTON, CA 95206
STOCKTON-2 (209) 462-3660

Sales Quote

Reference T19229

Invoice Amount: **\$37,201.61**

Invoice Date: **01/25/2021 Mon 07:00 AM**

Delivery Date: **01/25/2021 Mon 07:00 AM**

Jobsite: **WILL CALL**

Contact: **CHAD REED**

Phone: **209-610-3726**

1465 S LINCOLN

STOCKTON, CA, 95206



Customer: **000527**

Bill to: **CITY OF STOCKTON
FLEET MAINTENANCE
1465 S LINCOLN
STOCKTON, CA 95206**

Signed By:

Ordered By: **CHAD REED**

Written By: **Nick Owens**

Sales Rep: **NICK OWENS**

PO #: **SOURCEWELL**

QTY	DESCRIPTION	PRICE	EXTENDED
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Sale Items

****NEW****

2021 FELLING FT-70-2 HX TRAILER

48' LONG DECK

1.0 ID:CRSMISC SERIAL:CRS
MISC ID

33,072.92

33,072.92

Miscellaneous Items

1 LIC ELECTRONIC F

30.00 each

30.00

1 LICENSE/REG

42.00 each

42.00

1 PDI CHARGE

900.00 each

900.00

1 DOCUMENT FEE

85.00 each

85.00

State 7.25% County 0.5% City 1.25% Total Tax: 9%

3,071.69

Total:

37,201.61

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

Estimated Total:

37,201.61

Holt of California Employee Signature	Employee Print Name	Customer Print Name	Title
Date Delivered _____	Time _____ AM / PM	Customer Signature _____	
Date Returned _____	Time _____ AM / PM	Received, Holt of California _____	
Date Called Off _____	Time _____ AM / PM	Called Off By _____	

1. PARTIES. This Sale Order/Quotation ("Agreement") is made by and between Holt of California dba The CAT Rental Store as seller ("Holt") and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.

2. SALE OF GOODS. Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement ("Goods"). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer's consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt's place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer's shipper. Customer shall pay for the Goods upon tender of the delivery of the Goods by Holt.

3. INSPECTION. Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer's acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.

4. WAIVER/AMENDMENTS. The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.

5. LIMITATION OF ACTIONS. Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action.

6. ASSIGNMENT. This Agreement may be assigned by Holt to a third party without the prior consent of Customer.

7. ATTORNEY'S FEES. In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.

8. VENUE. Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento, located in Sacramento, California.

9. CALIFORNIA LAW. This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.

10. INDEMNITY. Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO

A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

11. DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. THE GOODS SOLD UNDER THIS AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND HOLT DOES NOT WARRANT THAT THEY ARE OF MERCHANTABILITY QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arriving in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

12. SECURITY INTEREST. Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

13. BILL OF SALE FOR PROPERTY TAKEN IN TRADE. For value received, Customer grants, sells, transfers and delivers to Holt the trade in equipment ("Equipment") described on the Agreement. Customer hereby certifies that the Equipment is owned by Customer, and there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against the Equipment. Customer shall assume all risk of loss and/or damage to the Equipment, beyond normal wear, until it is delivered to Holt, and Holt shall not be obligated to take the Equipment in trade unless and until Holt accepts physical delivery of the Equipment.