

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **16th day of March, 2005**, by and between **Hunter-Knepshield Company**, whose address is **PO Box 499, LaGrange, KY 40031** ("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 \$72,810.00** 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, 295 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" 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: 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:

Hunter-Knepshield Company
Attention: Rick Graddy, Agent
PO Box 499
Lagrange, KY 40031

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: _____)

"SELLER":

Hunter-Knepshield Company
(Corporate Seal)

By: _____
Authorized Representative

ATTEST:

By: _____
Tara A. Norman, City Clerk

"BUYER"

City of Naples, Florida

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

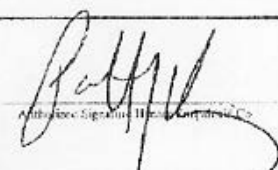
Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney



HUNTER KNEPSHIELD COMPANY

10 Hunters Trail
 P.O. Box 499
 LaGrange, Ky 40031
 Phone: 800-626-6530
 Fax: (502)225-9335

PRICE QUOTATION					
TO:				DATE:	18-Jan-05
AGENCY:	Fleischmann Park			FOB:	DEST
PHONE:				VIA:	TRUCK
FAX:				FREIGHT:	PP.3
PROJECT:	Baseball Field			VALID THROUGH:	
SHIP TO:				QUOTE #:	10499
				QL-#:	10499
				TERMS:	
QUANTITY	ITEM NUMBER	DESCRIPTION	PRICE	AMOUNT	
QUALITE SPORTS LIGHTING					
62	FPRV- 1500 FPR- 1500	QUALITE PROFESSIONAL SERIES SPORTS LIGHTING THE FOLLOWING ITEMS SHALL BE INCLUDED :			
		1.) Metal Halide Lamps - 1500 Watt Tubular Crossarm Assemblies, Galvanized & Factory Assembled Fully Enclosed Wiring, Moguls attached in Factory			
		3.) Aiming Set in Factory			
		4.) Remote Ballast System, Pre-wired mounted on C Channel			
		5.) Wiring Harness Factory Built with Plug -in Ends			
		6.) Diagnostic Test System and Tester Included for Power Off Check			
		7.) Extra lamps and Fuses			
8		8.) Direct Embedded Concrete Poles Mounting Height 70' - O.A.L. - 85'			
	NOTE	38 Light Fixtures Include Spill and Glare Control System			
	OPTION	Factory Supplied Safety Disconnects Qty. 8 - Add to Total	\$2,400.00		
	Note	This quote is subject to approval of submittal / shop drawings			
		Shipping and Handling Sales Tax		Included Not Included	
		Total for Lights and Poles - does not include options		\$72,810.00	
<p><small>**INSTALLATION IS INCLUDED THE ABOVE QUOTATION IS BASED UPON SITE ACCESS FOR HEAVY EQUIPMENT AND NORMAL SOIL CONDITIONS OF 2000 PSI. IF DURING EXCAVATION OF FOUNDATIONS NECESSARY PER MANUFACTURERS SPECIFICATIONS, CONDITIONS EXCEED NORMAL OUR CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY. THIS SHALL INCLUDE ALL TYPES OF ROCK VEGETATION AND/OR ANY UNFORESEEN HAZARDS. THERE WILL BE ADDITIONAL CHARGES INCURRED TO CLEAR THE AREA AND/OR THE ADJUTMENT TO CLEAR SO THAT INSTALLATION CAN BE COMPLETED. NO SOIL TESTS, LICENSES OR PERMITS INCLUDED.</small></p> <p><small>COPY OF TAX EXEMPT CERTIFICATES MUST ACCOMPANY ALL EXEMPT ORDERS.</small></p> <p>**NOTE: APPLICABLE SALES TAX IS NOT INCLUDED.</p> <p><small>CUSTOMER IS RESPONSIBLE FOR PAYING APPLICABLE SALES TAX DIRECT TO THEIR STATE, OR SUBMIT COPY OF TAX EXEMPT CERTIFICATE WITH ORDER.</small></p> <p><small>TERMS: NET 30 WITH APPROVED CREDIT.</small></p> <p><small>MAKE ORDERS TO: QUALITE CO HUNTER KNEPSHIELD CO.</small></p> <p><small>SEND OR FAX ORDERS TO ABOVE ADDRESS.</small></p> <p><small>SERVICE CHARGE OF 2% PER MONTH ADDED TO ALL UNPAID BILLS AFTER 30 DAYS. SHOULD COLLECTION BE NECESSARY.</small></p> <p><small>CUSTOMER AGREES TO PAY ALL COSTS, INCLUDING ATTORNEY FEES.</small></p>					
				 <small>Authorized Signature of Purchaser DATE:</small>	

Qualite
SPORTS LIGHTING, INC

TEN YEAR STANDARD WARRANTY

Qualite Sports Lighting, Inc. warrants their luminaire assemblies and alignment of pre-aimed positions for a period of ten (10) years from the date of purchase or date of significant completion as defined by AIA document G702, whichever applies. Any parts except lamps and fuses, found to be defective shall be replaced, labor included, during the first five (5) years and parts only for the remainder of the warranty period. Lamps are warranted for a total of two (2) years; installation and lamps included the first year, lamps only the second year. Fuses are not warranted after initial installation

This warranty covers parts and workmanship as supplied from the manufacturer. Claims resulting from vandalism, abuse, adverse weather conditions, twisting or improper installation of poles will not be warranted.

For product service call toll free: 800.933.9741

Qualite Representative

Better Lighting....Better Game