

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 **Royal Palm Marina, whose address is 779 W. Wentworth, Englewood, FL 34223** ("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 \$32,698.90** 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:

Royal Palm Marine
779 W. Wentworth
Englewood, FL 34223

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

05/29/03

ROYAL PALM MARINA
 779 W Wentworth
 Englewood, FL 34223
 941-475-6882 Fax 941-473-7525

Customer Quote

Parker 2300 Center Console 2003

Qty		List Price	Total List Price
1	Boat (with no engine or rigging)	36,496.00	36,496.00
	w/ Z200 Yamaha	42,790.00	0.00
	w/ F200 Yamaha	44,627.00	0.00
	w/ F225 Yamaha	45,530.00	0.00
	w/ Z250 Yamaha	46,150.00	0.00
	Options:		
	Armstrong 3-rung Dive Ladder for swim platform	214.00	0.00
	Pulpit w/roller	828.00	0.00
	Anchor Windlass (w/ 300' Line)	1,825.00	0.00
1	S/S Two-Piece, Low Style Bow Rail	N/C	0.00
	S/S Pull Up Cleats (5 each)	718.00	0.00
	Pull Up Navigation Light	149.00	0.00
	Auto Retract w/position indicators for Trim Tabs	292.00	0.00
	Cushions for Molded Vee Seats	432.00	0.00
	Porta-Potti (recessed in Molded Vee Seats)	153.00	0.00
	Casting Platform insert for Molded Vee Seats	228.00	0.00
	Cushion for casting platform Insert	153.00	0.00
	Insulated Cooler Insert (console fwd seat) (N/A w/Freshwater)	343.00	0.00
	Fresh Water System (w/10 gal tank) (in fwd console seat)	778.00	0.00
	Tackle Storage Cabinet (console)	188.00	0.00
	Leaning Post for Above Deck Livewell	736.00	0.00
1	Folding Footrest for Above Deck Livewell	228.00	
	Aluminum T-Top w/Hardtop & Electronics Box	3,374.00	0.00
	Rocket Launcher (aluminum 6 rod)	576.00	0.00
	Enclosures (3 sides)	688.00	0.00
	Spreader Light (each)	117.00	0.00
	Bimini Top (Sunbrella with S/S frame)	929.00	0.00
	Cockpit Coaming Pads	412.00	0.00
	Horn	68.00	0.00
	Coast Guard Kit	244.00	0.00
	VHF Radio INSTALLED	500.00	0.00
	LCX-15MT INSTALLED	2,600.00	0.00
	LCX-18GI INSTALLED	2,500.00	0.00

Customer Quote

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Parker 2300 Center Console 2003

Total Retail Price		36,496.00
ROYAL PALM MARINA DISCOUNT		3,797.10
Net Price		32,698.90

Optional Equipment (see attached sheet for details)			
CTA2350 ALUMINUM DRIVE ON W/BRAKES	3,000.00		0.00

Dealer Prep & Commission on Tax Freight			
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Fully Commissioned Price			\$32,698.90
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Post Office Box 2129

(252) 728-5621

Beaufort, N.C. 28516

LIMITED FIVE YEAR WARRANTY

Parker Marine Enterprises warrants to the first purchaser and any subsequent owners during the warranty period, that the hull of each Parker boat will be free from structural defects in materials and workmanship for five (5) years from the date of delivery to the original purchaser.

This warranty will apply only to boats used in normal recreational boating activities. Boats used in any commercial activity, including charter, are excluded from coverage by this warranty. This warranty applies only to the structural integrity of the hull and supporting stringers. It does not apply to any cosmetic defect, including but not limited to, gelcoat, graphics, or coloration. Fiberglass blistering attributable, in the opinion of Parker Marine, to water penetration of the fiberglass (osmosis) is specifically excluded from warranty coverage. This warranty does not apply to problems caused by improper maintenance, normal wear and tear, misuse, neglect, accident, corrosion, electrolysis, or improper operation. Windshield breakage and/or leakage are not covered by this warranty. Hulls modified in any way or repowered with an engine different from the one originally installed are not covered by this warranty. Fuel contamination of any kind is specifically excluded from this warranty.

Parker Marine's obligation under this warranty is limited to repairing or replacing, at our option, hulls that Parker Marine determines to be structurally defective. This is your sole and exclusive remedy.

OWNERS RIGHTS AND RESPONSIBILITIES

The owner must notify Parker Marine or an authorized Parker Marine dealer of any defect in material or workmanship within thirty (30) days of discovery.

Parker Marine reserves the right to require that all repairs and/or replacements be done by our factory in Beaufort, NC, the authorized dealer who originally sold the boat, or a repair facility that we choose. Boats or parts will be transported to the selected repair facility at the owner's expense. Haulout fees are the responsibility of the owner. Reimbursement to repair facilities under the warranty will be based on a rate and schedule established by Parker Marine.

IN NO EVENT WILL PARKER MARINE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS, DAMAGE, OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS.

WARRANTY REGISTRATION

Proper warranty registration is required to validate the warranty. The warranty registration must be filled out by the first use purchaser and the authorized dealer at the time the boat is purchased. Any subsequent owners during the warranty period must provide Parker Marine, in writing, the hull serial number, name and address of the new owner, and the name of the previous owner. Failure to register properly could void the warranty.