

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **18th day of June, 2003**, by and between **Naples Marina Service, Inc., whose address is 475 North Road, Naples, FL 34104** ("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.
2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the total sum of: \$12,802.65 for the goods in accordance with the terms of this Agreement.
3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.
5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, Equipment Services Division, 370 Riverside Circle, Naples, Florida 34102. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.
6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.
7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the

basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples
Attention: Kevin J. Rambosk, City Manager
735 Eighth Street South
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

Naples Marina Service, Inc.
475 North Road
Naples, FL 34104

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

"SELLER":

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
Kevin J. Rambosk, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

ESTIMATE

Naples Marina Service Inc
 475 North Road
 Naples, FL 34104
 941-643-0061

R/O # : 6716
 Name : NAPLES POLICE
 Date : 05/02/2003
 ID # : ESTIMATE
 Make :
 Model :
 Year :
 Hours : Save Parts : YES

ATTN: RANDY BILLS NAPLES POLICE
 370 RIVERSIDE CIRCLE
 Naples, FL 34102
 215-4748RANDY

COMPLAINT / TO BE PERFORMED

rig new parker with 250 efi

LABOR

rig motor controls guages and bay test

PARTS

	PRICE	QTY	AMOUNT
SYSTEM TACH	337.80	1	337.80
250 EFI	10,250.00	1	10,250.00
HARNASS ASSY 25FT	101.60	1	101.60
STAINLESS STEEL PROP	600.00	1	600.00
SWITCH ASSY	43.25	1	43.25
CONTROL CABLES	140.00	1	140.00
2 BATTERIES WITH SWITCH	175.00	1	175.00
SMART CRAFT	330.00	1	330.00
Job Sub-Total			12,777.65

ATT
ED

		800.00
LABOR		800.00
PARTS		11,977.65
SUBLETS		.00
Misc. Shop Supplies		25.00
SUB TOTAL		12,802.65
TAX		.00
TOTAL		<u>12,802.65</u>

The undersigned acknowledges and has authorized the above named business to perform the repair work listed above along with necessary materials. You and your employees may operate the above vessel for purposes of testing, inspection, or delivery at *my* risk. An express mechanics lien is acknowledged on above vessel to secure the amount of repairs. Therein it is understood that this company assumes no responsibility for loss or damage by theft or fire to vessel placed with them for storage, sale, repair or while testing.

Authorized by : _____ Date : _____



Mercury Marine
Marine Products and Services
W6250 Pioneer Road
P.O. Box 1939
Fond du Lac, WI 54936-1939 USA
Phone: 920-929-5000
www.mercurymarine.com

TWO YEAR GOVERNMENT WARRANTY

Mercury Marine is pleased to provide our two (2) year warranty for all standard production Mercury and Mariner product sold to bona fide government agencies in the United States.

Warranty Features:

- A two (2) year warranty.
- A three (3) year limited corrosion failure warranty.

These features provide all government agencies with the best warranty coverage available today.

Should you have any questions concerning our warranty coverage, please contact:

Mike Gurath
Government Sales Coordinator
Mercury Marine
P.O. Box 1939
W6250 Pioneer Road
Fond du Lac, WI 54936-1939

(920) 929-5649

MERCURY MARINE TWO YEAR LIMITED WARRANTY

(Products sold to Government Agencies)

WHAT IS COVERED

Mercury Marine warrants its new products (excluding Mercury Racing Division products) to be free of defects in material and workmanship during the period described below.

DURATION OF COVERAGE

This Limited Warranty provides coverage for two (2) years from the date the product is first sold, two (2) years from the date on which the product is first put into service, whichever occurs first. The repair or replacement of parts, or the performance of service under this warranty, does not extend the life of this warranty beyond its original expiration date. Unexpired warranty coverage cannot be transferred to a subsequent purchaser.

CONDITIONS THAT MUST BE MET IN ORDER TO OBTAIN WARRANTY COVERAGE

Warranty coverage becomes available upon proper registration of the product. Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order to maintain warranty coverage. If this maintenance is performed by the customer Mercury Marine reserves the right to make future warranty coverage contingent on proof of proper maintenance.

WHAT MERCURY WILL DO

Mercury's sole and exclusive obligation under this warranty is limited to, at our option, repairing a defective part, replacing such part or parts with new or Mercury Marine certified re-manufactured parts, or refunding the purchase price of the Mercury product. Mercury reserves the right to improve or modify products from time to time without assuming an obligation to modify products previously manufactured.

HOW TO OBTAIN WARRANTY COVERAGE

The customer must provide Mercury with a reasonable opportunity to repair, and reasonable access to the product for warranty service. Warranty claims shall be made by delivering the product for inspection to a Mercury dealer authorized to service the product. If purchaser cannot deliver the product to such a dealer, written notice must be given to Mercury. We will then arrange for the inspection and any covered repair. Purchaser in that case shall pay for all related transportation charges and/or travel time. If the service provided is not covered by this warranty, purchaser shall pay for all related labor and material, and any other expenses associated with that service. Purchaser shall not, unless requested by Mercury, ship the product or parts of the product directly to Mercury. The warranty registration card is the only valid registration identification and must be presented to the dealer at the time warranty service is requested in order to obtain coverage.

WHAT IS NOT COVERED

This limited warranty does not cover routine maintenance items, tune ups, adjustments, normal wear and tear, damage caused by abuse, abnormal use, use of a propeller or gear ratio that does not allow the engine to run in its recommended wide-open-throttle RPM range (see the Operation and Maintenance Manual), operation of the product in a manner inconsistent with the recommended operation/duty cycle section of the Operation and Maintenance Manual, neglect, accident, submersion, improper installation (proper installation specifications and techniques are set forth in the installation instructions for the product), improper service, use of an accessory or part not manufactured or sold by us, jet pump impellers and liners, operation with fuels, oils or lubricants which are not suitable for use with the product (see the Operation and Maintenance Manual), alteration or removal of parts, or water entering the engine through the fuel intake, air intake or exhaust system. Use of the product for racing or other competitive activity, or operating with a racing type lower unit, at any point, even by a prior owner of the product, voids the warranty.

Expenses related to haul-out, launch, towing, storage, telephone, rental, inconvenience, slip fees, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages are not covered by this warranty. Also, expenses associated with the removal and/or replacement of boat partitions or material caused by boat design for access to the product are not covered by this warranty.

No individual or entity, including Mercury Marine authorized dealers, has been given authority by Mercury Marine to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against Mercury Marine.

For additional information regarding events and circumstances covered by this warranty, and those that are not, see the Warranty Coverage section of the Operation and Maintenance Manual, incorporated by reference into this warranty.

DISCLAIMERS AND LIMITATIONS

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. SOME STATES/COUNTRIES DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE, AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.