

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

This agreement is made this the 20th day of July, 2015 by and between Donley Safety & Associates, Inc., 5546 Elmwood Court, Indianapolis, IN 46203, (hereinafter "Company") and City of Beech Grove 806 Main Street, Beech Grove Indiana 46107 (hereafter "Buyer").

1. Purchase. The Company agrees to sell, and the Buyer agrees to purchase, One Remount of Ambulance and Equipment described in the Company's Proposal attached hereto and hereby incorporated by reference (the "Ambulance"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties.

2. Delivery. The Ambulance shall be accepted at the location of the companies location in Indianapolis In. after all work is completed, approximately 150 calender days after receipt of chassis. It is agreed that such delivery is subject to delays caused by war, strikes, inability to obtain materials, and other causes beyond the control of the Company. In the event that Buyer fails to take possession of the Ambulance, Company reserves the right to arrange for pick-up of the Ambulance by the drive-away service of Company's choice and at Buyer's sole expense.

3. Price. Buyer agrees to pay a Purchase Price of **ONE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED THIRTY FIVE DOLLARS AND 0/100 \$128,835.00** Payment for the Ambulance is do at accepts and pick-up at Companies location.

Balance Due at Pick-up

\$128,835.00

Unless otherwise specified, this Purchase Price is exclusive of all Federal, State, or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims exemptions from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it. Buyer agrees that the terms of payment shall be cash due upon delivery to buyer.

4. Title. The Company and Buyer agree that title or Certificates of Origin shall remain with the Company only until the time the Ambulance is delivered or picked up to the buyer. Upon pick-up by Company, all title, ownership and risk of loss shall remain with the Company until delivery to Buyer. In the event of default by the Buyer, the Company has the right to take possession of the Ambulance-s and all payments made by the Buyer shall be applied as rent for use of the Ambulance-s until the date of retaking by the Company. The Buyer further agrees that the Apparatus will not be placed in active service until the full purchase price has been paid to the Company.
(This paragraph is only for new chassis)

5. Warranty. Donley Safety hereby warrants work perform by Donley Safety for a period of Two (2) years or 24,000. miles whichever comes first. Donley Safety does not extend warranty with respect to the chassis, to components, or equipment manufactured, assembled or installed by the chassis manufacture or any interim manufacture (including tires, batteries, bulbs, seats, upholstery, and any other wear items) or to any components or equipment manufactured by others and installed by Donley Safety, all of which are the subject of warranties issued by other parties. Donley Safety will assist each owner in processing any claims under such other warranties. This Warranty is condition upon normal use and reasonable maintenance of such vehicle with records of maintenance. This warranty does not extend to, and will not cover, defects or conditions resulting from misuse, negligence, accident, or

overloading beyond applicable weight rating. Upon the failure to satisfy any such conditions, this warranty shall become void and unenforceable. All work done under warranty period much authorized by Donley Safety Service Department..All warranty claims must be in written form and to Donley Safety service department, and all warranty components must return to Donley Safety.

6. Notices. The parties to this Agreement designate Jim Pierce (Beech Grove Fire Department) as representative of the Buyer and Mike Smith (Donley Safety): as representative of the Company for purposes of all communications regarding this Agreement.

7. Entire Agreement. This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

8. No Discrimination. Pursuant to I.C. 22-9-1-10, the Company represents that it and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement. IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

City of Beech Grove, Beech Grove IN.

Donley & Associates, INC.

By: Deo B Buckley

By: Mike Smith

Title: MAYOR

Title: PRESIDENT

Date: 8-3-15

Date: 8-3-15