

BRINDLEE MOUNTAIN

F I R E A P P A R A T U S , L L C

15410 Highway 231, Union Grove, AL 35175
Phone: 256-776-7786 / Fax: 256-498-0924

Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2016 International 4400 Walk-in Rescue (Apparatus) to Indian River County, FL (Buyer) for the sum of \$215,000.00 (Two Hundred Fifteen Thousand Dollars and no cents).

Apparatus: 2016 International 4400 Walk-in Rescue , Stock #14441, VIN: 1HTMKAZR9GH068640
Buyer Info: Indian River County, 4225 43rd Ave., Vero Beach, FL 32967

Terms and Conditions of Sale:

- (1) Services Included:** Seller will complete all items listed on the attached Addendum. Seller states the Apparatus will be in the condition described upon delivery or the sales agreement will be voided and full payment will be refunded. Buyer will have 7 days from date of delivery to make determination as to whether the Apparatus is in the condition as described.
- (2) Warranty:** Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds \$3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed \$12,000.00 (Twelve Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.
- (3) Payment and Title:** Buyer will submit a 25% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.
- (4) FOB Seller, Freight Collect:** Buyer assumes the responsibility of the Apparatus upon pick up by carrier or other designated representative. Seller is responsible for all freight charges.
- (5) Jurisdiction:** This contract shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

This agreement is valid for execution by October 27, 2021.



Sales Representative
Brindlee Mountain Fire Apparatus

10/22/2021
Date

Authorized Representative
Indian River County, FL

Date



Addendum to October 27, 2021 Sales Agreement

Addendum for the contract between Brindlee Mountain Fire Apparatus (Seller) and Indian River County, FL (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock #14441) by the Seller.

1. Apparatus will receive a full service of all fluids and filters
2. A shop generated repair list will be completed