

FIRE ENGINE SALES AND PURCHASE AGREEMENT

This Fire Engine Sales and Purchase Agreement ("Agreement") is entered into by and between the Reno-Tahoe Authority, ("Authority"), a quasi-municipal corporation organized under Chapter 474, Statutes of Nevada 1977, with its principal office at Reno-Tahoe International Authority, 2001 East Plumb Lane, Reno Nevada 89502 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 a 2008 Pierce Contender VIN # 4P1CC01A28A008660, FD505 Reserve Engine with 29,949 miles that has reached the end of its useful life pursuant to the District's fire engine replacement schedule and is authorized to contract for its disposal; and

WHEREAS, the Engine would benefit the Authority, who is authorized to purchase such equipment; and

WHEREAS, Authority wishes to purchase, and the District wishes to sell the 2008 Pierce Contender 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 Authority and District acknowledge, the Authority and District agree as follows:

1. **Equipment and Purchase Price.** District hereby sells to the Authority a 2008 Pierce Contender, VIN # 4P1CC01A28A008660, FD505 Reserve Engine, for the purchase price of \$1.00 which the Authority 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 will immediately execute all documents necessary to transfer the ownership of the Engine to the Authority.

2. **Warranty.** The parties agree that the Engine is being sold to the Authority "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 the following address:

If to Authority:

Reno Tahoe Airport Authority
Attention: President/CEO
2001 E. Plumb Lane
Reno, Nevada 89502

And:

P.O. Bo 12490
Reno, Nevada 89510-2490

If to District:

Truckee Meadows Fire Protection District
Attention Fire Chief
P.O. Box 12490
Reno, Nevada 89511

6. **Miscellaneous.**

6.1 **Third Party Beneficiaries.** No persons other than the parties contained in this sale 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 sale.

6.2. **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.

6.3 **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.

6.4 **Force Majeure.** Neither party shall be deemed to be in violation of this sale 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 sale after the intervening cause ceases.

6.5 **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the sale 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.

6.6 **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.

6.7 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 Authority and the District.

RENO-TAHOE AIRPORT AUTHORITY

Daren Griffin
President/CEO

Date

APPROVED AS TO FORM:

Ann Morgan
General Counsel

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS**

Bob Lucey
Chairman

Date

APPROVED AS TO FORM:

Mary Kandaras
Washoe County Deputy District Attorney