

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **5TH day of January, 2005**, by and between **Sam Galloway Ford** whose address is **1800 Boy Scout Drive, Fort Myers, FL 33907** ("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 **an amount not-to-exceed \$80,000.00 annually** made part 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, 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, attached hereto and made a part of as Exhibit "B" at 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: Dr. Robert E. Lee, 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:

Sam Galloway Ford
1800 Boy Scout Drive
Fort Myers, FL 33907
Attn: Richard Bennett, Parts Director

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

14. **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.

15. **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:

(Print Name: _____)

ATTEST:

By: _____
Tara A. Norman, City Clerk

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

"SELLER":

Sam Galloway Ford
(Corporate Seal)

By: _____
Authorized Representative

"BUYER"

City of Naples, Florida

By: _____
Dr. Robert E. Lee, City Manager

Brand	Part #	Description Of Part	Qty	Your Part #	Our Unit Cost
WIX	1791	Oil Filter,89-Peterbilt 320, 3306 Engine	30	B76	2.95
WIX	1516	Oil Filter,99-Ford F-150 P/U 4.2 Liter	62	B243	2.32
WIX	1372	Oil Filter,02- Ford Crown Victoria 4.6 Liter	134	B329	2.07
WIX	1515	Oil Filter,96-Ford F-150 P/U 5.0 Liter	78	B2	1.68
WIX	6134	Air Filter,02-Ford Crown Victoria 4.6 Liter	134	PA152	2.90
WIX	6174	Air Filter,97-Ford F-150 P/U 5.8 Liter	61	PA2164	3.30
AUTO SPECIALTY	AR-8155L	Left Front Brake Rotor,99-Ford Crown Vic	30	SAME	32.99
WAGNER	H4656	High/Low Beam Halogen Headlight Bulb	26	"	4.39
AUSTIN	WSW-1GAL	Windshield Washer Fluid, 1-Gallon Bottle	132	"	1.53
AUTOLITE	AP764	Autolite Spark Plug-Platinum, Crown Vic.	82	"	2.41
AC DELCO	8-118	Wiper Blades 18-inch, Ford	146	"	4.29
AC DELCO	17D674AC	Front Brake Pads,01 Crown Vic	34	"	24.17
AC DELCO	17D702M	Front Brake Pads, Ford F-250	38	"	43.97
CRC	91431	Brake Cleaner, 1-Gallon Bottle	46	"	9.89
MIDLAND	3030	Maxi Brake Chamber-Air Brakes	34	SAME	43.13
WAGNER	1157	Turn-Signal Bulb	147	"	.27
AC Delco	6K919	Serpentine Belt,2001 Crown Vic	32	"	23.09

JOHNSEN'S	6312	R-134A Freon, 12-oz. Container	129		2.96
NAPA	1056	Oil Filter, Briggs & Stratton 14-H.P. Gener.	36	B1410	3.27
NAPA	1348	Oil Filter, 2002 Cushman Refuse Trk.	27	B2223	1.88
NAPA	1791	Oil Filter, 89-Peterbilt 320, 3306 Engine	30	B7600	3.07
NAPA	1516	Oil Filter, 99-Ford F-150 P/U 4.2 Liter	62	B243	2.32
NAPA	1372	Oil Filter, 02- Ford Crown Victoria 4.6 Liter	134	B329	2.07
NAPA	1515	Oil Filter, 96-Ford F-150 P/U 5.0 Liter	78	B2	1.68
NAPA	1970	Hyd. Filter, 89-Peterbilt 320, 3306 Engine	33	B95	5.82
NAPA	3296	Fuel Filter, 96-Ford F-250 P/U 4.9 Liter	28	BF1166	3.22
NAPA	3595	Fuel Filter, 02-Ford Crown Victoria 4.6 Liter	26	BF7668	3.20
NAPA	3587	Fuel Filter, 04-Mack MR688S 350 C.I.D	31	BF7657	4.86
NAPA	6134	Air Filter, 02-Ford Crown Victoria 4.6 Liter	134	PA2152	2.90
NAPA	6428	Air Filter, 99-Ford Taurus 3.0 Liter	53	PA4044	2.99
NAPA	6174	Air Filter, 97-Ford F-150 P/U 5.8 Liter	61	PA2164	3.30
NAPA	6253	Air Filter, 99-Ford Ranger P/U 3.0 Liter	28	PA4102	3.83
NAPA	6418	Air Filter, 99-Ford F-150 P/U 4.2 Liter	73	PA4075	5.62
AUTO SPECIALTY	AR-8155L	Left Front Brake Rotor, 99-Ford Crown Vic	30		32.99
AUTO SPECIALTY	AR-8155R	Right Front Brake Rotor, 99-Ford Crown V.	30		32.99