



To: Foothills Fire Protection District
67 Lookout Mountain Road
Golden, Colorado 80401

Date: February 12, 2010

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by Foothills Fire Protection District hereinafter called the BUYER and an officer of Rosenbauer/Central States Fire Apparatus, a division of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Rosenbauer/Central States Pumper on an HME SFO-SMFD 4X4 chassis **\$318,752.00**

THREE HUNDRED EIGHTEEN THOUSAND, SEVEN HUNDRED FIFTY TWO DOLLARS

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

Delivery: The estimated delivery time for the completed apparatus, is to be made 295 days after receipt of and approval of this contract duly executed, (chassis must arrive within 120 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

Payment Terms: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

* Note: If chassis is paid for upon arrival at plant in Lyons, SD, (\$163,094.00) **DEDUCT** \$6,440.00

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

FOOTHILLS FIRE PROTECTION DISTRICT

DEALER Max Fire Apparatus, Inc.

We accept the above Proposal and enter into contract with signature below.

_____ Title _____

_____ Date

_____ Title _____

_____ Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

ROSENBAUER/CENTRAL STATES FIRE APPARATUS, LLC

_____ Title _____ Date _____

Central Division

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