



CONTRACT

THIS AGREEMENT, made by and between Pierce Manufacturing Inc., Appleton, WI, first party, and the **Foothills Fire Protection District** by its authorized representative, second party
WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Pierce Proposal, the Pierce Proposal will prevail. The standard Pierce Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

Fourth. The said apparatus and equipment shall be ready for delivery **NO LATER THEN December 2008** after the receipt and acceptance of this contract. The first party shall not be deemed in default for any causes beyond its reasonable control and not occasioned by its negligence, including, but not limited to, civil wars, insurrections, strikes, riots, acts of terrorism, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, or failure of vendors to perform their contractual obligations. The said apparatus and equipment shall be delivered to said party of the second part at **Golden, Colorado**.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of **Four hundred and two thousand, eight hundred and twenty-eight Dollars (\$402,828)**

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

The following discounts are offered:

1) If the chassis is paid for three (3) months prior to delivery, \$5,809.00 will be deducted from the final invoice.

2) If the unit is paid for upon final inspection at the factory and driven home by members of the Foothills FPD, \$3,000.00 will be deducted from the final invoice.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the first party at its principal office at Appleton, Wisconsin. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with contract specifications.

Eighth. It is agreed that the Manufacturer's Statement of Origin ("MSO") for the apparatus and equipment covered by this contract shall remain in the possession of the first party until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then the MSO for each piece shall remain in the possession of the first party until the above listed price for such piece has been paid in full, and, in case of any default in payment, the first party may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

Ninth. This contract to be binding must be signed and approved by an officer of Pierce Manufacturing Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed, and attested by its authorized representatives on this 6th day of May, 2008.

PIERCE MANUFACTURING INC.

By _____

Date of Acceptance _____

CUSTOMER

By _____ (Seal)

Foothills Fire Protection District