# Vehicle and Equipment Proposals



## **BILL OF SALE**

7/28/2025

<u>Customer:</u>		
City Of Burlingame		
501 Primrose Road		
Burlingame		
CA 94010	The state of the s	

ERRAMONTE

Make and Model: 2026 Ford F-350

DESCRIPTION		AMOUNT
VIN # TBD		· · · · · · · · · · · · · · · · · · ·
Selling price - \$50,900.00		
(-) Discount - \$ 4,832.00		
(-) GPC - \$ 1,600.00		44,468.00
(+) Western Truck Fab Body As Per Specification		23,325.00
(+) Documentation Fee		85.00
(+) Electronic Filing Fee		35.00
(+) Vehicle License Fee	•	0.00
(+) California Tire Fee		8.75
Sales tax (Zip Code 94010) (9.625%)		6,533.26
	TOTAL	\$ 74.455.01

This Order Acknowledgement is accepted by:

Customer Signature Dealer Signature

Vaseem Mohammed

Serramonte Ford
Commercial Fleet Sales Department

999 Serramonte Blvd. Colma, CA 94014

T 650.301.7100

M 510.861.7975



## **Towne Ford Commercial and Fleet Sales**

643 Bair Island Road, Suite 300, Redwood City, CA 94063 www.towneford.com 650-366-5749

BUYER		CO-BUYER		Deal #:	109869
CITY OF	BURLINGAME			Deal Type:	Retail
1361 N. C	CAROLAN AVE			Deal Date:	07/25/2025
	AME, CA 94010			Print Time:	11:09am
Cell #:	(650) 619-4081 NONE		Salesnerson:	ORGE IBARRA-BRA	/O
Email:	NONE	VE	HICLE	SKGL IB IK G C BIG	
New	V	#			
Used	Stock #:	Description:	VIN:		Mileage:
Demo		2025 F-150 LIGHTNIN	G PRO		
		TF	<b>LADE</b>		
	AFTERM	MARKETS			
en e					
			Sale Price:		\$ 51,439.65
			Total Financed Aftermarkets:		\$ 0.00
			Total Trade Allowance:		\$ 0.00
			Trade Difference:		\$ 51,439.65
			State & Local Taxes:		\$ 4,951.06
			Total License and Fees:		\$ 43.75
			Total Cash Price:		\$ 56,434.46
			Total Trade Payoff:		\$ 0.00
Total Aff	termarkets:	\$ 0.0	Delivered Price:		\$ 56,434.46
			Cash Down Payment + Deposit:		\$ 0.00
			Sub Total:		\$ 56,434.46
			Extended Service Plan (Warranty):		\$ 2,705.00*
			Total:		\$ 59,139.46

<sup>\*120</sup> months or 100,000 miles PremiumCare \$0 deductible Optional (\$455 included) Note: Subtract \$455 for a \$100 deductible Does not include the following: 1.-Key Services Option (Add \$120) 2.-First day Rental Option (Add \$50) 3.-Enhance Rental Option (Add \$130) 4.-Pickup & delivery Option (Add \$415)



Prepared by: Jorge Ibarra-Bravo

07/25/2025

Towne Ford Sales | 1 - A Bair Island Road Redwood City California | 940632197

## 2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 565

# As Configured Vehicle

**MSRP** Description

**Base Vehicle** 

Base Vehicle Price (W1B) W<sub>1</sub>B

\$49,780.00

**Packages** 

110A

#### Equipment Group 110A Standard

N/C

Includes:

- Transmission: Single-Speed
- Tires: 275/65R18 A/T
- Wheels: 18" Alloy Gloss Black
- Vinyl Bucket Heated Front Seats
- Includes 2-way manual driver/passenger with flow-through console and floor shifter.
- Radio: SiriusXM w/360L

- Radio: SiriusXM w/360L
Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.

- SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply and data rates may apply.

#### **Powertrain**

99U Engine: Dual eMotor - Extended \$5,000.00

Range Battery

Includes single onboard charging level 2 peak charging rate of 11.5kW and 123 kWh usable capacity extended range battery.

Includes:

- GVWR: 8.550 lbs

- Carbon Black Fixed Extended Running Board

Transmission: Single-Speed 44L

Included

NONGV

GVWR: 8,550 lbs

Included



Prepared by: Jorge Ibarra-Bravo

07/25/2025

Towne Ford Sales | 1 - A Bair Island Road Redwood City California | 940632197

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Description

Price Level: 565

As Configured Vehicle (cont'd)

**MSRP** 

Wheels & Tires

STDTR

Tires: 275/65R18 A/T

Included

643

Wheels: 18" Alloy Gloss Black

Included

60S

18" Spare Wheel & Tire

\$175.00

Seats & Seat Trim

V

Vinyl Bucket Heated Front Seats

Included

Includes 2-way manual driver/passenger with flow-through console and floor shifter.

**Other Options** 

145WB

145" Wheelbase

STD

**PAINT** 

Monotone Paint Application

STD

STDRD

Radio: SiriusXM w/360L

Included

Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.

#### Includes:

SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

479

Pro Power Onboard - 9.6 kW

\$1,200.00

Exportable Power

Includes 10 120v outlets, 8 USB outlets, 1 2.4kW circuit for frunk and cab, 2 3.6kW circuits for bed, outlet breakdown (in-cab: 2 120v, 6USB, in-bed: 4 120v, 1 240v, frunk: 4 120v, 2 USB).

96W

Tough Bed Spray-In Bedliner

\$625.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jorge Ibarra-Bravo

07/25/2025

Towne Ford Sales | 1 - A Bair Island Road Redwood City California | 940632197

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 565

As Configured Vel	nicle (cont'd)	
Code	Description	MSRP
	Ford accessory.	
Fleet Options		
85H	Back-Up Alarm System	\$230.00
	Requires valid FIN code.	
18D	Carbon Black Fixed Extended Running Board	Included
	Requires valid FIN code.	
<b>Exterior Color</b>		
YZ_01	Oxford White	N/C
Interior Color		
VS_01	Medium Dark Slate w/Vinyl Bucket Heated Front Seats	N/C
SUBTOTAL		\$57,010.00
Destination Charge		\$2,195.00
TOTAL MSRP		\$59,205.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

3





7/28/2025

<u>Customer:</u>	
City Of Burlingame	
501 Primrose Road	
Burlingame	
CA 94010.	

Make and Model: 2025 Ford Ranger

DESCRIPTION		A	MOUNT
VIN # TBD			
(-) Discount - \$ 2,553.35			
(-) GPC - \$ 1,300.00			33,271.65
(+) Documentation Fee			85.00
(+) Electronic Filing Fee			35.00
(+) Vehicle License Fee			0.00
(+) California Tire Fee			8.75
Sales tax (Zip Code 94010) (9.625%)			3,210.58
	TOTAL	\$	36.610.98

This Order Acknowledgement is accepted by:

Customer Signature

Dealer Signature

Vaseem Mohammed

**Serramonte Ford** 

Commercial Fleet Sales Department 999 Serramonte Blvd. Colma, CA 94014 T 650.301.7100

M 510.861.7975



Quote Id: 33200811

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050 408-727-5660 pyoung@belkorpag.com

Prepared For:

### **CITY OF BURLINGAME**



#### **Proposal For:**

**Delivering Dealer:** Sherman Jr James

Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050

408-727-5660 pyoung@belkorpag.com

Quote Prepared By: Sherman Jr James jsherman@belkorpag.com

Date: 21 July 2025 Offer Expires: 29 August 2025



# ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050 US

# ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050 408-727-5660 pyoung@belkorpag.com

#### **Quote Summary**

**Prepared For:** 

CITY OF BURLINGAME 1361 N CAROLAN AVE BURLINGAME, CA 94010 Business: 650-696-7245 Belkorp Ag, LLC
Sherman Jr James
2715 Lafayette Street
Santa Clara, CA 95050
Phone: 408-727-5660
jsherman@belkorpag.com

 Quote Id:
 33200811

 Created On:
 21 July 2025

 Last Modified On:
 24 July 2025

 Expiration Date:
 29 August 2025

Equipment Summary Selling Price Qty Extended

JOHN DEERE 344 P-Tier Compact \$ 177,160.93 X 1 = \$ 177,160.93

Wheel Loader -

1LU344PAVZB079616

Contract: C&F Sourcewell #011723 (PG CV CG 73) CCE

**Price Effective Date:** 

Equipment Total \$ 177,160.93

Trade In Total		\$ 0.00
* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total Trade In	\$ 177,160.93
	SubTotal	\$ 177,160.93
	Sales Tax - (9.625%)	\$ 17,051.74
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 194,212.67
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 194.212.67

Salesperson: X Accepted By: X



# **Selling Equipment**

Customer Name: CITY OF BURLINGAME Quote Id: 33200811

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050 408-727-5660

pyoung@belkorpag.com

## JOHN DEERE 344 P-Tier Compact Wheel Loader - 1LU344PAVZB079616

Hours: 0

**Stock Number:** 55240

Contract: C&F Sourcewell #011723

Selling Price \* \$ 177,160.93 (PG CV CG 73) CCE

\* Price per item - includes Fees and Non-contract items

	" Price per item - includes Fees and Non-contract items						
Code	Description	Qty	List Price	Discount%		Contract	Extended Contract Price
01J0T	JOHN DEERE 344 P FOUR	1	\$	26.00	<b>Amount</b> \$ 53,106.82	Price \$	\$ 151,150.18
01301	WHL DRIVE LOADER 01J0T	'	204,257.00	20.00	Ψ 33, 100.02	151,150.18	Ψ 131,130.10
		Sta	indard Optio	ns - Per Unit		,	
183B	LESS JDLINK	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	DESTINATION CODE US	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0259	OPERATORS MANUAL ENGLISH	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0452	HIGH LIFT Z-BAR LINKAGE	1	\$ 3,518.00	26.00	\$ 914.68	\$ 2,603.32	\$ 2,603.32
0506	AG/WASTE HANDLER LOADER	1	\$ 7,846.00	26.00	\$ 2,039.96	\$ 5,806.04	\$ 5,806.04
0950	LESS VISION SYSTEM	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1100	LESS OBSTACLE INTELLIGENCE	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	HYDRO W/2 SPD TRANS-HI SPD	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4007	FT4 ENGINE	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5312	17.25R25 MICHELIN XHA2	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6052	HALOGEN WORK LIGHTS	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
7404	HYDRAULIC COUPLER ISO STYLE	1	\$ 7,356.00	26.00	\$ 1,912.56	\$ 5,443.44	\$ 5,443.44
7802	BUCKET ISO 2.0 M3 (2.6 YD3)	1	\$ 8,276.00	26.00	\$ 2,151.76	\$ 6,124.24	\$ 6,124.24
	Standard Options Total		\$ 26,996.00		\$ 7,018.96	\$ 19,977.04	\$ 19,977.04
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
	value Audeu Services Total		·	2442		φ U.UU	ֆ <b>U.</b> UU
	Eroight	4	Other Ch	arges		¢ 4 002 74	¢ 4 002 74
	Freight	1	\$ 4,883.71			\$ 4,883.71	\$ 4,883.71



# **Selling Equipment**

Quote Id: 33200811 Customer Name: CITY OF BURLINGAME

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Belkorp Ag, LLC
2715 Lafayette Street

Santa Clara, CA 95050 US ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Belkorp Ag, LLC 2715 Lafayette Street Santa Clara, CA 95050

408-727-5660

pyoung@belkorpag.com

Customer Setup	1	\$ 1,150.00		\$ 1,150.00	\$ 1,150.00
Suggested Price					\$ 177,160.93
Total Selling Price		\$	\$ 60,125.78	\$	\$ 177,160.93
		237,286.71		177,160.93	



#### 1450 Doolittle Dr. · San Leandro · CA · 94577 TEL: (510) 562-0653 www.SonsrayMachinery.com

Ship To: City Of Burlingame 1361 North Carolan Avenue Burlingame CA 94010-2401 Invoice To: City Of Burlingame 1361 North Carolan Avenue Burlingame CA 94010-2401 San Leandro July 30, 2025 BP0006440

rcontreras-0118 650-558-7223 Purchase Order:

Sales Person: Ricardo Contreras

Attention: ANTHONY MARTIN

#### **EQUIPMENT QUOTE/SALES ORDER**

2025 CASE 580SN

Serial #: Factory Order Stock #: 702084589 - Quotation

\$133,742.16

Sourcewell Contract #011723-CNH - Customer Account #1625 List Price \$185,753,00 - Less Sourcewell Discount 28% = Sale Price \$133,742,16

New Case 580 Super N Engine: FPTF5BFL413B Horse Power: 97hp

Transmission: 4WD Power Shuttle Front Wheels:12x16.5, LUG Tread Tires (2) Back Wheels: Rear Tires 19.5LX24, 10 PR STD

BHOE PERFORMANCE PKG: EHOE & Hyd Pkg- 1 or 2 way AUX

Front Ballast: Heavy Front CWT, Extndhoe

Backhoe Controls: Standard 4-stick controls w/foot swing

Backhoe Coupler: Coupler, Hyd. pin and release Stabilizer Pads: Combination flip-over pads Ldr Performance Pkg: Ride Ctrl, Cmft Str & 3SPL Pkg Loader Bucket: 82" 4-1 combination bucket, 1.03 cu. yd. Rollover Protective Structure: 2 Door Cab w/ Heat and A/C

Operator Seat: Premium heated seat w/air ride

Ride Control: Auto Ride Control Lights: LED Light Package

Base Extended Limited Warranty Coverage 1 Year/Unlimited Hour Full Coverage Base Limited Warranty 2 Year/2,000 Hour Extended Limited Engine Warranty

Extended Warranty: PPP-Premier 48/3000

SiteWatch Telematics: 5 Year Customer Subscription

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to

protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature	Sales Consultant _		Date
Print Name	Date	Accepted By	Date

SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

FORK HOOKS + INSTALL + 60" BAR-STYLE FORK SET	\$5,000.00
FACTORY/DELIVERY FREIGHT & FACTORY LOAD FEES	\$4,800.00
3% TARIFF FEE	\$4,250.00
PPP - Premier 48/4000	\$3,910.00
Final PDI	\$2,250.00
Quoted Price	\$153,952.16
Sales Tax 9.63%	\$14,032.50
Processing Fee	\$ 399.00
CA Tire Tax	\$ 7.00

\$168,390.66

Cash Due or Finance Amount

<sup>\*\*\*</sup> MACHINE QUOTED IS SUBJECT TO AVAILABILITY \*\*\*

<sup>\*\*\*</sup>Quote Expires 8/31/2025

<sup>\*\*\*</sup> QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES \*\*\*

- 1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
- 2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
- 3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
- 4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
- 5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filling district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
- 6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
- 7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
- 8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
- 9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
- 10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
- 11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.