



JOHN DEERE

SHOPPA'S



JOHN DEERE

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
East Bernard, TX 77435
979-335-4887
onlinesales@shoppas.inc

Quote Summary

Prepared For:

FORT BEND COUNTY PARKS
7714 FM 359 RD
RICHMOND, TX 77406
Business: 832-471-2773
[REDACTED]@FBCTX.GOV

Delivering Dealer:

Shoppa's Farm Supply, Inc.
Scotty Adams
625 N Sh 60 Hwy
East Bernard, TX 77435
Phone: 979-335-4887
Mobile: 979-240-8969
sadams@shoppas.inc

Quote ID: 31972217

Created On: 13 November 2024

Last Modified On: 18 November 2024

Expiration Date: 13 December 2024

Equipment Summary

Selling Price

Qty

Extended

2024 JOHN DEERE Z994R Diesel
Commercial ZTrak -
1TC994RDKRS080073

\$ 18,355.26 X

1 =

\$ 18,355.26

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date:

2024 JOHN DEERE Z994R Diesel
Commercial ZTrak -
1TC994RDHRS080082

\$ 18,355.26 X

1 =

\$ 18,355.26

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date:

2024 JOHN DEERE Z994R Diesel
Commercial ZTrak -
1TC994RDEERS080083

\$ 18,355.26 X

1 =

\$ 18,355.26

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date:

Equipment Total

\$ 55,065.78

* Includes Fees and Non-contract items

Quote Summary

Equipment Total

\$ 55,065.78

Trade In

Salesperson : X _____

Accepted By : X _____

Confidential

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SubTotal	\$ 55,065.78
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 55,065.78
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 55,065.78

Salesperson : X _____

Accepted By : X _____

Confidential



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Selling Equipment

Quote Id: 31972217

Customer Name: FORT BEND COUNTY PARKS

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

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Cary, NC 27513
FED ID: 36-2382580
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2024 JOHN DEERE Z994R Diesel Commercial ZTrak - 1TC994RDKRS080073

Hours: 0

Stock Number: 555180

Contract: Sourcwell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *
\$ 18,355.26

Price Effective Date:

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	JOHN DEERE Z994R 72" DSL TWEEL SUS SEAT	1	\$ 21,839.00	23.00	\$ 5,022.97	\$ 16,816.03	\$ 16,816.03
Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1041	72"DK TWEEL TIRE	1	\$ 1,249.00	23.00	\$ 287.27	\$ 961.73	\$ 961.73
1506	72" DECK	1	\$ 750.00	23.00	\$ 172.50	\$ 577.50	\$ 577.50
2093	SUSP SEAT	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,999.00		\$ 459.77	\$ 1,539.23	\$ 1,539.23
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 23,838.00		\$ 5,482.74	\$ 18,355.26	\$ 18,355.26

2024 JOHN DEERE Z994R Diesel Commercial ZTrak - 1TC994RDHRS080082

Equipment Notes:

Hours: 0

Stock Number: 555181

Selling Price *
\$ 18,355.26

Contract: Sourcwell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date:

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

**JOHN DEERE****SHOPPA'S****JOHN DEERE**

Selling Equipment

Quote Id: 31972217

Customer Name: FORT BEND COUNTY PARKS

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
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979-335-4887
onlinesales@shoppas.inc

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	JOHN DEERE Z994R 72" DSL TWEEL SUS SEAT	1	\$ 21,839.00	23.00	\$ 5,022.97	\$ 16,816.03	\$ 16,816.03
Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1041	72"DK TWEEL TIRE	1	\$ 1,249.00	23.00	\$ 287.27	\$ 961.73	\$ 961.73
1506	72" DECK	1	\$ 750.00	23.00	\$ 172.50	\$ 577.50	\$ 577.50
2093	SUSP SEAT	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,999.00		\$ 459.77	\$ 1,539.23	\$ 1,539.23
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 23,838.00		\$ 5,482.74	\$ 18,355.26	\$ 18,355.26

2024 JOHN DEERE Z994R Diesel Commercial ZTrak - 1TC994RDEERS080083**Equipment Notes:**

Hours: 0

Stock Number: 553605

Selling Price *

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

\$ 18,355.26

Price Effective Date:

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	JOHN DEERE Z994R 72" DSL TWEEL SUS SEAT	1	\$ 21,839.00	23.00	\$ 5,022.97	\$ 16,816.03	\$ 16,816.03
Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1041	72"DK TWEEL TIRE	1	\$ 1,249.00	23.00	\$ 287.27	\$ 961.73	\$ 961.73
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2093	SUSP SEAT	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,999.00		\$ 459.77	\$ 1,539.23	\$ 1,539.23

Confidential



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Selling Equipment

Quote Id: 31972217 Customer Name: FORT BEND COUNTY PARKS

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Cary, NC 27513
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979-335-4887
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Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Total Selling Price	\$ 23,838.00	\$ 5,482.74	\$ 18,355.26 \$ 18,355.26



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a
signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax
exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Scotty Adams

Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
East Bernard, TX 77435

Tel: 979-335-4887

Mobile Phone: 979-240-8969

Fax: 979-335-6569

Email: sadams@shoppas.inc

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Reyes, Mike

From: Jiang, Ling
Sent: Wednesday, November 13, 2024 11:53 AM
To: Reyes, Mike
Cc: Lopez2, Elva
Subject: Parks _ FY2025 Debt Financed Items

Hi Mike,

I have verified with Elva regarding Park's capital equipment items that are approved for debt finance in FY2025. Below are the details:

Department	Description	Notes	Amount	Unique ID#
Parks	John Deere 325G Compact Track Loader	For use at Kitty Hollow Park	\$ 60,600.00	25B-108-PK-LOADE
Parks	John Deere 4052 Compact Utility Tractor	For use at Freedom Park	\$ 52,000.00	25B-108-PK-TRACT
Parks	John Deere Z994R Diesel Zero Turn Mowers	Replace Toro mowers at Kitty Hollow, Jones Creek, Bates Allen	\$ 53,634.00	28B-108-PK-MOWER
Parks	Cat Z-34/22 IC Manlift	For tree trimming, light bulb replacement, roof access throughout parks department	\$ 66,000.00	25B-108-PK-MLIFT

Regards,

Ling Jiang, CPA
Accountant
Fort Bend County Auditor's Office
Phone: (346) 481-6103
Email: Ling.Jiang@fbctx.gov



Reyes, Mike

From: Jiang, Ling
Sent: Wednesday, November 13, 2024 11:53 AM
To: Reyes, Mike
Cc: Lopez2, Elva
Subject: Parks _ FY2025 Debt Financed Items

Hi Mike,

I have verified with Elva regarding Park's capital equipment items that are approved for debt finance in FY2025. Below are the details:

Department	Description	Notes	Amount	Unique ID#
Parks	John Deere 325G Compact Track Loader	For use at Kitty Hollow Park	\$ 60,600.00	25B-108-PK-LOADE
Parks	John Deere 4052 Compact Utility Tractor	For use at Freedom Park	\$ 52,000.00	25B-108-PK-TRACT
Parks	John Deere Z994R Diesel Zero Turn Mowers	Replace Toro mowers at Kitty Hollow, Jones Creek, Bates Allen	\$ 53,634.00	28B-108-PK-MOWER
Parks	Cat Z-34/22 IC Manlift	For tree trimming, light bulb replacement, roof access throughout parks department	\$ 66,000.00	25B-108-PK-MLIFT

Regards,

Ling Jiang, CPA
Accountant
Fort Bend County Auditor's Office
Phone: (346) 481-6103
Email: Ling.Jiang@fbctx.gov



MUSTANG CAT		<h2 style="margin: 0;">New Machine Sales Agreement</h2>		MUSTANG CAT Rental	
REF# Q-22139		MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 PHONE: (800) 256 - 1001			
SOLD TO	CUSTOMER	Fort Bend County Parks Dept Auditors Office		SHIP TO	
	STREET ADDRESS	301 Jackson Suite 533			
	CITY/STATE	Richmond/TX			/
	POSTAL CODE	77469			
	COUNTY/ COUNTRY				
	PHONE NUMBER	281-896-6002			
	EMAIL	david.may@fortbendcountytexas.gov			
	CUSTOMER CONTACT	EQUIPMENT	David May	F.O.B. AT:	
		PRODUCT			
		SUPPORT			
	INDUSTRY CODE			SHIP VIA:	
	PRINCIPAL WORK CODE				
CUSTOMER NUMBER: 0212055		SALES TAX EXEMPTION NUMBER (IF APPLICABLE):		CUSTOMER PO NUMBER:	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: GENIE		MODEL: Z-34/22 IC		YEAR:	
ID NUMBER:		SERIAL NUMBER:		SMU:	
Z-34/22 IC		GENIE		\$78,645.54	
Total Machine List Price: \$78,645.54					
Dealer Discount:					
\$6,795.54					
Quote Notes					
Quote valid 30 days. COI.					

TRADE-IN EQUIPMENT				TERMS OF SALE	
MODEL:	YEAR:	SERIAL NUMBER:		SUB TOTAL	\$71,850.00
PAYOUT TO:	AMOUNT: \$0.00	PAID BY:		HEAVY EQUIPMENT TAX	\$0.00
MODEL:	YEAR:	SERIAL NUMBER:		SALES TAX	\$0.00
PAYOUT TO:	AMOUNT:	PAID BY:		DOC FEE	\$0.00
MODEL:	YEAR:	SERIAL NUMBER:		DIESEL SURCHARGE	\$0.00
PAYOUT TO:	AMOUNT:	PAID BY:		TOTAL CASH PRICE	\$71,850.00
<p>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</p> <p style="text-align: center;">PREVENTATIVE MAINTENANCE AGREEMENT</p>				CASH WITH ORDER	\$0.00
				TRADE IN ALLOWANCE	\$0.00
				TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
				UNPAID BALANCE OF TRADES	\$0.00
				Invoice - Downpayment + Trade in Allowance	\$71,850.00
				TOTAL AMOUNT TO BE FINANCED	\$71,850.00
EQUIPMENT WARRANTY					
<p>Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.</p>					

WARRANTY TERM	Month CAT Work Tools Warranty 12 Months/Unlimited Hours	CUSTOMER INITIAL.
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IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE _____
ORDER
RECEIVED
BY Stuart Newton
SIGNATURE _____
TITLE OSR

DATE _____
CUSTOMER NAME _____
CUSTOMER SIGNATURE _____
TITLE _____

TERMS AND CONDITIONS

- 1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
- 2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
- 3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
- 4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
- 6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
- 7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.
- 8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
- 9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
- 10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
- 13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**
- 14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.
- 15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
- 16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

100660100 - PARKS

Vehicle Request

VEHICLE		QTY	Unit Price	TOTAL
Truck - 3/4 ton,ext cab,SWB,vinyl,pwr	X127	1	\$ 53,000	\$ 53,000
Truck - 3/4 ton,ext cab,SWB,vinyl,pwr	WO90	1	\$ 53,000	\$ 53,000
Mid-Sized Sedan - Non-Police Package, 4-dr sedan	New Positions	2	\$ 28,500	\$ 57,000
Truck - 3/4 ton,ext cab,SWB,vinyl,pwr	New Position	1	\$ 53,000	\$ 53,000
Mid-Sized Sedan - Non-Police Package, 4-dr sedan	New Position - only needs one of these two vehicles	1	\$ 28,500	\$ 28,500
Utility vehicle,Explorer,cloth,pwr		0	\$ 53,000	\$ -
Vehicles Total				\$ 244,500
VEHICLE EQUIPMENT		QTY	Price	TOTAL
Coutny Seals Truck - 3/4 ton,ext cab,SWB,vinyl,pwr	X127	1	\$ 48	\$ 48
County Seals Truck - 3/4 ton,ext cab,SWB,vinyl,pwr	WO90	1	\$ 48	\$ 48
County Seals Mid-Sized Sedan - Non-Police Package	New Positions	2	\$ 48	\$ 96
Coutny Seals Truck - 3/4 ton,ext cab,SWB,vinyl,pwr	New Position	1	\$ 48	\$ 48
Mid-Sized Sedan - Non-Police Package, 4-dr sedan	New Position - only needs one of these two vehicles	1	\$ 48	\$ 48
Utility vehicle,Explorer,cloth,pwr				\$ -
Vehicle Upfitting Total				\$ 192
Grand Total				\$ 244,692

Not Recommended
Recommend
Recommend transfer from OEM
Recommend
Recommend
Not Recommended

Not Recommended
Recommend
Recommend transfer from OEM
Recommend
Recommend
Not Recommended

Debt Finance

Item	Moved to P&E	Quantity	Unit Cost	Total
Kawasaki Mule SX for use at Kitty Hollow Park		0	\$ 8,200	\$ -
John Deere 636M 19HP 36" Mower for use at Freedom Park		0	\$ 8,700	\$ -
John Deere 325G Compact Track Loader for use at Kitty Hollow Park		0	\$ 60,600	\$ -
John Deere 4052 Compact Utility Tractor for use at Freedom Park		0	\$ 52,000	\$ -
John Deere FC12E Flex Wing Rotary Cutter Qty. 3 for use at Kitty Hollow, Bates Allen, & Freedom		0	\$ 15,334	\$ -
Ameritrail GNLS32-24DKC2LP Gooseneck Trailer for use at Freedom Park		0	\$ 18,000	\$ -
John Deere Z994R Diesel Zero Turn Mowers to replace worn Toro Mowers at Kitty Hollow, Jones Creek, Bates Allen, and Freedom Parks		3	\$ 17,878	\$ 53,634
Advance SC1500R Floor Scrubber for use at new Boys & Girls Club-Rosenberg		\$	11,000	\$ -
Genie AWP-36S 36' Aerial Lift for use at Pecan Grove Gym and othe		0	\$ 16,000	\$ -
Cat Z34/22 IC Manlift for tree trimming, light bulb replacement, roo		1	\$ 66,000	\$ 66,000
				\$ 119,634

Moved to Parks Budget
Moved to Parks Budget
Not Recommended
Not Recommended
Moved to Parks Budget
Not Recommended
Recommended \$ 43,234
Moved to Parks Budget \$ 53,634
Not Recommended \$ 96,868
Recommended

Capital Improvement Projects (CIP)

Description	Quantity	Unit Cost	Total
Parks Bond Project Management Software	1	\$ 80,000	\$ 80,000
Parks AI Attendance Tracking Software	1	\$ 77,000	\$ 77,000
			\$ 157,000

Recommend to add to Parks Bond
Recommend to add to Parks Bond