

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **15th day of November, 2006**, by and between **Production Tire**, whose address is **24367 Production Circle, Bonita Springs, Florida 34135** ("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 amount of: \$27,376.23 for three months ending February 28, 2007, \$82,128.77 for the fiscal year ending February 28, 2008, and \$109,505.00 for the fiscal year ending February 28, 2008**, 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, 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: 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:

**Production Tire
24367 Production Circle
Bonita Springs, Florida 34135
Attention: Glenn W. Krape, JR., President**

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 whose 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 through February 28, 2007 with the City's option to renew for up to two one-year renewal periods.

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

ATTEST:

"SELLER":
Production Tire

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

"BUYER":

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

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Agreement for Purchase and Sale of Goods
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CONTRACT PRICE LIST

Contractor Information:

The Goodyear Tire & Rubber Company
 Jeanne Oberdier, Contract Manager, Government Sales
 1144 East Market Street D/709, Akron, OH 44316
 E-Mail Address: jeanne.oberdier@goodyear.com
 Telephone Number: (888) 453-0021, 2, 2; or (330) 796-4352
 Fax Number: (330) 796-3404

Please Note: For additional information: <http://dms.mylife.com/dms/purchasing/state> contracts screeners and price lists/state term contracts/

COMMODITY CODE	ITEM NUMBER	DESCRIPTION	MSRP			PRICE			OPTIONAL RELATED SERVICES (EACH TIRE)			
			(GBPL)	(GBPL) LIST DATE	(GBPL) DISCOUNT	NET TIRE PRICE (EACH)	WASTE TIRE FEE (EACH)	TIRE DISPOSAL PRICE	TIRE MOUNTING PRICE	TIRE VALVE PRICE	TIRE BALANCE PRICE	
863-600-350	123252842	1400-20 28 UMS3A 6S TT	\$ 1,144.00	05/01/2005	0.00%	\$ 1,144.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123308145	1100-20 16 HR LUG WC NYTT	\$ 694.01	05/01/2005	0.00%	\$ 694.01	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123340184	1200-20 16 HRL3A NYTT	\$ 645.00	05/01/2005	0.00%	\$ 645.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123340842	1200-20 16 UMS3A 6S NYTT	\$ 651.00	05/01/2005	0.00%	\$ 651.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123342842	1200-20 20 UMS3A 6S NYTT	\$ 784.00	05/01/2005	0.00%	\$ 784.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123360648	1200-24 08 SGG2A NYTL	\$ 385.00	05/01/2005	0.00%	\$ 385.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123364184	1200-24 16 HRL3A NYTT	\$ 721.00	05/01/2005	0.00%	\$ 721.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123364658	1200-24 16 AMS-4/5A 6S NYTT	\$ 933.00	05/01/2005	0.00%	\$ 933.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123368482	1200-24 16 UMS3A 6S NYTT	\$ 750.00	05/01/2005	0.00%	\$ 750.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123366133	1200-24 20 SMO-5B 6S NYTT	\$ 1,370.00	05/01/2005	0.00%	\$ 1,370.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123384647	1300-20 10 SGG2A NYTT	\$ 409.00	05/01/2005	0.00%	\$ 409.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123397638	1300-24 10 SMOG1A NYTT	\$ 411.00	05/01/2005	0.00%	\$ 411.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123397648	1300-24 10 SGG2A NYTL	\$ 396.00	05/01/2005	0.00%	\$ 396.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123398007	1300-24TG 12 SGG2A G2 TL	\$ 364.00	05/01/2005	0.00%	\$ 364.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123398464	1300-24 12 SGG2A 200 NYTL	\$ 364.00	05/01/2005	0.00%	\$ 364.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123398613	1300-24 12 SGG2A SG NYTLDD	\$ 604.00	05/01/2005	0.00%	\$ 604.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123398641	1300-24TG 12 SGG2A 100 NYTL	\$ 364.00	05/01/2005	0.00%	\$ 364.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123398648	1300-24 12 SGG2A NYTL	\$ 364.00	05/01/2005	0.00%	\$ 364.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123428842	1400-20 24 UMS3A 6S NYTT	\$ 1,028.00	05/01/2005	0.00%	\$ 1,028.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123441648	1400-24 10 SGG2A NYTL	\$ 440.00	05/01/2005	0.00%	\$ 440.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123442180	1400-24 12 SGG-4B NYTL	\$ 710.00	05/01/2005	0.00%	\$ 710.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123442464	1400-24 12 SGG2A 200 NYTL	\$ 396.00	05/01/2005	0.00%	\$ 396.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123442465	1400-24TG 12 SGG2A 300 NYTL	\$ 396.00	05/01/2005	0.00%	\$ 396.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123442468	1400-24TG 12 SGG2A 100 NYTL	\$ 396.00	05/01/2005	0.00%	\$ 396.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123442516	1400-24 12 RBG-1A NYTL	\$ 758.00	05/01/2005	0.00%	\$ 758.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123442648	1400-24 12 SGG2A NYTL	\$ 396.00	05/01/2005	0.00%	\$ 396.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123444640	1400-24 16 RKG3A NYTL	\$ 780.00	05/01/2005	0.00%	\$ 780.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123444648	1400-24 16 SGG2A NYTL	\$ 564.00	05/01/2005	0.00%	\$ 564.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123446133	1400-24 20 SMO-5B 6S NYTT	\$ 1,578.00	05/01/2005	0.00%	\$ 1,578.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123446184	1400-24 20 HRL3A NYTT	\$ 1,065.00	05/01/2005	0.00%	\$ 1,065.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123447845	1400-24 24 WRL3A NYTT	\$ 1,123.00	05/01/2005	0.00%	\$ 1,123.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123448645	1400-24 28 WRL3A NYTT	\$ 1,338.00	05/01/2005	0.00%	\$ 1,338.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123448842	1400-24 28 UMS3A 6S NYTT	\$ 1,135.00	05/01/2005	0.00%	\$ 1,135.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123455185	1400-25 20 HRL3A NYTL	\$ 1,056.00	05/01/2005	0.00%	\$ 1,056.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123456459	1400-25 20 HRR1A NYTL	\$ 925.00	05/01/2005	0.00%	\$ 925.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123876175	175-25 16 HRLD3A NYTL	\$ 802.00	05/01/2005	0.00%	\$ 802.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123876458	175-25 16 SGLD2A NYTL	\$ 687.00	05/01/2005	0.00%	\$ 687.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123877175	175-25 20 HRLD3A NYTL	\$ 1,019.00	05/01/2005	0.00%	\$ 1,019.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN
863-600-350	123877923	175-25 20 UMSDL3A 6S NYTL	\$ 1,397.00	05/01/2005	0.00%	\$ 1,397.00	\$ 1.00	\$ 50.00	TBN	TBN	TBN	TBN