AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Agreement; Bobcat of the Rockies; Bobcat 560

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Facilities would like to purchase a Bobcat Toolcat for snow removal and general utility. The machine will come with a blower as well as be able to use our box plow so it will replace both the Bobcat and snow blower.

Fiscal Impact: Total Cost $64,420; 2018 $21,548.32, 2019 $32,322.48, 2020 $10,774.16 (24 month financing 0% interest).

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
John indicates he can use exisiting 2018 adopted budget to cover 2018 cost. In reviewing general fund resources, we have included $318,305 from sales tax in the 2018 budget. This historical transfer is to support capital purchases in the general fund, the total varies from year to year. It is reasonable that the 2019 and 2020 payments for this equipment could be supported by a transfer of sales tax in a like manner. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/29/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 4/25/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/25/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/26/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/1/2018

Revised April 2015

RENTAL OR SALES AGREEMENT

Bobcat of the ROCKIES, LLC

(877)GO-4-BOBCAT

COMMERCE CITY, CO
GRAND JUNCTION, CO
COLORADO SPRINGS, CO
GOLDEN, CO
PARKER, CO
PUEBLO WEST, CO
WINDSOR, CO
CHEYENNE, WY

bobcatoftherockies.com (877)464-2622

Order Date: 10/23/17

Subject to the terms and conditions of this Order and the Terms contained on the reverse side, the following customer ("Customer") purchases/rents from Bobcat of the Rockies ("Company") the following described Equipment to be delivered on or about the 12/15/17 F.O.B. Gunnison Shipped From GJ

INVOICE TO: Gunnison County (BUYER OR LESSEE)

SHIP TO/JOB LOCATION:

Street Address

Gunnison, Colorado

P.O. Box Account #014307

Job Site Phone

City and State Zip

VIA DD

Collect ☐ Prepaid ☐

Phone Purchase Order #

☐ RENTAL ☑ FINANCE ☐ PAYMENT

EQUIP. NO	QTY.	MFG.	MODEL	HR. METER	DESCRIPTION	SERIAL NO.	EXT. PRICE
1161977	1	Bobcat	5600	New	Toolcat	AHG815301	$ 58,976.00
	1	Bobcat	M7001	New	SB200 Snowblower w/ 9.6 Motor Pkg		$ 5,444.00

COMMENTS:

Factory Options Include: Deluxe Road Package, Cab Enclosure w/ Heat & A/C, High Flow, Keyless Ignition, HD Battery, Attachment Control, Power Bob-Tach, Radio, Traction Control, Interior Trim and 29x10.5 Trac Tire.

TOTAL PRICE	$	64,420.00
TOTAL ALLOWANCE	$	-
NET DIFFERENCE	$	64,420.00
0.00%	$	-
0.00% STATE SALES TAX	$	-
0.00% CITY SALES TAX	$	-
0.00% RTD	$	-
0.00% COUNTY SALES TAX	$	-
TOTAL	$	64,420.00

TRADE IN / DESCRIPTION:	ALLOWANCE:

FORM OF PAYMENT:

RENT / PURCHASE

-RENTAL TO START AT THE RATE OF
PER DAY/WEEK/MONTH/FIXED MINIMAL RENTAL PERIOD
-PURCHASE OPTION ☐ YES ☐ NO
-PURCHASE OPTION PRICE PLUS SALES TAX
-LENGTH OF PURCHASE OPTION TERM
-FINANCE CHARGE ON RENTALS WITH PURCHASE OPTION OF
PER MONTH ON UNPAID BALANCE.

FINANCING-MACHINES

FINANCE SOURCE	WF
CASH DOWN	$ -
TERM (MONTHS)	24
UCC/DOC FEES	$ 225.00
MONTHLY PAYMENT	$2,693.54
INTEREST RATE	0.00%

PAYMENT

☐ UPON DELIVERY
☑ UPON RECEIPT OF INVOICE

INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS AT THE HIGHEST LAWFUL RATE NOT TO EXCEED 1.8% PER MONTH

LIMITED PHYSICAL DAMAGE WAIVER (PDW)
By your initials, you accept the terms of the PDW described in paragraph 7 on the reverse side and payment of the PDW Fee set forth above.

INITIAL X

Safety Clause (Customer must initial)

Customer acknowledges and agrees that (a) Customer has received all manufacturer's operation manuals pertaining to the Equipment, (b) Customer shall be solely responsible for the training of all competent operators in and the safe and legal operation of the Equipment within its specified performance capabilities, (c) Company has offered the Customer instruction in the proper use of the Equipment, (d) Customer, at its sole expense, will comply with all federal, state and local laws, regulations, and ordinances, relating to the use of the Equipment, including without limitation the regulations of the Occupational Safety and Health Administration.

INITIAL X

Entire Agreement (Customer must initial)

This Agreement, including the terms on the reverse side, represent the entire understanding of the parties and this Agreement supersedes any prior agreements (oral or written) regarding the matters outlined herein. No term or provision of this Agreement may be amended, altered, waived, discharged, or terminated except by written instrument signed by authorized representatives of the parties hereto, and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade, or course of performance.

INITIAL X

WARRANTIES. COMPANY SELLS OR RENTS THE EQUIPMENT "AS IS," AND MAKES NOT WARRANTIES, EITHER EXPRESSED OR IMPLIED CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR INFRINGEMENT. CUSTOMER EXPRESSLY DISCLAIMS ANY RELIANCE ON OTHER STATEMENTS MADE BY COMPANY OR ITS AGENTS.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OF BREACH THEREOF, OR FROM THE SALE/RENTAL, DELIVERY, RESALE/RERENTAL, OR REPAIR OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE TOTAL PURCHASE PRICE OR RENTAL CHARGES MADE TO COMPANY ALLOCABLE TO THE EQUIPMENT WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND COST OF COVER.

THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR, AND ONLY INSOFAR, AS REQUIRED BY SAID LAWS.

I HAVE READ, UNDERSTAND, AND AGREE WITH ALL OF THESE TERMS AND THOSE CONTAINED ON THE REVERSE SIDE.
CUSTOMER (purchaser or lessee):

X

Signed **Title** **Date**

ALL SALES ARE FINAL

Print Name

Taken by:	Territory	Accepted by:	Credit
Mark B	410		

Note: A late payment fee will be charged on all amounts past due at the highest lawful rate not to exeed 1.8% per month.

WARRANTY

1. NEW FACTORY WARRANTY ☑	One Year Full Machine Warranty	INITIAL
2. NO WARRANTY EXPRESSED OR IMPLIED ☐		INITIAL
3. USED EQ. SPECIAL TERMS ☐		INITIAL

TERMS AND CONDITIONS

As used herein, "Company" shall mean the entity selling or renting the Equipment, "Customer" shall mean the person purchasing or renting the Equipment as listed in the Order on the reverse side hereof, and "Equipment" shall mean the goods specified in the Order (as modified below). All other capitalized terms are as defined in the Order or below.

Article I. Sales - The following terms shall apply if Customer is purchasing the Equipment from Company:

1. Sale of Equipment and Delivery. Subject to available inventory, Company shall sell and Customer shall purchase the Equipment F.O.B. Company's Location (as defined below) on the Delivery Date (as defined below), and all risk of loss shall pass to Customer upon Delivery (as defined below).
2. Price and Payment. Unless otherwise specified herein, payment in full of the full amount indicated in the Order shall be made to Company on the date of Delivery, or if partial Delivery, the portion of such payment for the Equipment on the separate dates of Delivery.

Article II. Rentals – The following terms shall apply if Customer is renting the Equipment from Company:

1. Rental Term. Company agrees to rent and Customer agrees to hire the Equipment, which for purposes of this article of the Terms shall include all attachments, replacements, parts, substitutions, additions, repairs, accessions, and accessories incorporated therein or affixed thereto (whether present upon Delivery or added thereafter by Company or, with Company's prior written consent, Customer). The rental term (the "Term") begins at the earlier of (a) the Rental Start Date, or (b) the time of Delivery, and continues until the Equipment is returned to and properly received at Company's Location, but in no case shall the Term be less than the Minimum Rental Period, if applicable.
2. Rental Charges & Payment. Upon the proper return of the Equipment, Company shall apportion the rental payment (rounding up to the next full rental day) by the actual time of rental, less other fees and charges assessable hereunder as follows: the Term shall be separated into whole rental 28 day periods, then into partial rental 28 day periods, then into whole rental weeks, then into partial rental weeks, then into whole rental days, and the rent shall be calculated by multiplying such divisions by the applicable monthly, weekly, and/or daily rental charge(s). For partial rental periods (28 day periods or weeks), the rent shall be calculated using the lower of (i) the full rental rate as if the Rental Period was not a partial Rental Period or (ii) the full rental rate of the next shortest Rental Period multiplied by the number of such full and partial rental periods in the partial Rental Period for which the rent is being calculated. Rent for partial rental periods shall not be prorated, and at a minimum, the full rent for the Minimum Rental Period shall be charged. In calculating the actual time of rental of the Equipment, the parties agree to use either the actual time elapsed from the time when the Term begins or the hours of Equipment use as recorded on the hour meter provided on the Equipment, whichever method yields the highest rental. A rental day shall be 24 hours elapsed, 8 hours use; a rental week shall be seven calendar days elapsed, 40 hours use; and a rental month shall be 28 days elapsed or 160 hours use. Company reserves the right to assess additional rental charges if in Company's reasonable determination, the Equipment was used for more use hours than is allowed for the otherwise applicable time elapsed rental rate. Company shall have the right, at its discretion, to inspect the Equipment during the Term to check the reading on an hour meter on the Equipment and for compliance with the terms of this Agreement.
3. Use of the Equipment. Customer agrees to use the Equipment only at the specified location. Customer agrees to comply with the terms of the Safety Clause set forth in the Order. Customer acknowledges that, upon request, Company will offer to the Customer a training course in the proper use of the Equipment.
4. Indemnification. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OWNERS, INSURERS, AND THEIR SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH AS TO BODY AND PROPERTY), INCLUDING CLAIMS ALLEDGEDLY RESULTING FROM THE NEGLIGENCE OF COMPANY, AND ALL COSTS AND EXPENSES THEREOF (INCLUDING ATTORNEYS' FEES) IN ANY WAY RELATING TO OUR ARISING OUT OF THE EQUIPMENT, IN WHATEVER MANNER, IN CONNECTION WITH ANY EVENT OCCURING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT.
5. Risk of Loss, Limited Physical Damage Waiver & Insurance. Upon Delivery, Customer shall bear the entire risk of loss, damage, theft, or destruction of the Equipment or any part thereof, from any and every cause whatsoever, which shall occur prior to the proper return of the Equipment, and no such loss, damage, theft, or destruction shall relieve Customer of its obligation to pay Rent or to comply with any other provision of this Agreement. As a condition precedent to Company's obligations, unless Customer elects to pay to Company the PDW Fee described below, Customer, at its expense, shall carry and maintain and provide Company an acceptable certificate of insurance, showing coverage on the Equipment during the Term, physical damage insurance providing "all risks" coverage for Equipment in an amount not less than the fair market value of the Equipment. Such insurance shall name Company or its successor as loss payee or an additional insured. Such insurance shall include the insurer's obligation to give Company prior written notice of any lapse, cancellation, or material change to the policy.
6. At Customer's election or if Customer does not provide Company with acceptable certificate(s) of insurance as outlined herein, Customer shall be charged for the limited ***Physical Damage Waiver ("PDW")***, and Customer will be charged the PDW Fee (which shall be a percentage indicated in the Order of the rent payable hereunder, which may vary by the applicable rental period). If the Equipment is used in compliance with this Agreement and if Company receives the PDW Fee, WHICH IS NOT INSURANCE, then Company agrees to waive, to the extent specified herein, Customer's responsibility for loss or damage to the Equipment (but not any other loss or damage, including damage to other property, real or person, or to person, which is Customer's sole responsibility) for any amount in excess of the larger of ***(a) $250 per item of Equipment, except for loss due to theft; of (b) for theft 25% of the fair market value of each of the Equipment, not to exceed $1,000 per line.*** **Notwithstanding the foregoing, Customer will be liable for all loss or damage to the Equipment, up to the fair market value and expense of Company, if such loss or damage results from or for damage to**: (a) overloading, exceeding rated capacity, neglect, abuse, intentional misuse; (b) tires and tubes from blow out, bruises, cuts, flats or other causes; (c) use of Equipment in violation of the applicable manufacturer instruction manual; (d) Equipment not returned for any reason for theft by persons not entrusted with the Equipment by Customer; (e) breaching any provision of this Amendment or the Agreements or of any applicable law, ordinance, or regulation; or (h) Customer's negligence, including failure to protect the Equipment as a prudent person would protect his or her own equipment.
7. Customer acknowledges that Company does not provide any liability insurance and Customer shall be responsible for procuring liability insurance covering any loss or damages including but not limited to, accidents and negligent operation of the Equipment. Customer and its insurers agree to waive subrogation against Company and its insurers in all policies of Customer's insurance. CUSTOMER ASSUMES ALL LIABILITY FOR THE OPERATION, USE AND TRANSPORTATION OF THE RENTED EQUIPMENT.
8. Maintenance Repairs, Condition Upon Return. Customer, at its sole expense, agrees to take reasonable care of the Equipment, and perform and provide all labor and materials for normal operation and maintenance as specified in the operation and maintenance manual at the designated periods or when indicated for the Equipment, and rent shall not abate because of the need for such maintenance or materials. Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment. Any repairs or replacements made by Customer to the Equipment (or portion thereof) must be approved by Company in advance, and in all cases Customer must use new parts and accessories of the same or greater quality than those original to the Equipment. Customer agrees to return all Equipment to Company's location during regular business hours, in the same good condition and repair as when delivered, subject only to reasonable wear and tear, and in accordance with Company's reasonable check-in procedures. An additional charge to return the Equipment to its original condition may be assessed (e.g., cleaning, charges to bring fuel tank to full, etc.). Failure to return the Equipment as specified will result in additional rental charges and/or liability for damages to or loss of the Equipment.
9. Termination. Without limiting the other provisions contained herein, Company and Customer may for any reason or for no reason, terminate this Agreement immediately upon notice, but such termination shall not be effective until after the later of the end of Minimum Rental Period or the proper return of the Equipment.
10. Default. Each of the following shall constitute an Event of Default hereunder: (a) Customer fails to make any payment of rent or other amount due to Company when due; (b) Customer fails to return the Equipment to Company after termination; (c) Customer fails to perform or observe any other terms, covenants, or conditions of this Agreement; (d) Any representation or warranty made by Customer herein or other document provided or executed by Customer shall be false or misleading at any time in any material respect; (e) Customer's default in the performance or obligations under any other agreement now existing or hereafter made with Company; (f) Customer ceases doing business as a going concern, transfers all or substantially all of its assets, becomes or is adjudicated insolvent or bankrupt, makes an assignment for the benefit of creditors, or Customer institutes any bankruptcy, insolvency, reorganization, dissolution, liquidation, or similar proceedings; or (g) Company deems itself insecure. Customer shall promptly notify Company of the occurrence of any Event of Default.
11. Remedies. Upon the occurrence of any Event of Default, Company may, with or without notice to Customer, exercise any remedy provided by law or equity or any one or more of the following remedies, as Company in its sole discretion shall elect and such remedies shall be cumulative: (a) Require Customer, at Customer's expense, to return any or all of the Equipment, or Company, at its option, may enter onto Customer's premises and repossess and remove the Equipment, or render the Equipment unusable without removal, and Company shall not be deemed to have committed a trespass by so doing; (b) Declare immediately due and payable all Rents and other amounts due or to become due; (c) Sell by public or private sale, release, hold, retain, or otherwise dispose of the Equipment in any manner Company chooses, free and clear of any claims or rights of Customer and recover from Customer as damages as may be allowed under the Uniform Commercial Code; and (d) Immediately terminate the Agreement upon notice, provided, however, that the exercise of the foregoing remedies by Company shall not constitute a termination of this Agreement (including Customer's obligation to pay rent) unless Company so elects.
12. Substitution of Equipment. Customer acknowledges that the Equipment is held by Company primarily for sale. At any time during the Term Company may substitute for the Equipment any other equipment that performs substantially the same function as the Equipment, and from that point through the remainder of the Term (or unless again substituted) such substitution will constitute the Equipment hereunder. Upon notice, Customer will cause the Equipment to be available for substitution at the location specified in the Order or at such location as the parties may agree and otherwise comply with the terms of this Agreement regarding return of the Equipment. Customer will sign such documents presented by Company evidencing such substitution, the condition of the Equipment returned, and the nature and condition of the substitute Equipment. Customer must update any insurance certificates or other documents to reflect the substitute Equipment.
13. Ownership of Equipment, Assignment & Nature of Transaction. Company retains all right and title to the Equipment. Customer shall not sublease, assign, dispose, or relinquish possession or control of all or any part of this Agreement or the Equipment or any of its rights or obligations without the prior written consent of Company. Company may, without notice to Customer, assign or sell its interest in, grant a security interest in, or otherwise transfer, in whole or in part, this Agreement or any or all of the Equipment or any of its rights, interests, or obligations with respect thereto, to one or more persons. To the extent permitted by law, **Customer shall not assert against any assignee any claim, defense, counterclaim, or set-off that Customer may at any time have against Company**. Customer agrees to defend Company's title and keep the Equipment free of all liens, claims, and encumbrances. It is the intent of Customer and Company that this Agreement is a true lease and not a sale or secured loan.
14. Article III. General Terms – The following terms shall apply to the relationship between Company and Customer, regardless of whether the Equipment is purchased or rented, subject to the conditions set forth:
15. Delivery, Shipping, Acceptance. Customer shall pick up the Equipment at Company's business location specified in the Order ("Company's Location") immediately upon notification that the Equipment is available at Company's location ("Delivery"). If Company agrees in the Order to cause the Equipment to be shipped to Customer and if shipment is delayed due to unavailability of Customer facilities or any other cause, Customer hereby requests and authorizes Company to store the Equipment itself or ship the Equipment to storage of Company's choosing. Customer shall be responsible for and shall reimburse Company for all storage-related charges, including insurance and shipping costs. Company shall be authorized to make partial Delivery or shipments of the Equipment. Promptly after Delivery, Customer shall inspect the Equipment, and unless the actions of Customer otherwise indicate acceptance, the Equipment shall be deemed to be irrevocably accepted by Customer upon the earlier of (a) a reasonable time for inspection (not to exceed three (3) days after Delivery), or (b) actual use of the Equipment by Customer. Company reserves the right, at its sole discretion, to substitute the Equipment with other equipment of the same material functionality.
16. Limitation of Actions, Survival. No action shall be maintained by Customer against Company unless written notice of any claim alleged to exist is delivered by Customer to Company within thirty (30) days after the event complained of first becomes known to Customer, but in no case may any Customer maintain an action against Company unless the same by brought within one (1) year after the cause of action shall accrue. The provisions on the front of this Agreement and Sections 5, 6, 7, 8, 9, 10, 11, 12 and Article III shall survive the termination of this Agreement.
17. Binding Effect. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and each of their respective heirs, administrators, executors, personal representatives, and permitted successors and assigns. Except to the extent prohibited by law, no third party shall be the beneficiary to any of the rights or obligations hereunder (including, but not limited to, warranty obligations).
18. Force Majure. Notwithstanding anything contained herein, Company shall have no obligation or liability and shall not be considered in default hereunder for its failure due to (a) any cause not reasonably within the control of Company, including, but not limited to, fire, explosion, riot, acts of war or terror, acts of God, civil disturbances, floods, earthquakes, and casualties similar in nature to the foregoing, strikes, lock-out, and other labor disturbances, or (b) delays caused by shippers, vendors, or suppliers of Company, or destruction or significant damage to the Equipment. Should events occur which would give rise to Customer's claim that Company is in default hereunder, Customer shall first give Company thirty (30) days written notice of claim during which time Company may cure any claimed default and incur no liability therefore.
19. Taxes. Except for amounts attributable to Company's net income, Customer shall be solely responsible for the amount of all federal, state, and local taxes, duties, imposts, tariffs, or other similar levies arising out of or related to the performance of this Agreement. Customer indemnifies and holds Company harmless from the payment of any such taxes, plus any penalties, interest, or costs connected with the imposition of the same.
20. Additional Remedies, Further Assurance. No failure or delay by Company to exercise any right or remedy hereunder shall operate as a continuing waiver thereof. Additionally, Customer shall be liable for all damages, costs, expenses (including attorneys' fees) incurred or to be incurred by Company by reason of the occurrence of any breach or threatened breach of this Agreement, including any Event of Default, or the exercise of Company's remedies thereto, and all incidental and consequential damages. Without limitation of its other remedies, should Customer fail to perform any obligations hereunder, Company, in its sole option and without obligation, may perform or have performed such obligation on Customer's behalf, and Customer shall be liable for the costs thereof. In order to confirm Company's interest in the Equipment, Customer agrees that this Agreement shall constitute a security agreement for the Equipment, and promptly upon request , Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Company to perfect Company's interest in the Equipment, including but not limited to, any financing statements. Customer hereby irrevocably appoints Company its attorney-in-fact to do such acts and to execute and file all such documents on Customer's behalf, and which power is delegable by Company, which such appointment and power shall be coupled with an interest.
21. Notices. All notices required or permitted under this Agreement shall be in writing and personally delivered or mailed, by certified mail, return receipt requested, and addressed to Company at Company's Location and to Customer in the following preference; the Shipping Location, the address where invoices are sent, any address of any of Customer's places of business, or where Customer may be served by legal process.
22. Choice of Law/Forum. This Agreement shall be governed exclusively by the laws of the State of Kansas with regard to the rules governing conflicts of law. Any action arising out of or related to the Agreement shall be brought exclusively in a court sitting in Sedgwick County, Kansas; but, unless Customer is a "consumer" within the meaning of the Kansas Consumer Protection Act (KSA 50-623, et seq.) as may be in effect from time to time ("KCPA"), the provisions of the KCPA shall not apply to this Agreement or the parties hereto.

Product Quotation

Quotation Number: 28326D028393
Date: 2018-03-27 15:18:47

Ship to	Bobcat Dealer	Bill To
Gunnison County Attn: John Gunnison, CO 81504-6036 Fax: (970)641-8120	Bobcat of the Rockies, Grand Junction, CO 3184 HALL AVENUE GRAND JUNCTION CO 81504-6036 Phone: 970-434-0647 Fax: 970-434-9373 ---------- Contact: Mark Buchanan Phone: (970) 434-0647 Fax: (970) 434-9373 Cellular: (970) 985-6260 E Mail: mbuchanan@bobcatoftherockies.com	Gunnison County Attn: John Gunnison, CO 81504-6036 Fax: (970)641-8120

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600	M1221	1	$48,439.00	$48,439.00
Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Deluxe Operator Canopy includes: Front Window, Rear Window , Front Wipers, and Electrical Power Port Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front Work Lights Full-time Four-Wheel Drive Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light	Hydraulic Dump Box Instrumentation: Hour meter, Job Hours, Speedometer, Tachometer, Fuel Gauge, Engine Temperature Gauge, and Warning Lights Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
Deluxe Road Package	M1221-P01-C01	1	$2,034.00	$2,034.00
Backup Alarm Turn Signals Flashers Tail Lights Brake Lights Rear View Mirror	Side Mirrors Horn Lower Engine Guard Rear Work Lights Headlights			
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	$4,261.00	$4,261.00
High Flow Package	M1221-R03-C02	1	$1,331.00	$1,331.00
29 X 10.5 Trac Tire	M1221-R05-C04	1	$419.00	$419.00
Keyless Ignition	M1221-R06-C02	1	$281.00	$281.00

Heavy Duty Battery	M1221-R07-C02	1	$75.00	$75.00
Attachment Control	M1221-R08-C02	1	$175.00	$175.00
Power Bob-Tach	M1221-R12-C02	1	$919.00	$919.00
Radio Option	M1221-R15-C02	1	$408.00	$408.00
Traction Control	M1221-R16-C02	1	$455.00	$455.00
Interior Trim	M1221-A01-C05	1	$179.00	$179.00
SB200 Snowblower - 60" Width	M7001	1	$4,322.00	$4,322.00
--- 9.6 Hyd Motor Package (25 - 31 gpm)	M7001-R01-C04	1	$1,122.00	$1,122.00

Total of Items Quoted		**$64,420.00**
Sales total before Taxes		**$64,420.00**
Taxes:	No Tax Added	**$0.00**
Quote Total - US dollars		**$64,420.00**

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: _____

Authorized Signature:

Print:_____ Sign:_____ Date: _____