

WOOD CHIPPER PURCHASE AND SALES AGREEMENT

This Purchase and Sales Agreement (“Agreement”) is entered into by and between the Washoe County Parks and Open Space Department (“WC Parks”) and Truckee Meadows Fire Protection District, (“District”), organized under Chapter 474 of the NRS and is premised upon the following recitals. This Agreement becomes effective when signed by all parties.

RECITALS

WHEREAS, the District and WC Parks co-purchased a **2007 Morbark Chipper Trailer, VIN # 4S8SZ161X7W070952, FD5060** (“Chipper”) that has reached the end of its useful life pursuant to the District’s Apparatus Replacement Schedule and Wildfire Fuels Management Division; and

WHEREAS, the Chipper has been and would continue to benefit WC Parks; and

WHEREAS, WC Parks already has co-ownership of the vehicle and wishes to retain full ownership, and the District wishes to relinquish the Chipper 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 WC Parks and District acknowledge, the WC Parks and District agree as follows:

1. **Equipment and Purchase Price.** District is hereby relinquishing its share in the vehicle to WC Parks a **2007 Morbark Chipper, VIN # 4S8SZ161X7W070952**, for the purchase price of Zero Dollars (\$0.00). WC Parks had already contributed Fifteen Thousand Dollars (\$15,000) in February of 2007 when the unit was co-purchased, and for the last few years has been solely contributing to the maintenance costs of the vehicle. For monies already contributed over the lifetime of the vehicle, the District agrees that it will immediately execute all documents necessary to transfer the ownership of the joint purchased Chipper solely to WC Parks.
2. **Warranty.** The parties agree that the Chipper is being relinquished WC Parks “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 emailing such notice to below:

Washoe County Parks and Open Space
Attention: Director Eric Crump
1001 E. Ninth St.
Reno, NV 89512
Ecrump@washoecounty.gov

Truckee Meadows Fire Protection District
Attention: Fire Chief Richard Edwards
3663 Barron Way
Reno, Nevada 89511
dway@tmfpd.us

6. **Miscellaneous.**

a. **Third Party Beneficiaries.** No persons other than the parties contained in this 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 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 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 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 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 Agreement is held to be unenforceable by a court of law or equity, this 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 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 MFPD and the District.

WASHOE COUNTY PARKS AND OPEN SPACE DEPARTMENT

Mark Stewart, Purchasing and Contracts Manager
Washoe County Finance

Date

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Richard Edwards, Fire Chief
Truckee Meadows Fire Protection District

Date