



Company Name: **Big Truck Rental LLC**  
 Company Address: 4221 W. Boy Scout Blvd., Ste. 400  
 Tampa, FL 33607  
 Quote Number 00042901

Created Date 3/26/2024  
 Prepared By Amy Seals  
 Email asolorzano@bigtruckrental.com

**CUSTOMER INFORMATION**

Billing Customer	City of Rapid City, SD	Shipping Contact	Jeff Barber
Billing Contact	Accounts Payable	Shipping Address	605 Steele Ave Rapid City SD 57702 United States
Billing Address	300 Sixth Street Rapid City South Dakota 57701	Shipping Phone	(605) 355-3496 x1202
Billing Phone	6053944142	Shipping Email	<a href="mailto:jeff.barber@rcgov.org">jeff.barber@rcgov.org</a>
Billing Email	<a href="mailto:accountspayable@rcgov.org">accountspayable@rcgov.org</a>		

**EQUIPMENT DETAILS**

Asset Number	Year	Chassis Make	Chassis Model	Body Make	Body Model	Body Size	Engine	Engine Model
5022068	2023	Freightliner	M2 106	Galbreath	U5-DPHK-200	50k @ 61 3/4" Hook Height	Cummins	L9

Trans Model	Drive Position	Rear Suspension Type	Front Axle Weight	Rear Axle Weight	Total GVW Weight
3000 RDS	Left Hand Drive	Airliner	18,000	46,000	64,000

Line Item Description	Chassis Vin	Body Serial No	Miles	Hours	Total Product Price
Truck Sale	3ALHCYFEXPDUG3079	13H50343	32,575.81	2,421.10	\$185,000.00

**PRICING SUMMARY:**

Order Subtotal \$185,000.00 Total Amount Due \$185,000.00

**SPECIAL TERMS**

In service date 9/27/22 End date 3/21/24  
 Purchase price = \$185,000  
 Available purchase date = April 2024  
 Balance of remaining extended warranties transferred to end user.

**PLUS Recon**

Route Ready's PLUS recon option offers all the benefits of a Route Ready truck PLUS upgrades including 215 point certified inspection, 50% + brakes and tires, 30 DAY ROUTE READY CONFIDENCE WARRANTY and much more. For immediate needs and lighter Reconditioning, see our ROUTE READY recon option. For more extensive recon options, try PREMIUM. See brochure for details.

**TERMS & CONDITIONS**

- Customer Responsibilities. Customer agrees to pay Big Truck Rental all charges required by law to be collected, including without limitation all tag, title, license, tire, battery and lien fees, and all federal, state and local taxes. Although Big Truck Rental has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Big Truck Rental. Customer shall be responsible to pay Big Truck Rental for all amounts due to pay off any liens on Customer's trade-in, as may be required by such lien holder, regardless of whether the lien holder has quoted the wrong amount to Big Truck Rental, the payoff amount has changed after the date of such quote, or whether Customer has failed to disclose to Big Truck Rental all lien holders on the vehicle. In the event Big Truck Rental incurs any additional costs after the sale of the vehicle, such as sales tax; federal excise tax; excessive, unexpected, or unforeseeable transport costs; or license, tag, title and transfer fees, then Customer shall promptly reimburse Big Truck Rental for such costs upon demand.
- Deposit. Should Big Truck Rental fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against Big Truck Rental shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Big Truck Rental may elect to retain the deposit, and sue for any actual damages incurred by Big Truck



Rental for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. **Limitation of Liability.** Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Big Truck Rental for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Big Truck Rental receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Big Truck Rental receives notification of such defects within one week of delivery. Customer shall defend, indemnify and hold harmless Big Truck Rental and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Big Truck Rental, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

4. **Modifications by Others.** Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Big Truck Rental for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Big Truck Rental is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

5. **Miscellaneous.** Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, cross-claims or third party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Big Truck Rental is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

6. **General Warranty.** Unless specifically made or assumed in writing by Big Truck Rental and included as part of the signed Purchase Agreement, all used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. Big Truck Rental SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. No other person is authorized to make any representations or warranties on behalf of Big Truck Rental, unless made or assumed in writing by Big Truck Rental.

7. **Additional OEM Warranty.** Unless otherwise noted in the signed Purchase Agreement, all remaining OEM Extended Warranty will immediately transfer to Buyer at the time of sale.

8. **Additional Business to Business Warranty.** If applicable, an additional business to business limited warranty may be included at the discretion of BTR and shall be noted in the signed Purchase Agreement, the Terms & Conditions of which shall be conveyed at or after the time of sale.

9. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE.

Print Name

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Company Name

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Job Title

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Signature

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Date