

## FORKLIFT PURCHASE AND SALE AGREEMENT

This Forklift Purchase and sale agreement (“Agreement”) is entered into by and between the City of Sparks, Nevada, a municipal corporation (“City”) on behalf of the Sparks Fire Department, 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 1996 Yale U1263 Forklift Model #GLP050TFNUAE084, Serial #E177B15594U (Forklift) with 5,428 hours, that has reached the end of its useful life pursuant to the District’s fire apparatus replacement schedule; and

WHEREAS, the Forklift would benefit the City; and

WHEREAS, City wishes to purchase, and the District wishes to sell the Forklift 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 City and District acknowledge, the City and District agree as follows:

1. **Equipment and Purchase Price.** District is hereby selling to the City a 1996 Yale U1263 Forklift Model #GLP050TFNUAE084, Serial #E177B15594U for the purchase price of Twenty-Five Hundred Dollars (\$2,500.00) which the City 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 Forklift to the City.
2. **Warranty.** The parties agree that the Forklift is being sold to City “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:

Sparks Fire Department  
Attention: Fire Chief  
1605 Victorian Avenue  
Sparks, Nevada 89431

Truckee Meadows Fire Protection Dist  
Attention Fire Chief  
3663 Barron Way  
Reno, Nevada 89511

6. **Miscellaneous.**

a. **Third Party Beneficiaries.** No persons other than the parties contained in this Sales Agreement 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 Sales Agreement.

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 Sales Agreement 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 Sales Agreement after the intervening cause ceases.

e. **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Sales Agreement 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 Sales Agreement is held to be unenforceable by a court of law or equity, this Sales Agreement 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 Sales Agreement 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 City and the District.

**CITY OF SPARKS**

\_\_\_\_\_  
Walt White, Fire Chief  
Sparks Fire Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Sparks City Attorney

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

\_\_\_\_\_  
Charles A. Moore, Fire Chief  
Truckee Meadows Fire Protection District

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Washoe County Deputy District Attorney

ATTEST:

\_\_\_\_\_  
Washoe County Clerk