

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 10-8-19



Recognition: ☐ Students ☐ Staff ☐ Parents
Information: ☐ Building Report ☐ Old Business ☐ Superintendent's Report
Action: ☐ Resignation ☐ Hiring ☐ Contract Service Agreements
 ☐ Travel Out-of-State ☐ Travel In State ☒ Approvals
 ☐ Termination ☐ Legal Matters ☐ Other:
 This action request pertains to ☐ Elementary (only) ☒ High School/District Wide

Date: 10-7-19

To: **Corrina Guardipee-Hall**
 Supt of Schools

From: **Reid Reagan**
 Maintenance Director

Subject: Emergency Purchase - Front End Loader

Justification: Was given approval last year but it fell through. The district is still in need of this purchase to remove snow; too costly to rent.

Financial Impact: \$70,071.53

Funding Source (Budget/grant, etc.): maintenance funds - 126/226-94-166-2650-730

Attachment(s): quote

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____



Retail Sales Agreement

RSA #: 253833

Date: 10/5/2019

Customer: BROWNING PUBLIC SCHOOLS Address: EAST BOUNDARY BROWNING, MT 59417-0610 County: GLACIER PO: Phone: 406-338-2715				Seller: TITAN MACHINERY-GREAT FALLS Address: 1215 38TH ST N GREAT FALLS, MT 59405-1004 Phone: 406-453-1405 SCOTT MANGOLD			
2nd Signer: Address:				NOTICE TO PURCHASER 1. Read this contract before you sign it. 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller. 4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.			
Sales Tax Possession / Receiving Location: MT, GLACIER, BROWNING							
Purchased Equipment Information							
Type	Qty	Product	PDI	Warranty	Tag #	Serial Number	Sales Price
New	1	CASE, 221F COMPACT, WHEEL LOADER	NO	Factory	2635846	NKHP01043	70,071.53
-							
-							
-							
-							
-							
-							
-							
-							
-							
Trade-In Equipment Information <small>I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product, as a "trade-in" to be applied against the cash price. Such items shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price allowed for each item.</small>				1. Total Sales Price 70,071.53			
Qty	Description of Trade In			Tag #	Serial Number	Amount	
Tax Breakdown				2. Total Trade In Allowance 0.00			
Other Options, Charges & Fees Total Other Options, Charges and Fees 0.00				3. Balance 70,071.53			
				4. Total Tax (No Sales if Paying Excise Tax) 0.00			
				5. Other Options, Charges, Fees 0.00			
				6. Trade Payoff / Pre Barter 0.00			
				7. Total Due 70,071.53			
				SETTLEMENT			
				8. Cash Payment 0.00			
				9. Cash Due: (Date) 0.00			
				10. Retail Installment Contract 70,071.53			
				11. Total Settlement 70,071.53			
It is understood that this is the entire agreement between the parties							
Customer _____				Date _____ Salesperson: SCOTT MANGOLD			
Customer _____				Date _____ Accepted By: _____			

AVAILABILITY / PRICING

I (We), the undersigned, hereby order from you the Product described on the previous page, to be available as shown. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order. Product to be available on or after .

WARRANTY

New, New Demo/Rental Equipment

Applicable new equipment warranty is available to the customer by a separate statement of Manufacturer's Warranty and Limitation of Liability. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE MANUFACTURER'S WARRANTY.** Remaining new equipment warranty on demo/rental units will be provided per Manufacturer's policy. The customer signature below acknowledges receipt of the warranty statement.

Used Equipment Warranty

Used Equipment is sold AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES unless otherwise noted in warranty column of Purchased Equipment. If extended or Powertrain warranty is noted for used equipment, that warranty will expire based on the Terms and Conditions set forth on the Warranty Contract. Warranty is defined as a failure or defect in parts and/or workmanship. Upgrades, improvements, wear items, tires, maintenance parts, service call mileage and trucking are excluded. Warranty parts and labor must be purchased from Titan Machinery Inc. dealerships.

ACKNOWLEDGMENTS

I (We) promise to pay the balance due shown on the reverse (line 7 and 8) in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the Seller until one of the foregoing is accomplished. This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a Time Sale Agreement (Retail Installment Contract), subject to available financing and credit approval.

ADDITIONAL TERMS AND CONDITIONS

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at the time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. In the event the dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling this order in writing immediately on being notified thereof.
3. No delivery of above goods to be made until full settlement is received.
4. Seller and manufacturer make no representations or warranties, express or implied (including the implied warranties of merchantability and fitness) except as provided on the Manufacturer's Warranty and Limitation of Liability Statement.
5. The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.

Purchaser(s) Initials: _____

