

FIRE ENGINE SALES AGREEMENT

This sales agreement ("Fire Engine Purchase Agreement") is entered into by and between the Storey County Fire Protection District, Storey County, Nevada, ("SCFPD"), and Truckee Meadows Fire Protection District, ("District") organized under Chapter 474 of the Nevada Revised Statutes and is premised upon the following recitals. This Agreement becomes effective when signed by all parties.

RECITALS

WHEREAS, the District owns two 1996 HME Fire Engines VIN # 44KFT4280TWZ18192 and VIN # 44KFT4289TWZ18191 Reserve Engines with 123,937 and 93,111 miles that has reached the end of useful life pursuant to the District's fire engine replacement schedule; and

WHEREAS, these Engines would benefit the SCFPD; and

WHEREAS, SCFPD wishes to purchase and the District wishes to sell the two 1996 HME Fire Engines pursuant to the terms and conditions of this Agreement.

NOW, therefore, based on the above recitals, which are incorporated herein by reference and the other mutual promises contained herein and other good and valuable consideration which SCFPD and District acknowledge, the SCFPD and District agree as follows:

1. **Equipment and Purchase Price.** District is hereby selling to the SCFPD two 1996 HME Fire Engines for the purchase price of \$10,000.00 each (\$20,000.00) which the SCFPD will remit to the District within thirty (30) days after this Agreement is fully executed by all parties. After such payment is received by the District, the District agrees that it will immediately execute all documents necessary to transfer the ownership of the Engine to the SCFPD.

2. **Warranty.** The parties agree that the Engine is being sold to SCFPD "as is" without any express or implied warranty of any type.

3. **Assignment.** This Agreement may not be transferred or assigned by either party, in whole or in part, directly or indirectly, without the prior written consent of the other party. Both parties agree they shall not unreasonably withhold such consent.

4. **Venue.** This Agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the State of Nevada. Any and all disputes arising under this Agreement shall be heard in the appropriate court located in Washoe County, Nevada.

5. **Notices.** All notices and demands regarding this Agreement shall be served in writing on the other party by mailing the notice, via certified mail, or by faxing such notice to below:

Storey County Fire Prot. Dist.
Attention: Fire Chief
PO Box 603
Virginia City, Nevada 89440
775-847-0987 (fax number)

Truckee Meadows Fire Protection Dist
Attention: Fire Chief
3663 Barron Way
Reno, Nevada 89511
775-326-6003

6. **Miscellaneous.**

a. **Third Party Beneficiaries.** No persons other than the parties contained in this Lease are intended to be beneficiaries of the terms and provisions hereof, and no said third parties shall have the right to enforce any provision of this Lease.

b. **Execution in Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

c. **Limited Liability.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases and neither party shall be subject to punitive damages.

d. **Force Majeure.** Neither party shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Lease after the intervening cause ceases.

e. **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Lease or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

f. **Severability.** If any provision contained in this sale is held to be unenforceable by a court of law or equity, this sale shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this sale unenforceable.

g. **Proper Authority.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the obligation set forth herein.

7. **Agreement.** This Agreement is the final Agreement between the parties and may only be amended or altered by a subsequent written Agreement between the SCFPD and the District.

STOREY COUNTY FIRE PROTECTION DISTRICT

Marshall McBride
Marshall McBride
Board of Fire Commissioners, Chairman

10-06-2020
Date

APPROVED AS TO FORM:

By Keith Lewis D.D.A.
Storey County District Attorney

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Bob Lucey
Board of Fire Commissioners, Chairman

Date

ATTEST:

Washoe County Clerk

APPROVED AS TO FORM:

Washoe County Deputy District Attorney