

Recorder's Office Cover Sheet

Recording Requested By:

Name: COURTNEY WALKER

Department: PUBLIC WORKS



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

CONTRACT FOR THE PURCHASE OF GOODS

FILED

A CONTRACT BETWEEN

NO. 2021-023

DOUGLAS COUNTY, NEVADA

1-12-21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

AND

BY [Signature] DEPUTY

CINDERLITE TRUCKING CORPORATION

This Contract for the Purchase of Goods (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (the "County"), and Cinderlite Trucking Corporation ("Vendor"). The County and Vendor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties.

2. GOODS TO BE PROVIDED. The goods to be provided under this contract consist of: a **2005 Reliance Transfer Trailer, VIN Number 5REFA528X5S054432**, to be picked up at 1665 So. Sutro Terrace, Carson City, NV 89706. The County has the right to perform a final inspection upon delivery and prior to acceptance, and may unilaterally terminate the Contract if any unsatisfactory conditions is discovered by the County at that time. If so terminated, the Vendor will retain title of the goods and the County will not be obligated to pay all or part of the Contract Price.

3. PAYMENT FOR SERVICES. Vendor agrees to provide the goods set forth in Paragraph 2 for a total of Price of Fifteen thousand dollars (\$15,000) (the "Contract Price").

4. WARRANTY. Vendor warrants and represents each of the following with respect to any goods provided under this Contract: Vendor has exclusive title to the goods and shall pass title to the County free and clear of all liens encumbrances, and security interests. Vendor agrees to execute any documentation necessary to pass title to County upon payment by the County of the Contract Price.

5. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding. Nothing in the Contract will be construed to provide Vendor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Vendor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not



have any obligation to re-award or to provide, in any manner, the unexpended funds to Vendor. Vendor will have no claim of any sort to the unexpended funds.

6. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document and Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

7. BREACH AND REMEDIES. Failure of either party to perform any obligation of this contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel this Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law; exercise of one remedy or right is not waiver of any other right or remedy afforded.

8. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

9. COMPLIANCE WITH APPLICABLE LAWS. Vendor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Vendor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

11. PUBLIC RECORDS LAW. Vendor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Vendor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Vendor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of



its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS Chapter 41 Limitations in all cases. Contract liability of either party shall not be subject to punitive damages.

13. MODIFICATION OF CONTRACT. The Contract and the attached exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

14. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

15. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Vendor or County.

16. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

17. WAIVER. The County's failure to insist upon Vendor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

18. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Public Works Department, Fleet and Facilities Manager
Post Office Box 218
Minden, Nevada 89423




To Vendor: Cinderlite Trucking Corporation
Attn: Jennifer Glanzmann
1665 So. Sutro Terrace
Carson City, NV 89706

19. CONFLICT OF INTEREST. By signing the Contract, Vendor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Jennifer Glanzmann, Cinderlite Trucking Corporation

By:


Name: Jennifer Glanzmann
Title: President

(Date) 12/23/2020

Douglas County

By:


Patrick Cates, County Manager

1/6/21
(Date)

EXHIBIT A

BILL OF SALE AGREEMENT

This Bill of Sale was executed at:

Cinderlite Trucking Corporation, 1665 So. Sutro Terrace, Carson City, NV 89706

This Bill of Sale is made this 29th day of December 2021, by Cinderlite Trucking Corporation, seller, for and in consideration of Fifteen Thousand dollars & 00 cents. (\$15,000.00).

(Seller) Cinderlite Trucking Corporation does hereby sell and convey to:
(Buyer) Douglas County, Nevada
Public Works Dept., Fleet and Facilities Manager
PO Box 218
Minden, NV 89423

Description of Property being sold:

- 2005 Reliance Transfer Trailer, VIN Number 5REFA528X5S054432

Cinderlite Trucking Corporation does hereby covenant and warrant that it has free and clear title to the property conveyed hereunder. Once funds from this agreement have been received in full by Cinderlite Trucking Corporation, it conveys title to all the above stated property to Tonka International free and clear if all encumbrances whatsoever and that it will defend that title against the lawful claims of all persons whomsoever.

Sale is F.O.B. Carson City, Nevada, "as is" "where is" with no express or implied warranty except as to title.

Furthermore, Cinderlite Trucking Corporation has caused this instrument to be executed by any authorized officers.

IN WHITNESS WHEREOF, Buyer and Seller have executed, entered into and delivered this Agreement as of the date first set forth above.

Seller's Name: Cinderlite Trucking Corporation

By Jennifer Glanzmann, President

Buyer's Name: Douglas County, Nevada

By

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

13th day of Jan, 2021

By Deputy