

**CITY OF RAPID CITY  
300 6<sup>TH</sup> STREET  
RAPID CITY, SD 57701**

DATE: 05/23/2016

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Rapid City / Rapid City Fire Department, hereinafter called the BUYER and an officer of Rosenbauer South Dakota, LLC, hereinafter called the COMPANY, the following apparatus and equipment:

<b>ROSENBAUER AERIAL APPARATUS BODY MANUFACTURED BY ROSENBAUER SOUTH DAKOTA, LLC AND SPECIFIED EQUIPMENT</b>	<b>\$341,929.00</b>
<b>ROSENBAUER COMMANDER CHASSIS</b>	<b>\$303,795.00</b>
<b>ROSENBAUER COBRA 101' PLATFORM AERIAL</b>	<b><u>\$295,862.00</u></b>
<b>TOTAL ...</b>	<b>\$941,586.00*</b>

**NINE HUNDRED FORTY ONE THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS**

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

**DELIVERY:** The estimated delivery time for the completed apparatus, is to be made 365 days after receipt of and approval of this contract duly executed, subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

**PAYMENT TERMS:** Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

**MISCELLANEOUS PROVISIONS:** This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

- \*NOTES: 1.) IF CHASSIS IS PAID FOR UPON ARRIVAL AT PLANT IN LYONS, SD, DEDUCT \$11,685.00.**
- 2.) IF AERIAL IS PAID FOR UPON ARRIVAL AT APPARATUS PLANT, DEDUCT \$5,801.00.**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

**DEALER:** HEIMAN INC.

**SALES REP:** *Brian Gaalswyk*  
BRIAN GAALSWYK

**BUYER:**

We accept the above proposal and enter into contract with signature below:

\_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

**ROSENBAUER SOUTH DAKOTA, LLC**

\_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_