

**NATIONAL TRAILER SOURCE**  
 4212 Red Bluff Rd Pasadena, TX 77503  
 Phone: (713) 920-1000

**PURCHASE AGREEMENT**

**BUYER'S PERSONAL INFORMATION**

Buyer: CITY OF DEER PARK Driver's License No. \_\_\_\_\_  
 Co-Buyer: \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 Phone (H): (713) 254-1320 Phone (W): \_\_\_\_\_ Phone (C): () - \_\_\_\_\_ Email: tfuller@deerparktx.org  
 Street Address: 4100 LUELLA AVE City, State, Zip: DEER PARK, TX 77536  
 Delivery Date: \_\_\_\_\_ Invoice Number: -114985 Salesperson: Greg Oros

**RETAIL UNIT 1**

New/Used/Demo: NEW Year: 2024 Make: Davidson Model: 83X16TATLSPT  
 Odometer: \_\_\_\_\_ Color: BLACK Type: Utility Serial Number: \_\_\_\_\_  
 WGT: \_\_\_\_\_ Length: \_\_\_\_\_ Stock #: \_\_\_\_\_

**RETAIL UNIT 2**

New/Used/Demo: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Odometer: \_\_\_\_\_ Color: \_\_\_\_\_ Type: \_\_\_\_\_ Serial Number: \_\_\_\_\_  
 WGT: \_\_\_\_\_ Length: \_\_\_\_\_ Stock #: \_\_\_\_\_

**LIENHOLDER**

Name: \_\_\_\_\_  
 Address: N/A  
 Phone Number: \_\_\_\_\_  
 Invoice: \_\_\_\_\_

**LIEN PAYOFF**

Payoff To: \_\_\_\_\_ Payoff: N/A

**TRADE 1**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Odometer: \_\_\_\_\_ Color: \_\_\_\_\_ Type: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ WGT: \_\_\_\_\_  
 Length: \_\_\_\_\_ Tag #: \_\_\_\_\_

**TRADE 2**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Odometer: \_\_\_\_\_ Color: \_\_\_\_\_ Type: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ WGT: \_\_\_\_\_  
 Length: \_\_\_\_\_ Tag #: \_\_\_\_\_

**INSURANCE**

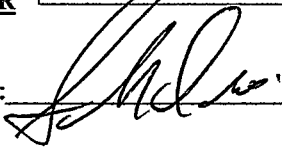
Company: \_\_\_\_\_  
 Agent: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Policy #: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**THIS PURCHASE AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN NATIONAL TRAILER SOURCE AND PURCHASER. NO OTHER REPRESENTATIONS OR INDUCEMENTS, VERBAL OR WRITTEN, HAVE BEEN MADE, WHICH ARE NOT CONTAINED ON THIS PURCHASE AGREEMENT. PURCHASER HAS NOT RELIED ON ANYTHING NOT WRITTEN INTO THIS AGREEMENT EVEN IF ALLEGED TO BE A MISREPRESENTATION. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND THAT PURCHASER HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ON PAGE 2 OF 2, WHICH INCLUDE AN "AS IS" CLAUSE AND CHOICE OF LAW AND FORUM SELECTION CLAUSES INDICATING THAT ALL CLAIMS MUST BE FILED IN TEXAS.**

**I ACKNOWLEDGE THAT I AM PURCHASING THIS UNIT "AS IS," WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER FROM DEALER.**

**ITEMIZATION**

<b>BASE SELLING PRICE</b>	5175.00
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
<b>Theft Protection</b>	N/A
<b>Paint &amp; Fabric</b>	N/A
<b>Total Accessories</b>	N/A
<b>Retail Discount</b>	N/A
<b>Retail Price</b>	5175.00
<b>Trade Allowance</b>	N/A
<b>Trade Payoff</b>	N/A
<b>Net Trade</b>	N/A
<b>Cash Down</b>	N/A
<b>Rebates/Incentives</b>	N/A
<b>Down Payment</b>	N/A
<b>Sub Total</b>	5175.00
<b>State Tax</b>	N/A
<b>County Tax</b>	N/A
<b>City Tax</b>	N/A
<b>VIT</b>	N/A
<b>Total Taxes</b>	N/A
<b>Sub Total</b>	5175.00
<b>Tag/Transfer/Lien</b>	114.25
<b>Administration Fee</b>	150.00
<b>Credit Card Surcharge</b>	N/A
<b>Other Fees</b>	N/A
<b>State Inspection Fee</b>	N/A
<b>Unit Delivery</b>	N/A
<b>Total Fees</b>	264.25
<b>Sub Total</b>	5439.25
<b>Insurance Premium</b>	N/A
<b>Roadside Assistance</b>	N/A
<b>GAP</b>	N/A
<b>Extended Service</b>	N/A
<b>Tire &amp; Wheel</b>	N/A
<b>Total Products/Insurance</b>	N/A
<b>GRAND TOTAL</b>	5439.25
<b>CASH BALANCE</b>	N/A
<b>AMOUNT FINANCED</b>	5439.25

Buyer: \_\_\_\_\_ Date: 09/24/2024 National Trailer Source:  Date: 09/24/2024  
 Co-Buyer: \_\_\_\_\_ Date: 09/24/2024

**ADDITIONAL TERMS and CONDITIONS**

**1. DEFINITIONS.** As used in this Agreement, the term "Dealer" means National Trailer Source. Dealer becomes a party to this Agreement by its acceptance. "Purchaser" means the party initiating this Agreement as stated on the fact of the Agreement. "Manufacturer" means the entity that manufactured the trailer, vehicle, or chassis. Purchaser understands that Dealer and Purchaser are the sole parties to this Agreement. Dealer is not an agent of the Manufacturer.

**2. PRICE CHANGES.** Manufacturer has the right to change the price to Dealer without notice. In the event the price to Dealer of the series or body type purchased is changed by Manufacturer prior to delivery of the vehicle to Purchaser, Dealer has the right to change the Base Selling Price of the vehicle to the Purchaser accordingly. If such Base Selling Price is increased by Dealer, Purchaser may, if dissatisfied with the price, cancel this Agreement. If Purchaser has delivered to Dealer a vehicle as all or part of the payment required, Dealer shall re-deliver the vehicle to Purchaser subject to a reasonable charge for any work performed on the vehicle. If Dealer has sold the trade-in vehicle, Dealer shall pay Purchaser the agreed value of the agreed value.

**3. TRADE-IN APPRAISAL.** If Purchaser provides a vehicle or trailer to trade in as part of the consideration for the vehicle purchased and it is not delivered to Dealer until delivery to Purchaser of the vehicle purchased, the trade-in vehicle shall be re-appraised at that time and such re-appraised value shall on the front of this Agreement, Purchaser may, if dissatisfied with the new price, cancel this Agreement. However, the right to cancel must be exercised prior to delivery to the Purchaser of the vehicle ordered and surrender of the trade-in to the Dealer.

**4. TRADE-IN TITLE AND CONDITION.** Purchaser agrees that Purchaser will deliver to Dealer with any trade-in vehicle, the title to the trade-in vehicle. Purchaser represents that the trade-in is owned by the Purchaser and it is free of damage or abuse and that it is free of any lien, claim, or tax levy. Purchaser acknowledges that all taxes, liens, and levies against the trade-in have been fully paid. If anyone or any governmental agency makes a claim or demand against the trade-in, Dealer may, at its option, either pay it, and Purchaser will reimburse that amount, or Dealer may add the amount to this Agreement as if it had been originally included in the Agreement.

**5. MANUFACTURER'S DESIGN CHANGE.** Manufacturer has the right to change the design of any vehicle, chassis, accessories, or parts thereof at any time without notice and without obligation to make the same or similar change to any vehicle, chassis, accessories, or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. If any such change occurs, Dealer has no obligation to Purchaser to make the same or similar change in any vehicle, chassis, accessories, or parts covered by this Agreement either before or after delivery of the vehicle to Purchaser.

**6. DELAYS IN DELIVERY.** Dealer shall not be liable for a failure to deliver or delay in delivering the vehicle covered by this Agreement if such failure or delay is due, in whole or in part, to any cause beyond the control of, or without the fault or negligence of Dealer.

**7. DAMAGE DISCLOSURE.** Damage to new vehicles may occur at the factory, during transport, or while in possession of Dealer. Damage repaired by Manufacturer prior to delivery to Dealer will not be disclosed as it is generally unknown to Dealer. Dealer will comply with Texas law regarding damages disclosure for new vehicles. Dealer makes no representations as to damages or repairs of used vehicles since Dealer lacks knowledge of the complete vehicle history, and because Dealer sells all vehicles "AS IS," where is, with all faults, and without any warranties or representations whatsoever.

**8. EXCLUSION OF WARRANTIES. "AS IS" PURCHASE.** PURCHASER UNDERSTANDS THAT THE VEHICLE MAY HAVE WRITTEN WARRANTIES COVERING IT, BUT THAT THOSE WARRANTIES ARE OFFERED BY THE MANUFACTURER OF THE VEHICLE, ITS COMPONENTS, AND/OR ITS APPLIANCES. THESE WARRANTIES HAVE BEEN PROVIDED TO PURCHASER, AND PURCHASER HAS READ AND UNDERSTANDS THESE WARRANTIES, IF APPLICABLE. PURCHASER UNDERSTANDS THAT DEALER OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, ON THIS VEHICLE. THIS VEHICLE IS SOLD "AS IS," WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER BY DEALER AND DEALER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BECAUSE DEALER SELLS THE VEHICLE "AS IS" AND WITH NO WARRANTIES, PURCHASER CANNOT RETURN THE VEHICLE TO DEALER, REVOKE OR RESCIND THIS AGREEMENT, OR SEEK A REFUND FROM DEALER FOR ANY REASON. This Purchase Agreement is not a warranty and nothing Dealer does or says creates a warranty, including any pre-delivery inspection. If Purchaser purchases a service contract, it is between the Purchaser and the third-party servicer. Dealer is not a party to any service contract. Because Dealer provides no warranties from the Dealer, any written warranty from a manufacturer of the vehicle, its chassis, its components, or its appliances is Purchaser's sole and exclusive remedy for any problem that Purchaser may have with the vehicle or any of its appliances or components.

**9. LIMITATION AND DISCLAIMER OF DAMAGES.** Except in states that do not allow limitation of damages, the following limitation of damages shall apply. DEALER DISCLAIMS ALL INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, SUCH THAT PURCHASER SHALL NOT BE ENTITLED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM DEALER. Also, since this is an "AS IS" purchase as to Dealer, Purchaser cannot rescind or revoke acceptance of this Agreement or return the vehicle to Dealer. Any potential damages are limited to the lesser of the costs of needed repairs or reduction in the market value of the vehicle caused by the lack of repairs.

**10. INSPECTION, MERGER CLAUSE, AND ACKNOWLEDGEMENT OF NO RELIANCE.** Purchaser has examined the RV or trailer and finds it suitable for Purchaser's particular needs. Purchaser has relied upon Purchaser's own judgment and inspection to determine that the vehicle is suitable, including anything having to do with weight or towing. If this Agreement pertains to a special ordered vehicle, Purchaser has relied solely upon Purchaser's investigation of that type of vehicle and Purchaser's own judgment about the decision to special order a vehicle or purchase a special ordered vehicle. This Agreement contains the entire understanding between the parties, including everything important to the Purchaser. Purchaser has not relied on anything not included in this Agreement, even if alleged to be a misrepresentation or fraudulent inducement. No such representation shall invalidate this Agreement or serve as grounds for Purchaser to revoke it such that Purchaser cannot obtain any relief against Dealer because of any alleged misrepresentation.

**11. WAIVER OF CONSUMER RIGHTS.** PURCHASER WAIVES RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., BUSINESS & COMMERCIAL CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

**12. NON-REFUNDABLE DEPOSIT.** ALL DEPOSITS ARE NON-REFUNDABLE. Dealer agrees to refrain from offering the vehicle described in this Agreement to anyone for sale for 48 hours from when the Purchaser signs this Agreement in exchange for the deposit paid. If the transaction is not completed, Dealer will keep the deposit. Purchaser acknowledges that Dealer may be entitled to other relief as well.

**13. JURY WAIVER. THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY. ON BEHALF OF DEALER AND PURCHASER, THIS WAIVER IS VOLUNTARY, KNOWING, AND MADE WILL FULL AWARENESS OF THE LEGAL CONSEQUENCES.**

**14. APPLICABLE LAW; CHOICE OF LAW; FORUM SELECTION-Texas; TIME LIMITATION FOR FILING.** Each portion of this Agreement shall be interpreted in such a way as to be effective under applicable law. If any provision is invalidated for any reason, the remainder of this Agreement shall remain in full force and effect. Should any dispute arise out of, or relate to, this Agreement, the vehicle sold pursuant to this Agreement, and/or service work on the vehicle, those disputes shall be governed by the substantive laws of the State of Texas, without regard to conflict of law rules. This means that if Purchaser files a claim against Dealer regarding anything with the vehicle, Texas law will control that claim. In addition, Purchaser agrees that the exclusive jurisdiction for deciding any dispute shall be in court with jurisdiction over Wise County, Texas, AND Purchaser will file any claim in a court with jurisdiction over Wise County, Texas. By signing this Agreement, both parties consent to exclusive personal and subject matter jurisdiction in Wise County, Texas. In addition, any claim must be filed within two (2) years of the purchase date, or it will be barred due to the passage of time (statute of limitations).

I have read and accept the above terms and conditions, and acknowledge that I AM PURCHASING THIS UNIT "AS IS," WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER FROM DEALER.

09/24/2024

Date

Buyer

09/24/2024

Date

Co-Buyer

Page 2 of 2

# Nationwide Trailers PA

5319 Spencer Hwy  
Pasadena, TX 77505 US

Phone: (281) 998-0123 Fax: () -  
Email: info@nationwidetrailers.com  
Web site: www.nationwidetrailers.com

# QUOTE - DO NOT PAY

Quote: 04-42512  
Date: 9/23/2024

PO:  
CustId: CITY OF DEER2

Cust Email: apbilling@deerparktx.org  
Phone: (281) 478-7228  
Salesperson: rwilcox  
User: rwilcox

Bill To:  
City Of Deer Park  
Mr Darren Lee Driskell  
710 East San Augustine  
PO Box 700  
Deer Park, TX 77536 US

Ship To:  
City Of Deer Park

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
71863 / 7,000	UN	X-ON X-ON,LS,16X83 Yr: 2024 <b>S/N: 5WWBU1629R6035585</b> New - 16X83,BP2B,231B,355B,S,S4G,BK,4EX,WER,LST Line Discount:	1.0000		\$6,000.00	\$500.00	\$5,500.00
Reg 6-10K GVWR	MC	Registration Fee - 6,001-10K GVWR	1.0000		\$66.50		\$66.50
Title	MC	Texas Title Fee	1.0000		\$36.75		\$36.75
Temp Tag-TX	MC	60 Day Temporary Tag	1.0000		\$5.00		\$5.00
Station Safety	MC	Station Safety Inspection Fee	1.0000		\$7.00		\$7.00
Doc	MC	Document Fee	1.0000		\$150.00		\$150.00
						<b>Total:</b>	<b>\$5,765.25</b>

Totals		<b>Sub Total:</b>	<b>\$5,765.25</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Invoice Total:</b>	<b>\$5,765.25</b>

Signature: \_\_\_\_\_

Cash or Check Price  
Make all checks payable to Nationwide Trailers  
Quote is good for 15 days.

# QUOTE

6060 RED BLUFF

PASADENA, TX 77505

Phone: (281)487-4085

Fax: (281)487-7709

PLEASE REMIT TO:

6060 RED BLUFF PASADENA, TX 77505

Station #3

DATE: 09/23/2024 08:35 AM

PAGE: 1

SOLD CITY OF DEER PARK  
TO: P.O. BOX 700  
DEER PARK, TX 77536

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1.	TH 243672	TRLR 16X83 LANDSCAPE BRKS 7K	5,700.00	5,700.00 N
1.	TS ST205BLK154.5	WHEEL & TIRE 15"BLK.MOD 5/4.5	125.00	125.00
2 Item(s)			<b>Sub Total</b>	<b>5,825.00</b>
			<b>Total</b>	<b>5,825.00</b>

Prepared by: MAP

RETURNS SUBJECT TO 15% RESTOCKING FEE. NO RETURNS AFTER 30 DAYS. 30 DAY WARRANTY ON LABOR