

VEHICLE SALES AGREEMENT

THIS VEHICLE SALES AGREEMENT is made this 26th day of May, 2026, between the City of Elkhart, acting by and through its Board of Works located at 229 S. Second Street, Elkhart, IN 46516 (hereinafter known as "Seller") and the City of South Bend, acting by and through its Board of Public Works for the benefit of its Fire Department 1222 S. Michigan Street South Bend IN 46610 (hereinafter known as "Buyer"). Buyer and Seller shall collectively be known herein as "the Parties".

BACKGROUND

WHEREAS, Seller desires to sell the vehicle described below, known herein as the "Acquired Vehicle", under the terms and conditions set forth below;

WHEREAS, the Buyer desires to purchase the vehicle under authority set forth in Indiana Code 5-22-10-5;

WHEREAS, Buyer desires to purchase the Acquired Vehicle offered for sale by Seller under the terms and conditions set forth below; and, therefore,

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

A. Description of Acquired Vehicle.

1. Make: Sutphen
2. Model: Aerial Apparatus
3. Body Type: Quint
4. Body Color: Red Multi color
5. Year: 2017
6. Miles: 61,528
7. Vehicle Identification Number ("VIN"): 1SA9A3LNE7H2003003

B. Consideration.

1. Purchase Price. The total purchase price to be paid by Buyer to Seller for the Acquired Vehicle is Five Hundred and Forty Thousand Dollars (\$540,000) (U.S.) (hereinafter "Purchase Price") consisting of the following components:
 - i. Payment Due at Delivery of Vehicle to Buyer: \$ 540,000
2. The "payment due at delivery" is to be made by Buyer to Seller through another instrument acceptable to Seller.
3. Delivery of Acquired Vehicle and Conveyance of Title
4. Delivery of Acquired Vehicle. Seller shall deliver the Acquired Vehicle, and Buyer shall take possession of same, at Seller's premises on a mutually agreed date, but no later than ___ ("Delivery Date"). If delivery is to be made at a date after the execution of this contract, it is Seller's duty to ensure that the Acquired Vehicle is delivered in the same condition as when last inspected by the Buyer (or, if no Buyer inspection, the execution date of this agreement). It is Buyer's duty, either in person or through a third party, to appear at Seller's premises during standard business hours on or before the Delivery Date to remove the Acquired Vehicle from Seller's premises. However, if

Buyer fails to appear at Seller's premises on or before the Delivery Date to accept possession of the Acquired Vehicle, then risk of loss passes to the Buyer on the Delivery Date.

5. Conveyance of Title. Seller shall convey title to Buyer upon delivery of the vehicle to Buyer. Seller agrees and covenants to execute all documents presented by Buyer which are necessary to finalize transfer of title and registration upon the Acquired Vehicle to Buyer. Seller represents that it holds good and marketable title, free and clear of all liens and encumbrances.

C. Representations, Warranties, and Disclosures

1. Warranties.

This vehicle is sold "AS IS", and Seller does not in any way, expressly or impliedly, give any warranties to Buyer. Seller expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose. Notwithstanding the foregoing AS IS provision, Seller hereby represents that it has disclosed to Buyer all known material defects of which Seller is aware and shall provide Buyer with available maintenance and service records in Seller's possession.

2. Odometer Declaration. Seller hereby states that the odometer in the Acquired Vehicle now reads ___ miles and to the best of Seller's knowledge it reflects the actual mileage of the vehicle described herein.
3. **Buyer Representation**. The individual signing this agreement on behalf of Buyer hereby represents to Seller that he or she has the power and authority to do so on behalf of Buyer.

D. Buyer's Responsibility — Insurance and Tags. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the Acquired Vehicle shall be canceled upon delivery of the Acquired Vehicle to, and the acceptance of, by Buyer.

E. Continuation of Representations and Warranties. All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this agreement. If either party later learns that a warranty or representation that it made is untrue, it is under a duty to promptly disclose this information to the other party in writing. No representation or warranty contained herein shall be deemed to have been waived or impaired by any investigation made by or knowledge of the other party to this Agreement.

F. Indemnification of Attorney's Fees. and out-of-pocket costs. Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorney's fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out- of-pocket costs", as used in this contract, shall not include lost profits.

G. Integration. This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

H. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not

to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

- I. **Modification.** Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
- J. **Acknowledgements.** Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.
- K. **Exclusive Jurisdiction for Suit in Case of Breach.** The Parties, by entering into this agreement, submit to jurisdiction in the State of Indiana for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of Elkhart or St. Joseph County shall have **exclusive** jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.
- L. **State Law.** This Agreement shall be interpreted under, and governed by, the laws of the state of Indiana.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Seller and Buyer affix their signatures hereto.

BUYER

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member

Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: May 26, 2026

SELLER

City of Elkhart Board of Public Works

Signature _____

Printed Name _____

Position _____

City of Elkhart Board Clerk
