



5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
City of Ocala 34yd Bread Box	07-17-2025	08-22-2025	10-10-2025	N/A	Net 30

CUSTOMER INFORMATION:

Salesperson. Bill Yoder
 Customer: City of Ocala Contact: Darren Park
 Address: 1805 NE 30th Avenue #300, Ocala, FL 34470
 Phone: (352)629-2489 Cell Phone: Email Address: dpark@ocalafl.gov

EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00003268	2025	Marathon	RJ 250SC

SPECS

RJ 250 SC 34YD
 3 PHASE 208/230/460 TRI VOLT
 MULTI CYCLE TIMER - 3 CYCLES
 CONTROLS ON POWER PACK
 PRESSURE GAUGE ON PANEL FACE
 15' GUIDES AND STOPS
 LEFT SIDE FEED DOGHOUSE WITH COUNTER FOR SECURITY DOOR
 ESTOP ON 30' SEALTITE
 RIGHT SIDE ACCESS DOOR
 Sourcewell Contract 040621-MEC

TERMS OF SALE:

Purchase Price	\$42,724.25
Sales Tax: Applicable sales taxes will be applied to final invoice.	TBD
Freight	\$2,500.00
Installation Total	\$6,500.00
Total Amount Due:	\$51,724.25

**If a deposit is required, a deposit invoice will follow. **

TERMS AND CONDITIONS:

1. **Customer's responsibilities.** Customer agrees to pay Tampa Crane & Body (Tampa Crane) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although Tampa Crane has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Tampa Crane. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum). **TC&B acknowledges that Customer is exempt from all federal excise and state sales taxes (Florida Certification of Exemption 85-8012621655C-9).**

2. Deposit. Should Tampa Crane fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against Tampa Crane shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Tampa Crane may elect to retain the deposit, and sue for any actual damages incurred by Tampa Crane for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. Tampa Crane SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. No other person is authorized to make any representations or warranties on behalf of Tampa Crane, unless made or assumed in writing by Tampa Crane.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Tampa Crane for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Tampa Crane receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Tampa Crane receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Tampa Crane and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Tampa Crane, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Tampa Crane for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Tampa Crane is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough Marion County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Tampa Crane is required to employ an attorney to enforce any of the terms of this agreement, ~~Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings;~~ the successful or prevailing party shall be entitled to recover reasonable attorney's fees and costs reasonably incurred, even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings).

*Tampa Crane acknowledges that Customer's obligation to indemnify under these Terms and Conditions shall not constitute a waiver of sovereign immunity by Customer beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Customer to indemnify Tampa Crane for Tampa Crane's negligent, willful, or intentional acts or omissions.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

Tampa Crane REPRESENTATIVE:

Signature
Print Name
Customer PO Number
Date

Signature
Print Name
Date
Contact Email
Contact Cell

Approved as to form and legality:

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