

TRUCKS & PARTS



TRUCK PURCHASE AGREEMENT

VEHICLE AND CUSTOMER DESCRIPTION:

Stock #: TW1150436RL Customer T/M#: CUST-00332 Salesman: Matt Locke Date: 6/6/2016
 Company: City of Fort Lauderdale Contact: Melissa Doyle
 Address: P.O. Box 14250 City, State & Zip: Fort Lauderdale, FL 33302
 Phone: (954) 828-5781 Cell Phone: Fax: Email address: mdoyle@fortlauderdale.gov
 Year: 2007 Make: Mack Model: LE613 VIN: 1M2AC07CX7M012067
 Odometer: 54084 Body Type: Rear Loader Body Make: Heil
 Capacity: 25 Body Model: Split Body Body Serial #: FP5411393
 Projected Delivery Date:

Terms of Sale:

1. Base Purchase Price: \$ 136,752.00

2. Summary of Extras:

Two Bayne BTL 1110 model tippers added
 24 month/200K mile Engine/Transmission/Rear End Aftermarket Extended Warranty

3. Total Extras \$ 2,844.00

4. Total Cash Price (Line 1 plus Line 3) \$ 139,596.00

5. Net Trade-in:

A. Trade-in Allowance on:

 (type unit, make, model, serial #)

B. Less amount due on trade:

 (Name of Lender)

6. Net Amount of Trade-In (Line 5A minus Line 5B): \$ 0.00

7. Cash Price less Net Trade-In (Line 4 minus Line 6): \$ 139,596.00

8. Environmental Fee: Tires (Qty) ____ x \$1.00 Batteries (Qty) ____ x \$1.50 \$ 0.00

9. Sales Tax: (Taxable amount: Line 4 minus Line 5A plus Line 8)

A. Florida State _____ x 6.0% = \$
 plus

B. County Surtax 5,000.00 x \$
 (Up to \$5000)

Total Sales Tax: \$ 0.00

Sales Tax Affidavit Obtained: Yes

10. Federal Excise Tax: (Taxable amount: Line 4) _____ x 12% = \$ 0.00

11. Title & Registration Fee: (GVW: 76,000) \$ 0.00

12. Delivery charge (check one):

FOB	X	FOB Location	Destination	Freight Included in Price	Delivery Charged to Customer	X	\$
							750.00

13. Extended Warranty: \$ 0.00

14. Total Amount Due From Customer: \$ 140,346.00

15. Payment Information:

A. Deposit \$ 0.00

B. Amount Financed \$

 (Name of Lender) (Contact Name & Phone Number)

C. BALANCE DUE PRIOR TO DELIVERY OR SHIPMENT \$ 140,346.00

(Line 14 minus Lines 15 A & B)



1015 South 50th Street, Tampa, FL 33619
USA TOLL FREE 1-888-488-8889
Local Phone (813) 247-6637 • FAX (813) 247-4465
www.trucksandparts.com Dealer License # VI10072561

INVOICE

Date: 6/6/2016

SOLD TO/SHIP TO:

City of Fort Lauderdale
P.O. Box 14250
Fort Lauderdale, FL 33302

REMIT TO:

Trucks & Parts of Tampa, Inc.
1015 S. 50th Street
Tampa, FL 33619

2007 Mack LE613 VIN: 1M2AC07CX7M012067	\$136,752.00
Heil Split Body Capacity: 25 Rear Loader Body	
S/N: FP5411393	
Truck sold as-is, where is: RDO condition	
Extended Warranty-24 month/200,000 mile	\$2,844.00
Delivery Charge	\$750.00

TOTAL DUE: \$140,346.00



OF TAMPA

1015 South 50th Street, Tampa, FL 33619

USA TOLL FREE 1-800-488-8889

Local Phone (813) 247-6636 • FAX (813) 247-4465

www.trucksandparts.com

Date: 6.14.16

To Whom it May Concern,

Trucks & Parts is including a chassis extended warranty provided by American Truck Protection, LLC. The terms and conditions of said extended warranty are attached in Sample format. These will be the same terms and conditions that the City is subject to for the truck provided by Trucks & Parts. Thank you again for your business as we look forward to providing you with quality products and services.

Should you have any questions or concerns, please feel free to contact me at (813) 247-2267.

Sincerely,

Matt Locke
GM/VP
Trucks & Parts



Engine, Transmission and Rear Differential Coverage

Coverage Effective Date: March 18, 20X0

Contract #: 123456

Coverage Expires On: March 18, 20X1 or at 300,000 miles, whichever comes first

Name: James Driver
Address: 105 Carrier Lane
City: Trucktown, USA

Vehicle: 2004 Freightliner Columbia
Engine Identification #: 1A1234567 (the "Engine")
Odometer @ Service Contract Start: 200,000

VIN #: 2B123456
ECM @ Inspection: 200,000

I. DEFINITIONS:

- i. **You, your:** "you", the plan purchaser.
- ii. **Plan:** this service contract.
- iii. **We, Us, Our, ATP:** American Truck Protection, LLC.
- iv. **Dealer, Engine Dealer, Distributor:** servicing locations authorized by ATP.
- v. **Vehicle:** the Commercially Registered and Operated Class 3 – 8 tractor, truck or bus identified by the last 8-digits of the Vehicle Identification Number (VIN), shown above, powered by the Engine identified above.
- vi. **Failure:** the mechanical breakdown of the commercially operated, on the road Vehicle identified above that has received manufacturers' recommended maintenance to perform the function or functions for which it was designed. Failure includes the mechanical breakdown of an Engine component that has received manufacturers' recommended maintenance to perform the engine function or functions for which it was designed, due to original equipment manufacturer (OEM) defects in materials / OEM Factory workmanship.
- vii. **Wear-Out:** the failure of a covered part to perform the function or functions for which it was designed due to **normal wear and tear**.
- viii. **Altered Component:** any component or assembly that has been physically altered from the condition as provided by the OEM. Specifically including, but not limited to, components welded, brazed, plated, pinned, etc or components repaired, replaced, installed or assembled not according to OEM specifications.
- ix. **Pre-Existing Failure:** any failure occurring prior to the Coverage Effective Date of this Service Contract.
- x. **ECM:** the engine's Electronic Control Module (ECM).
- xi. **Low Power Failure:** any failure, caused by a covered component, resulting in a chassis dynamometer measured value of less than 75% of the OEM rated engine horsepower at the wheels of the vehicle (Class 8, non-vocational trucks only).
- xii. **Contract Engine Repair Limit:** ATP's total liability under this Service Contract for repairs to covered Engine Component failures shall not exceed \$15,000. US.
- xiii. **Contract Transmission Repair Limit:** ATP's total liability under this Service Contract for repairs to covered Transmission Component failures shall not exceed \$7,500. US.

Contract # 123456

Issued On: March 1, 20X0



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- xiv. **Contract Rear Differential Repair Limit:** ATP's total liability under this Service Contract for repairs to covered Rear Differential Component failures shall not exceed \$7,500. US.
- xv. **Contract Aggregate Repair Limit:** ATP's total liability under this Service Contract for total repairs to covered Engine, Transmission, and Rear Differential Component failures shall not exceed \$25,000. US.

II. **SERVICE CONTRACT:**

This document, in its entirety, constitutes a Service Contract between You and ATP.

This Service Contract Is Not an Insurance Policy

III. **DEDUCTIBLE:**

You pay the first \$100 of any approved repair costs necessary to correct the covered failure (*based on OEM time guidelines and fleet parts pricing*) during each repair visit, such failures as are set forth in their entirety in Section IV, plus normal maintenance items and other non-covered items, including but not limited to those set forth in Section V. "Exclusions and Limitations (Items Not Covered)".

IV. **COVERAGE:**

A. *(whichever occurs first), Parts and Labor to repair failures for:*

Engine Components: Parts, labor and related costs not to exceed the *Contract Engine Repair Limit*

- | | |
|---------------------------|---------------------------|
| ▪ Pistons | ▪ Valve Guides |
| ▪ Piston Rings | ▪ Oil Pump |
| ▪ Wrist Pins | ▪ Pick Up Screen |
| ▪ Connecting Rod | ▪ Timing Chain |
| ▪ Connecting Rod Bearings | ▪ Timing Gears |
| ▪ Crankshaft | ▪ Timing Chain Tensioner |
| ▪ Main Bearings | ▪ Harmonic |
| ▪ Camshaft | Balancer/Vibration Damper |
| ▪ Camshaft Bearings | ▪ Engine Block*/Cylinder |
| ▪ Cam Followers | Block* |
| ▪ Rocker Arms and Shafts | ▪ Cylinder Heads* |
| ▪ Pushrods | ▪ Timing Case Cover* |
| ▪ Hydraulic Lifters | ▪ Oil Pan* |
| ▪ Intake Valves | ▪ Valve Covers* |
| ▪ Exhaust Valves | ▪ Intake Manifold* |
| ▪ Valve Springs | |

* Only if damaged by covered component

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Covered Components continued:

Transmission Components: Parts, labor and related costs not to exceed the ***Contract Transmission Repair Limit***

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ Shafts ▪ Gear Sets ▪ Shift Forks ▪ Synchronizers ▪ Blockers ▪ Bearings ▪ Bushings ▪ Oil Pump | <ul style="list-style-type: none"> ▪ Seals & Gaskets** ▪ Valve Body ▪ Torque Converter ▪ Governor ▪ Bands ▪ Drums ▪ Vacuum Modulator ▪ Transmission Case* |
|---|---|

* Only if damaged by a Covered Component

** Only if required by a Covered Component

Covered Components Continued:

Rear Differential Components: Parts, labor and related costs not to exceed the ***Contract Rear Differential Repair Limit***

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Carrier Case ▪ Gear Sets ▪ Bearings ▪ Bushings | <ul style="list-style-type: none"> ▪ Axle Shafts ▪ Limited Slip Clutch pack ▪ Seals & Gaskets** ▪ Differential Housing** |
|---|--|

* Only if damaged by a Covered Component

** Only if required by a Covered Component

B. SERVICE CONTRACT LIMITATIONS AND EXCLUSIONS

The following Limitations Apply to the Life of the Vehicle

Contract Engine Repair Limit
Contract Transmission Repair Limit
Contract Rear Differential Repair Limit
Contract Aggregate Repair Limit

Limited to \$15,000

Limited to \$7,500

Limited to \$7,500

Limited to \$25,000

Deductible
Towing

\$100

Not Available

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V. EXCLUSIONS AND LIMITATIONS *(Items Not Covered)*

Exclusions and limitations include but are not limited to the following:

- A. Diagnostic Time or Repairs to covered Engine components which would cause the **Contract Engine Repair Limit** to be exceeded.
- B. Diagnostic Time or Repairs to covered Transmission components which would cause the **Contract Transmission Repair Limit** to be exceeded.
- C. Diagnostic Time or Repairs to covered Rear Differential components which would cause the **Contract Rear Differential Repair Limit** to be exceeded.
- D. Diagnostic Time or Repairs to covered Transmission, Engine, and Rear Differential components which would cause the **Contract Aggregate Repair Limit** to be exceeded.
- E. Pre-Existing Failures: failures occurring prior to the Coverage Effective Date of this Service Contract.
- F. Repairs beyond those required to correct the covered failure.
- G. Repairs (parts or labor) covered by any other guarantee, warranty or service contract in effect at failure.
- H. Failures Due to Wear-Out.
- I. Progressive damage limited to OEM engine parts when damage caused by a covered component.
- J. Repairs to any component upon which the manufacturers recommended maintenance has not been performed.
- K. Repairs to any component in which the vehicle odometer has been changed in an attempt to misrepresent the Vehicle; or in which the fuel pump seals are broken, except when authorized by us. Odometer changes must be documented in writing.
- L. Repairs to any component in which the engine ECM has been changed in an attempt to misrepresent the vehicle.
All ECM changes must be documented in writing.
- M. Failure of any **Altered Component**; or progressive damage caused by any **Altered Component**.
- N. Failures caused by faulty seals or gaskets (except as noted in Section IV).
- O. The cost of repairing or replacing:
 - 1. Belts, hoses, belt tensioning devices, water pumps and thermostats.
 - 2. Fuel pump, seals and electronics.
 - 3. Charge Air Cooler.
 - 4. Air Compressor
 - 5. Injectors and Turbocharger.
 - 6. Wiring harnesses, electrical connections, seals, gaskets and o-rings.
 - 7. CAT (PEEC) Electronic System (including its parts).
 - 8. DDEC Electronic System (including its parts).
 - 9. Cummins Electronic System (including its parts).
 - 10. Mack Electronic System (including its parts).
 - 11. Volvo Electronic System (including its parts).
 - 12. Banjos, Wheels, Driveshaft's, Yokes, U-Joints, or Transmission or Rear End Gaskets or Seals.
 - 13. Transmission Mounted Parts (such as Transmission Pump, Oil Cooler or PTO Pump).
 - 14. Repairs to any four wheel drive components, including transfer cases and differentials.
 - 15. Any electronic controllers or modules (including their parts).
 - 16. Any and all parts not specifically listed under 'Coverage'.
 - 17. Worn parts that have **NOT Failed**.
- P. Damages or failures arising from:
 - 1. Collision, Upset, Fire, Abuse, Neglect or Act of God.
 - 2. Any other risk insured under a standard physical damage clause used in motor vehicle insurance policies, whether or not you have such insurance in force and effect.
 - 3. Abuse through continued operation of an impaired vehicle.

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- Q. Damages as a result of **overheating, lack of lubrication or contamination.**
- R. Repairs to the vehicle necessitated because:
 - 1. You have failed to maintain the manufacturer's prescribed levels and grade specifications of fluids (oil and coolant) and associated filters (including oil, fuel, coolant and air) as specified by the manufacturer(s) thereby causing lack of lubrication.
 - 2. You have failed to maintain proper levels of fluids and coolants thereby causing cooling system damage.
 - 3. The vehicle itself was improperly towed.
 - 4. Any other operational abuse not specifically enumerated hereon.
 - 5. Any part or component welded without OEM authorization.
- S. Cost of labor necessary to repair or replace seals and gaskets.
- T. Chemical or mechanical erosion (e.g. cavitation or pitted components).
- U. Repair or replacement of any engine-braking device, or damage caused by the failure of the device.
- V. Loss of use of the vehicle, loss of time, inconvenience, commercial loss, incidental or consequential damages.
- W. Any towing, freight or travel charges.
- X. Shop supplies, recovery charges, environmental or miscellaneous charges.
- Y. All Non US taxes (e.g. Canadian PST & GST).
- Z. Repairs solely to address fuel economy or EPA compliance.
- AA. Emission control equipment including, but not limited to: EGR valves, coolers, catalytic converters, mufflers, and actuators unless specifically listed in IV. Coverage.
- BB. Vehicles not registered and operated for commercial use.
- CC. Repairs to any component in which the vehicle has been modified since inspected for this Service Contract; and the modification can be determined to be the cause of the failure or exacerbates the damages further than would have otherwise occurred.
- DD. Repairs to any transmission or rear differential where the engine has been uprated beyond the capacity of the transmission.
- EE. Gas Engines: Spark Plugs and Wires, Distributors, Coil on Plugs (COP), or any other electrical component.
- FF. Service or repairs to the Vehicle if it is registered or operated outside North America at any time after the Coverage Effective Date.
- GG. Any State or Local Taxes

VI. WHAT TO DO IF REPAIRS ARE NEEDED:

In case of a mechanical breakdown or of circumstances reasonably likely to result in a breakdown: You shall:

- A. Call the Service Contract administrator for instruction at the number listed under '**Claims Assistance**'

CALL 1-877-287-1511 – 24 hours, 7 days a week

Failure to Call BEFORE REPAIR IS STARTED

Voids Coverage

- B. Provide the repairing dealer with evidence that You have performed the manufacturer's required maintenance.
- C. Submit this Service Contract.
- D. Pay the deductible and other non-covered items as specified in '**Exclusions and Limitations**'.

Repairs or replacements may be made by any properly qualified repair facility provided the owner has obtained **prior authorization from the Service Contract administrator** for such repairs. The Service

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Contract administrator does not assume, and specifically disclaims, any liability to You for any benefits provided herein.

VII. YOUR RESPONSIBILITIES:

This Service Contract is conditional upon your complying with service requirements as recommended by the manufacturer. Receipts showing dates and services performed must be retained by You and furnished to ATP in the event of a claim. The required servicing has a tolerance of five (5) days or two thousand (2000) miles. Failure to have such servicing performed within the above tolerance will void this Service Contract. ATP reserves the rights to recover any payment for claims hereunder, which are subsequently reimbursed to the repairing Dealer by the manufacturer.

The Vehicle odometer is the primary means for determining coverage eligibility. The odometer is required to be in proper working condition. Documentation of odometer changes must be submitted to ATP. In addition, ATP will require an ECM printout at the time of any failure to verify coverage eligibility and fault codes. Costs associated with repairing or communicating with the ECM are **your responsibility. Coverage will be denied if ECM communication is denied or otherwise unavailable or has been altered.**

VIII. SERVICE CONTRACT ADMINISTRATOR'S DUTIES:

- A. ATP will authorize 100% of the components and labor charges required to **correct only** the covered failure based on OEM time guidelines and fleet parts pricing; minus any applicable deductible and the cost of non-covered items as specified in 'Exclusions and Limitations', for the repair of covered component failures during their coverage period except as noted under 'Limits of Liability' below. Repairs must be performed at an ATP authorized dealer during their normal business hours.
- B. ATP will authorize or provide (at ATP's discretion) new, remanufactured, like or repaired components when replacing or repairing any covered components or assemblies that fail; including automatic transmissions. Further, ATP will also authorize the parts and labor charges for any covered engine component that is rendered unserviceable by the failure of a covered component.
- C. ATP will authorize restoration of the component to its operating condition prior to failure by repairing/replacing **only the failed components and consequential failed components** necessary to remove/repair/install the covered components. Other components removed in the process of the repair will be reinstalled as is, unless You authorize the additional expense to repair or replace.
- D. ATP reserves the right to inspect any and all parts necessary to establish the cause of any reported failure.

IX. LIMITS OF LIABILITY:

ATP's maximum liability to you for any reason and upon any cause of action for direct damages shall be no greater than the current market value of the Vehicle or the **Contract Aggregate Repair Limit**, whichever is less. This limit applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. In the event that a covered repair exceeds or approximates the Vehicle's current market value, ATP may elect to purchase the Vehicle from you for the Vehicle's current market value. If ATP elects to purchase the Vehicle from you at current market value rather than proceed with repairs, this Service Contract will be terminated and no coverage will be provided for the replacement vehicle and no unused balance will be refunded. If ATP elects to purchase this vehicle, you are required to produce and give ATP the clear title to this vehicle and transfer the title to ATP. Notwithstanding anything in the contrary in this Service Contract, ATP shall have no liability with respect to this Service Contract or otherwise for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility

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Truck Protection LLC

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of such damages and regardless of the cause of the action, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

CLAIMS ASSISTANCE:

For information or claims assistance, please call: **1-877-287-1511**

For information write to ATP at: **American Truck Protection LLC.
P.O. Box 386
Carlstadt, NJ 07072**

X. TERMINATION:

This Service Contract may NOT be terminated or cancelled by the contract holder for any reason after the Coverage Effective Date.

This Service Contract shall be terminated by ATP for non-payment or in the event the Vehicle is no longer owned by the contract holder identified above. Any unused balance will not be refunded.

This Service Contract shall be terminated by ATP, at ATP's discretion, for misrepresentation of any reason including by not limited to: the Vehicle application or use has been misrepresented; a fraudulent claim is submitted; or the vehicle or maintenance records are tampered with in an attempt to mask or misrepresent the usage, age or mileage. Any unused balance will not be refunded.

XI. ACCEPTANCE:

This plan shall not become effective unless and until it is signed by ATP and payment is received and clears at the corporate office in Carlstadt, New Jersey.

XII. GOVERNING LAW:

Acceptance of this agreement shall be a contract made in the State of New Jersey and governed by the laws thereof.

XIII. CONSENT TO JURISDICTION AND VENUE:

You and ATP agree that any legal or equitable action for claims, debts or obligations arising out of or to enforce the terms of this Service Contract shall be brought in the United States District Court for the District of NJ or in the Superior Court of NJ, Bergen County, NJ; and that either court shall have in personam jurisdiction over You and Us and the venue of the action shall be appropriate in each court.

XIV. PAYMENT TERMS

ALL CONTRACTS ARE SOLD C.O.D. (CASH ON DELIVERY) AND ARE TO BE PAID IN FULL BEFORE CONVERGENCE PERIOD STARTS.

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This Service Contract (on the vehicle identified on Page 1) and the above-described coverage will be voided immediately if any of the above specified payments against the provided credit card is rejected.

Approved and accepted in Carlstadt, NJ by ATP. as of the date set forth below.

This **Service Contract** is complete in its entirety. Failures occurring prior to the Coverage Effective Date will be considered **Pre-Existing Failures** and will not be eligible for coverage. Coverage is provided by and administered solely through ATP. Coverage hereunder is subject to the condition that you as the contract holder and your successors and assigns hold harmless and indemnify and have no recourse against ATP and its affiliates and related companies from or in connection with any claims or disputes that may arise or result with respect to this Service Contract, except as expressly set forth herein.

American Truck Protection LLC

BY: _____ DATE: _____
Authorized Signature

ATP Form # Updated

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