Retail Purchase Order

RDO Equipment Co.
1091 Commerce St
Prescott AZ, 86305
Phone: (928) 776-8300 - Fax: (928) 776-8500

Bill To:
TOWN OF PRESCOTT VALLEY
ACCOUNTS PAYABLE
7501 E CIVIC CIR
PRESCOTT VALLEY, AZ, 863142275
YAVAPAI ()
(928) 772-9207

Ship To:
TOWN OF PRESCOTT VALLEY
ACCOUNTS PAYABLE
7501 E CIVIC CIR
PRESCOTT VALLEY, AZ, 863142275
(928) 772-9207

Purchase Order Date:	7/28/2016
Purchase Order #:	892834
Purchaser Account #:	4022005
Customer Sales Tax Exempt #:	None
Customer Purchaser Type:	Governmental - City/Town/Village
Customer Market Use:	Earth Moving - Land Improvement
Location of First Working Use:	PRESCOTT VALLEY, AZ, 863142275,
Dealer Account Number:	177638
Sales Professional:	Michael Gill
Phone:	361-6542
Fax:	(602) 233-0383
Email:	MGill@rdoequipment.com

Comments

84.5 hp Tier 3 Kubota Diesel Engine
96" Poly Tube Brush
Cab w/Windshield Wiper & Washer
Pressurized Air Conditioning
Heater & Defroster Fan
Tilt & Telescoping Steering Column
Rear Window Wiper & Washer
Suspension Seat
AM/FM Stereo
Extension Air Cleaner Stack
Enginair Rotary Precleaner
170 Gallon Water System
Light Group
Strobe Light
Side and Rear Work Lights
Audible Engine Alarm
Hydraulic Temperature Gauge
Transmission Hand Control
Block Heater
Down Pressure Limit Valve
Spare Tire

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	WG57699	0	New 2016 SUPERIOR BROOM DT80J	$50,452.18

Equipment Subtotal: $50,452.18

Purchase Order Totals

Balance:	$50,452.18
Tax Rate 3: (AZYV 8.35%)	$4,212.76
Sales Tax Total:	$4,212.76
Sub Total:	$54,664.94
Cash with Order:	$0.00
Balance Due:	**$54,664.94**

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY – (CARB Disclaimer) - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

Purchase Agreement - The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer.Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective unless and until John Deere's written confirmation of transfer, indicating when the transferred warranty will expire, is received by the customer. ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

SIC Information - Please be advised that RDO has assigned its rights to sell construction rental equipment (as defined under SIC code #3531 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC. as part of IRC Sec. 1031 exchange.

Extended Warranty Oil Sampling Acknowledgement - For extended warranty contracts purchased after June 9, 2008, machines that require oil samples must have a fluid sample submitted prior to entering Extended Warranty. Fluid samples are required at a maximum interval of 500 hours after the first sample has been submitted. Fluid sampling must be done prior to failure as a condition of coverage. Machines with existing Extended Warranty contracts are exempt from this requirement. However, for contract extension purchased on or after June 9, 2008 fluid analysis will be required beginning on the date of contract extension purchase. * Failure to complete samples as recommended by Deere will result in a 20% charge of the total warranty claim to the customer. The following units with Extended Warranty contracts above 5000 hours will require Hydraulic Oil sampling at a maximum interval of 500 hours. - ADT's, backhoes, Crawlers (605, 655, 755, 950, & 1050), Energy Wood Bundlers, Excavators size 75 - 135, Forwarders, Knuckleboom Loaders, Swing Machines, Loaders, Motor Graders, Skidders and Wheeled/Tracked Feller Bunchers & Harvesters The following units with Extended Warranty contracts above 5000 hours will require Hydrostatic Oil sampling at a maximum interval of 500 hours. - Crawlers (450, 550, 650, 700, 750, & 850) The following units with Extended Warranty contracts at any hour level will require Hydraulic Oil sampling at a maximum interval of 500 hours. - Excavators size 160 - 850 The following units are excluded from oil sampling at this time. - Compact excavators, Compact Tract Loaders, Skid Steers, Compact Loaders, Rigid Frame Trucks, Scraper Tractors and Pull-Type Scrapers. Within the signature area of the PO, the salesperson has explained the "Extended Warranty Oil Sampling Acknowledgement" and I understand as the purchaser my responsibility

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

_____
(Customer's Signature)

_____ _____ / _____ / _____
(Authorized Signature of Dealer) (Date Accepted)

Delivery of Equipment Acknowledgement:

_____ _____ / _____ / _____
(Customer's Signature) (Delivered with Operator's Manual on)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	WG57699	2016 SUPERIOR BROOM DT80J	DT80J BROOM DT80J SUPERIOR BROOM