



13525 County Road 8, Ft, Lupton, CO 80621
 Phone: 303-301-7550 Fax: 303-288-2847
 Date: 2/2/2024

Purchase Agreement

Customer: Stockton- San Joaquin County Library
Address: 1465 S. Lincoln Street
City/ State: Stockton, CA 95206
Contact: Alanna Bindi
Phone: (209) 774-6179
Email: Alanna.Bindi@stocktonca.gov

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Terra Becker	terra.becker@summitbodyworks.com	TBD	1/3rd due at contract signing, 2/3rd due on chassis arrival to SBW, Final payment due prior to unit departing SBW facility
Price			
	Name	Description	Price (ea)
1	Alice in Wonderland Bookmobile	Bookmobile on 208" WB FCCC MT55 Step-Van, with gas engine and Morgan Olson body built to SBW specifications. Price includes graphics full wrap- roof wrapped to sight line. Design includes- 1 initial proof and 3 revisions.	\$413,055.00
2	Upfit Warranty	Includes a 1-year warranty of the upfit as well as any warranties from component manufactures	Included
3	RADCO inspection	RADCO inspection for State of CA	\$5,500.00
Sub Total:			\$418,555.00

Check Your Options			
Yes	Name	Description	Price
<input type="checkbox"/>	Delivery	From SBW to 1465 S. Lincoln St, Stockton CA (\$3.50/mile for 1200 miles)	\$4,200.00
<input type="checkbox"/>	Training	On site training with travel from CA to CO for up to 4 staff for a maximum of 6 hours	\$5,000.00
<input type="checkbox"/>	PA System	PA system	\$87.77
<input type="checkbox"/>	Applicable Taxes	9% sales tax	\$37,677.85
<input type="checkbox"/>			
Total amount with options will be noted on First invoice			

Estimated Lead Time: Estimated 9-12 Months from contract signing and deposit.

Comments and Notes:

Terms and Conditions
 Valid for 90 days.
 Does not include taxes.
 Payment must be paid in full before taking possession of the unit
 SBW Terms and Conditions of Sale included in bid package.

CUSTOMER ACCEPTANCE - Please indicate your acceptance of this agreement by signing below:

Name: _____ **Signature:** _____
Title: _____ **Date:** _____

TERMS AND CONDITIONS OF SALE

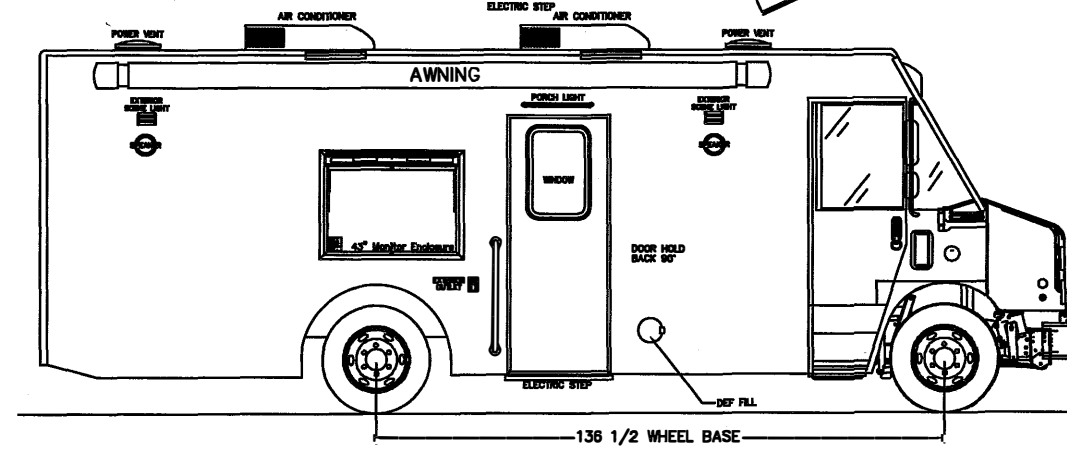
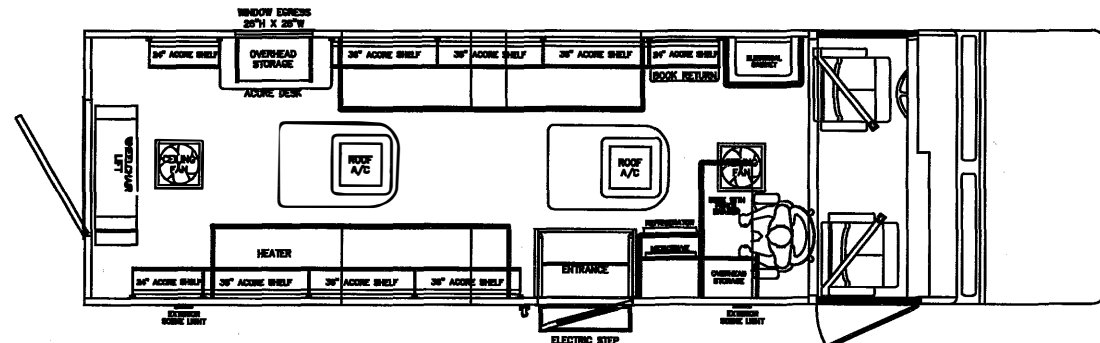
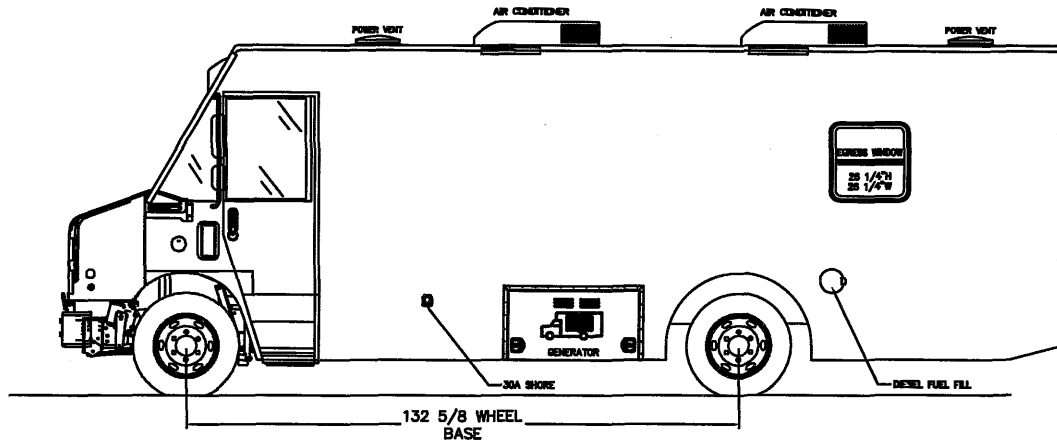
- 1. TERMS OF PAYMENT** The terms, unless otherwise agreed are cash on delivery. Any payment which is not made when due shall bear interest thereafter at the rate of prime plus 4% per annum or the maximum permitted under any applicable state law, whichever is less. If the shipments are delayed by Purchaser, payment shall become due on the date when Seller is prepared to make shipment. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work and deliveries and require such assurances of Purchaser's performance as Seller deems adequate, including full or partial payment in advance or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser or in the event any proceeding is brought against Purchaser, voluntarily or involuntarily; under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. No other payment terms are acceptable unless agreed to in writing by the parties.
- 2. COST INCREASE/CANCELLATION** Due to the long lead time and the specific, custom nature of the truck, vehicle, or equipment (collectively "Vehicle(s)") hereunder, the agreement between Purchaser and Seller may not be revoked or cancelled by Purchaser except as set forth in this Section 2. Purchaser acknowledges that the manufacturers or suppliers of the various components or materials of the Vehicle(s) may increase the price of such components or materials at any time and without notice. Purchaser agrees that in the event any manufacturer or supplier of components or materials increases the cost of any component or material, Seller or Purchaser can cancel this Agreement by providing written notice. If this Agreement is canceled under the terms of this Section 2, Seller will refund Purchaser any amount Purchaser has paid to Seller for the Vehicle(s). Alternatively, Purchaser and Seller may agree to amend this Agreement to increase the cost of the Vehicle(s) to account for any increase in the cost of components or materials. Price adjustments must be solely for the purpose of accommodating an increase in the cost of components or materials and not for Seller's profits.
- 3. SALES AND OTHER TAXES** Seller's prices includes Federal Excise Tax, where applicable, but do not include sales, use or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use or other similar tax applicable to the sale or use of the trucks, vehicles or other equipment purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.
- 4. DELIVERY** All vehicles and equipment furnished hereunder shall be delivered to Purchaser at the factory or other point of shipment. Unless provided to the contrary, deliveries will be made via carriers and routes selected by Seller with freight charges to be assumed by Purchaser. The risk of loss or damage, latent or otherwise, shall pass to Purchaser upon delivery to the carrier. If shipments are delayed by Purchaser, vehicles held for Purchaser shall be at its risk and expense. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to: (1) causes beyond its reasonable control; (2) acts of God, acts of Purchaser, acts of civil or military authorities, priorities, fire, strikes, floods, epidemics, war, riot, delays in transportation; (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
- 5. CREDIT DEDUCTIONS** Purchaser agrees that in making payments to Seller, no deductions of any credits for warranty claims or otherwise shall be made unless Purchaser has received written notice from seller approving such credit.
- 6. TITLE AND REMEDIES** Until full payment of all obligations of Purchaser hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings or makes an assignment for the benefit of creditors or without the consent of Seller voluntarily or involuntarily sell, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser to be immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law. Purchaser shall execute and deliver to Seller such financing statements and other writings as Seller may deem appropriate to evidence, perfect and protects its security interest in the trucks and/or equipment subject to this order and the priority thereof.
- 7. DISPUTES** Any and all disputes and claims of any kind and nature whatsoever arising under this Agreement (including by reference the provisions set forth in the Owner's Warranty Information Book) shall be handled as provided in this Section. This Agreement shall be deemed to have been made in the State of Colorado (without regard to the conflict of law principals of the State), including all matters of construction validity and performance regardless of the location of the truck and/or equipment supplied hereunder. Seller and Purchaser expressly waives any and all right to a jury trial regarding any dispute hereunder. Purchaser hereby irrevocably submits to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Purchaser hereby irrevocably waives, and hereby agrees not to assert by way or motion, defense, or otherwise, any claim that Purchaser is not subject personally to the jurisdiction of such courts, that the truck or other vehicle or equipment to be supplied hereunder or any other property of Purchaser is exempt or immune from attachment or execution, that any action brought under this Agreement is brought in an inconvenient forum, that the venue of action is improper or that this Agreement cannot be enforced by any such courts. Notwithstanding the foregoing, Seller may bring an action in replevin, trespass, detinue, trover or any similar action in any jurisdiction in which the property subject to such action is located.
- 8. GENERAL** Any assignment of this order, or any rights hereunder, by Purchaser without written consent of Seller shall be void. Clerical errors of this order shall be automatically corrected upon giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of Seller. This writing (including by reference the provisions set out in the Owner's Warranty Information Book) shall constitute the entire agreement between Purchaser and Seller and no understanding or obligations not herein or in the Owner's Warranty Information Book expressly set forth are binding upon Purchaser and Seller. Purchaser's order is subject to acceptance by an authorized officer of Summit Bodyworks.

PRELIMINARY DRAWING

THIS DRAWING IS FOR QUOTING AND DESIGN REVIEW PURPOSES. ONCE SIGNED, IT WILL BECOME THE GOVERNING DRAWING AND SUBMITTED FOR PRODUCTION RELEASE AT SUMMIT BODYWORKS. SIGNATURE CERTIFIES THAT THESE SPECIFICATIONS ARE CONSISTENT WITH CUSTOMER REQUIREMENTS.

PRINTED NAME: _____

APPROVED BY: _____ DATE: _____



THIS DOCUMENT CONTAINS PROPRIETARY DATA OF SUMMIT BODYWORKS AND SHALL NOT BE USED FOR PURPOSES OTHER THAN THOSE AGREED UPON BETWEEN SUMMIT BODYWORKS AND ITS CUSTOMER AND THE INTENDED PROJECT THAT IT IS SUBMITTED FOR.

PROJECT: FT. LY-65 STEP VAN MORGAN-OLSON	DATE: 22 DEC 2023	REV: 4-8
		OUTREACH REAR INTERIOR/EXTERIOR VIEW
19686 COUNTY ROAD 8 FT. LUPTON, CO 80621		38 PRELIM