

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made **this 17th day of January, 2007**, by and between , **Clarke Waste Systems. Inc.**, whose address is **2651 Wiles Road, Pompano Beach, Florida 33073** ("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 not-to-exceed \$69,910.00** 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, 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:

Clarke Waste Systems. Inc.
2651 Wiles Road,
Pompano Beach, Florida 33073
Attention: Eric Clarke, Sales Representative

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.

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

ATTEST:

"SELLER":
Clarke Waste Systems. Inc.

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

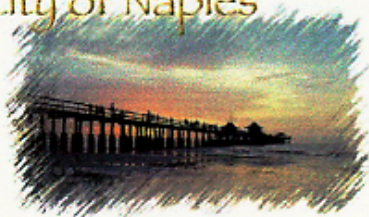
By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Agreement for Purchase and Sale of Goods
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City of Naples



INVITATION TO BID

CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

MAILING DATE	TITLE	NUMBER:	OPENING DATE & TIME
10/23/06	GREEN MACHINE MODEL 636HS SWEEPER	032-07	11/07/06 2:00PM
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Clarke Waste Systems, Inc.	
MAILING ADDRESS 2651 Wiles Road	
CITY-STATE-ZIP Pompano Beach, FL 33073	
PH: (954) 587-7380	EMAIL: eric@clarkewaste.com
FX: (954) 587-3164	WEB ADDRESS: www.clarkewaste.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE 	DATE 11/06/06	PRINTED NAME/TITLE Eric Clarke / Sales Rep
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1	Addendum #2	Addendum #3
Addendum #4		

BID SCHEDULE

Furnish and deliver to The City of Naples, Florida one (1) Green Machine Model 636HS Sweeper:

\$ 69,910.00

Make & model

Offered: Green Machine Model 636HS

Time of Delivery: 70-84 calendar days ARO

Length of warranty: One (1) year parts & labor

Location of nearest branch where parts and warranty service is available: Clarke Waste Systems in Pompano Beach, Florida

Extended warranty Months / Hours (beyond standard manufacturer's warranty) \$ Not available

TOTAL AMOUNT NOT-TO-EXCEED \$69,910.00

Applied Sweepers Inc.

LIMITED WARRANTY ON OUTDOOR SWEEPING MACHINES AND REPLACEMENT PARTS

OUR WARRANTY TO YOU

We warrant to you, the original purchaser, that all parts (except those listed below) of your new Green Machine, and replacement parts purchased from an Applied Sweepers Authorized Distributor in the United States will be free from defects in materials or workmanship during the following periods:

1. Sweeping Machines for 1 year or 1500 operating hours whichever occurs first.
2. Replacement parts for 90 days from date of invoice.
3. Impeller fan and fan drive for life of the machine (400 series models only).

The Kubota engine and ancillaries are subject to that manufacturer's warranty, and you should therefore refer to your local Kubota dealer for any related issues.

WHAT WE WILL DO

We will, at our option, repair or replace any part covered by this warranty that becomes defective, malfunctions or otherwise fails to conform with this warranty under normal use and service during the term of the warranty at no charge for parts or labor.

WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE

In order to obtain warranty repairs, you must deliver the product, together with proof of purchase, to an Authorized Applied Sweepers Distributor or Dealer at your expense.

WHAT THIS WARRANTY DOES NOT COVER

This warranty does not cover :

1. Defects, malfunctions or failures resulting from accidents, abuse, misuse, unauthorized modifications, alteration, improper servicing or lack of performance of required maintenance.
2. Normal maintenance services or replacement of maintenance items such as light bulbs, tires, filter-bags, sweeping brushes, castor wheels, control cables, suction wear-plates, gaskets, pre-heater plugs, fuses, filter elements, lubricants, oils, or coolant.
3. Installation of replacement parts, unless originally installed by an Authorized Applied Sweepers Distributor.
4. Non-genuine Applied Sweepers parts.
5. Kubota engines and ancillaries are covered by separate warranties issued by their manufacturer or distributor.
6. Any engines or cooling systems damaged by use of ether, or any starting aid, or other than a 50/50% solution of antifreeze.
7. Any hydraulic or drive systems damaged by use of incorrect lubricant type or level.
8. Engine damage caused by injection nozzle wear or sticking.
9. Damage caused by water entering the engine or hydraulic system due to any cause.

10. Used products. ie. Second-hand

11. Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.

THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS

We neither assume nor authorize anyone to assume for us any other express warranty. The Distributor/Dealer has no authority to make a representation or promise on behalf of Applied Sweepers inc. or to modify the terms or limitations of this warranty in any way.

LIMITATION ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS PURCHASED AND USED FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

Our responsibility is to repair or replace defective parts as stated above; we will not be responsible for any other expenses, losses or inconvenience which may sustain by any person or party as a result of the purchase, use, malfunction or defective condition of our products. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS USED FOR RENTAL OR FOR COMMERCIAL, INDUSTRIAL OR AGRICULTURAL PURPOSES.

This warranty is in place of all other warranties, express or implied, and of any other obligations or liability on our part. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Our responsibility for any and all losses and damages resulting from any cause whatsoever, including our negligence, alleged damaged or defective goods, whether such defects are discoverable or latent, shall be limited to the repair or replacement of defective parts as stated above. IN NO EVENT WILL WE BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF OR DAMAGE TO PROPERTY, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

Signed this day March 1st 2004

By:

Applied Sweepers, inc.

APPLIED SWEEPERS Inc. • 105 Henderson Drive • Sharon Hill , Pennsylvania 19079 Tel. 1-800-793-3740