



1.2 Purchase Price. The purchase price for the Vehicles is exactly \_\_\_\_\_ and \_\_\_/100 (\$\_\_\_\_\_) Dollars, payable as set forth in Section 2 of this Agreement.

**2. Payment of Purchase Price; Payment and Performance Bond.**

2.1 Payment of the Purchase Price. The entire purchase price for the F-150 shall be paid by City to Seller in full in cash upon delivery and acceptance of the F-150 by City.

2.2 Payment and Performance Bond. Seller agrees to provide, at Seller's expense, payment and performance bonds, which shall be satisfactory to City, in an amount equal to the purchase price.

**3. Risk of Loss: Insurance.**

3.1 Risk of Loss. The risk of loss to the F-150 shall remain with the Seller until the delivery and acceptance of the F-150 by City. In the event of any loss prior to delivery and acceptance of the F-150 by City which destroys or substantially damages the F-150, City has the option of terminating this Agreement without further liability or obligation or extending the delivery date for Seller's delivery of new replacement F-150.

3.2 Insurance. Seller agrees to purchase and maintain insurance for the F-150, which shall be satisfactory to City, at all times until the delivery and acceptance of the F-150 by City.

**4. Representations and Warranties of Seller.** The Seller represents and warrants to City, which representations and warranties shall be true and correct at the time of delivery and acceptance of the F-150 by City, as follows:

4.1 Organization, Power and Good Standing. That Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ with all requisite power and authority to own its properties and engage in the business in which it is currently engaged. Seller is not in violation of any terms of its Articles of Incorporation or Bylaws.

4.2 Powers and Authority Relative to Sale of Purchased Assets. That Seller has the full right, power and authority, and has taken all required action necessary to permit it to execute and

deliver this Agreement and to perform all of the obligations contained herein (including the assignment, transfer, and conveyance of the F-150), and to execute, deliver, and perform all of the obligations contained in all other instruments or agreements required hereby or incident or collateral hereto, and none of such actions constitutes a default under or will result in any breach of any existing agreement applicable to Seller or by which Seller or the F-150 may be bound, or will result in the imposition of any lien, encumbrance, charge or claim against any of the Purchased Assets.

4.3 Valid and Binding Obligation. That this Agreement constitutes, and each other agreement to be executed and delivered by Seller in accordance herewith will constitute, the valid and legally binding obligation of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other general laws affecting the rights and remedies of creditors and except that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

4.4 Title to F-150: Absence of Liens and Encumbrances. That Seller will deliver to City a good and marketable title to the F-150, free and clear of all liens, charges or other encumbrances.

4.5 Condition of Vehicles. That the F-150 will be built according to the City's Specifications. The F-150 will be delivered to City in new and good operating condition as of the time of delivery and acceptance by City. All parts will be new. All other express warranties regarding the condition and operation of the F-150 and its components are set forth in City's Specifications and are given by Seller to City as fully and completely as if all of such warranties were set forth verbatim in this Agreement.

4.6 Necessary Information and Documentation. That Seller will provide to City all information and documentation which is necessary for City to operate the Vehicles. Seller agrees to provide the City a bill of sale, manufacturer's certificate of origin and any other documents required in order for the City to obtain a certificate of title to the F-150 from the State of South Carolina.

4.7 Compliance with Laws. That the F-150 will be manufactured in compliance with all applicable federal laws.

4.8 Patent and Other Intellectual Property Rights. That Seller warrants that it has the legal right to the use of all patents or other intellectual property rights which Seller or any component manufacturers utilize in connection with the manufacturing of the F-150.

**5. Survival of Representations and Warranties.** The representations and warranties of Seller contained in this Agreement or in any other document delivered in connection herewith shall survive the delivery of the F-150 for such periods as are set forth in City's Specifications.

**6. Permits, Fees and Licenses.** Seller agrees to apply for, obtain and pay for all necessary permits, fees, licenses and inspections by governmental agencies, including, but not limited to, a City of Isle of Palms business license.

**7. Controlling Law.** This Agreement is governed by and shall be construed in accordance with the law of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

**8. Notices.** All notices to a party hereunder shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

**City of Isle of Palms:**

Representative: Desirée Fragoso, Interim City  
Address: Administrator  
1207 Palm Blvd., Isle of Palms, SC 29451

**Seller:**

Representative:  
Address:  
(or such other address as Seller may hereafter designate in writing to City.)

## 9. Miscellaneous Provisions.

9.1 Section Headings. The headings of sections or paragraphs used in this Agreement have been inserted for convenience only and shall not control, limit, restrict or affect the meaning or construction of any provision of this Agreement.

9.2 Amendments and Waivers. This Agreement may be modified or amended only by a writing signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

9.3 Binding Affect and Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; provided, however, that this Agreement may not be assigned, or performance of the duties hereunder delegated by Seller without the express written consent of City.

9.4 Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph

through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

9.5 Multiple Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if each party had signed the same document. All counterparts shall be construed together and constitute the same Agreement.

9.6 Entire Agreement.

9.7 This Agreement contains the entire agreement between the Seller and City with respect to the purchase and sale described herein and related transactions and supersedes all prior arrangements or understandings with respect thereto.

IN WITNESS WHEREOF, the City and Seller have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
(As to Seller)

\_\_\_\_\_  
[Seller]

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Isle of Palms, SC

\_\_\_\_\_  
(As to City)

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_