

PURCHASE AGREEMENT
FOR USED EQUIPMENT

THIS PURCHASE AGREEMENT, made this 17 day of January 2017, by and between **WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1** with an address of 7100 Pacific Avenue, Wildwood Crest, New Jersey, 08260 ("Buyer") and **FIRE DISTRICT NO. 3, TOWNSHIP OF LOWER, COUNTY OF CAPE MAY**, with an address of 415 Breakwater Road, Erma, New Jersey, 08204 ("Seller").

1. Sale and Purchase of Used Equipment. Upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer and convey to Buyer and Buyer shall purchase from Seller, the following described used equipment (collectively, the "Equipment"):

Maverick combi tool;
28 spreaders;
O-Cutter;
Mounting brackets for maverick spreaders and O-Cutter;
Two small rams;
Two medium rams;
Two ram extension kits;
One ram end adapter;
Simo-pump;
Two 30 inch hose sets;
Small air sure kit; and
Medium air sure kit.

2. Purchase Price. The total purchase price (the "Purchase Price") for the Equipment shall be NINE THOUSAND (\$9,000.00) DOLLARS due and payable at the time of closing.

3. Closing. The closing and consummation of the transfer of the Equipment (the "Closing") shall be contingent upon and take place upon adoption of approving resolutions by the Buyer and Seller, but in no event more than sixty days after adoption of an approving resolution by Seller. In the event Buyer fails to adopt an approving resolution within such sixty day time period, this Agreement shall be deemed null and void.

4. Title Conveyance and Possession. At Closing, title and possession to the Equipment shall be conveyed from Seller to Buyer by Bill of Sale in the form attached hereto as EXHIBIT "A".

5. Use Equipment Term and Conditions. The following terms and conditions (the "Terms and Conditions"), are agreed to by the Buyer. Buyer's acceptance of Equipment from Seller shall constitute acceptance of these Terms and Conditions:

a. Used Equipment. Buyer understands that the Equipment being purchased is used and is in second hand condition.

b. Limitation of Use; Reversion. Buyer acknowledges and agrees that the use of the Equipment by Buyer shall be limited only for the purposes of the Buyer as a volunteer fire company; and in the event the Equipment is not used by the Buyer in connection with its purposes as a volunteer fire company, the ownership of the Equipment shall revert back to Seller as required by N.J.S.A. 40A:12-21.1.

c. Inspection. Buyer has inspected or has had ample opportunity to inspect the Equipment and relies upon that inspection.

d. Disclaimer of Warranties.

i. All Equipment is purchased by the Buyer "AS IS" and "WITH ALL FAULTS", and Seller makes no representations or warranty, express, or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

ii. Seller shall not be liable for any consequential, incidental, indirect, special or punitive loss or damage whether based on contract, warranty, tort, negligence, strict liability, statute or otherwise resulting in any way in connection with the Equipment, from but not limited to defects or alleged defects in the Equipment sold or from the subsequent use of the Equipment.

iii. The Buyer assumes any and all responsibility and liability in connection with or arising out of the handling, use, operation and/or sale of the Equipment.

6. Notice. All notices pertaining to this Agreement shall be made only in writing, duly authorized and signed by the parties' authorized representatives. All notices, statements or other documents required by this Agreement shall be hand delivered, emailed, faxed or mailed to the following addresses:

For the Volunteer Fire Co. Wildwood Crest Volunteer Company No. 1
7100 Pacific Avenue
Wildwood Crest NJ 08260

For Fire District No. 3: Board of Commissioners
Chairman
P. O. Box 162
Rio Grande NJ 08242

7. Entire Agreement. This Agreement, together with any Exhibits attached hereto, contains the entire agreement and all understandings between the parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any changes or additions to this Agreement must be made in writing duly signed by all parties hereto.

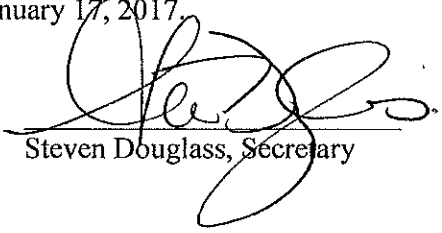
District.

4. The Chairman, Vice Chairman, Secretary and Treasurer are each hereby authorized to execute the Purchase Agreement For Used Equipment and Bill of Sale attached hereto as Exhibit "A" and to take such action as is necessary and appropriate to effectuate the terms thereof.

7. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

8. This Resolution shall take effect immediately upon adoption this 17th day of January, 2017.

I hereby certify the foregoing to be the original resolution adopted by the Board of Commissioners of Fire District No. 3 at a meeting held January 17, 2017.


Steven Douglass, Secretary

	MOTION	SECOND	YEA	NAY	ABSTAIN	ABSENT
Robertson			X			
G. Douglass		X	X			
S. Douglass			X			
Van Mourik			X			
Sweeten	X		X			