



## EMERGENCY VEHICLE SALES CONTRACT

**BUYER:**

Village of Hastings on Hudson  
Municipal Building 7 Maple Avenue  
Hastings on Hudson NY 10706

**SELLER:**

Marion Body Works, Inc.  
211 W. Ramsdell Street  
P.O. Box 500  
Marion, WI 54950

**1. AGREEMENT TO SELL AND TO PURCHASE**

The seller (referred to as MARION) agrees to sell and buyer (referred to as BUYER) agree to purchase the following apparatus and equipment according to the attached specifications which are a part of this contract:

**DESCRIPTION OF APPARATUS AND EQUIPMENT****PRICE**

One (1) Marion 2021 17ft Rescue Body on a 2021 Spartan Metro  
Star Fire Truck Chassis as Described in the Supplied Specifications

Total Price, F.O.B. Marion Body Works, excluding all  
Federal, State and Local Taxes

**\$646,529.00**

In case of any conflict between BUYER'S specifications used for all bidders and SELLER'S proposal specifications, SELLER'S specifications will apply. Any sales representative supplied items included above are detailed on Appendix A which is a part of this contract.

**2. CONFORMANCE TO NFPA STANDARDS**

It is the policy of SELLER to manufacture in accordance with all applicable NFPA standards. This contract conforms to all known such standards as of the date of acceptance by SELLER. Any increased costs incurred by SELLER because of future NFPA standards issued during the manufacture of this emergency vehicle will be passed on to BUYER as an addition to the price set forth in #1 above.

**3. COMPLETION ESTIMATE****CALENDAR DAYS**

Estimated total calendar days for completion after  
Marion acceptance of signed contract

**390**

Above estimate based on timely (usually 30 days) approval by you of submitted drawings and specifications, timely receipt of the chassis, and any events beyond the reasonable control of Marion.

**4. WARRANTY**

The standard Marion Emergency Vehicle Warranties shall be in effect upon delivery of this apparatus as outlined below:

- A Two (2) year material and workmanship.
- A Twenty (20) year structural warranty.
- A seven (7) year paint warranty.
- A seven (7) year electrical warranty.

**5. CONSEQUENTIAL DAMAGES AND OTHER LIABILITY**

MARION shall not be liable for and disclaims all consequential, incidental and contingent damages and liability whatsoever. See also the standard MARION warranty.

**6. CANCELLATION**

In the event of cancellation by BUYER, MARION shall be entitled to payment of 10% of the contract price for orders not yet begun in production and for orders for which production has begun, the full contract price less the amount of expenses saved by MARION by reason of the cancellation.

**7. PAYMENT**

The entire apparatus shall be paid for by BUYER in full upon delivery. This Emergency Vehicle shall remain the property of Marion until payment in full has been received. A finance charge of 1% per month (annual percentage rate of 12%) will be added to all accounts over 30-days.

**8. ENTIRE AGREEMENT**

This contract including its appendices is the entire understanding between the parties, and merges all prior discussion and agreements between them. Any changes to this contract, including appendices, must be in writing and signed by an authorized representative of the BUYER and MARION.

**AGREEMENT BY BUYER:**

Village of Hastings-on-Hudson  
Buyer's Registered Name

By: Mary Beth Murphy  
Village Manager

Date Signed 9/11/2020

**ACCEPTANCE BY SELLER:**

Date Signed \_\_\_\_\_ By: \_\_\_\_\_  
Marion Body Works, Inc.



**VILLAGE OF HASTINGS-ON-HUDSON**

Municipal Building  
7 Maple Avenue  
Hastings-on-Hudson, New York 10706  
Mary Beth Murphy, Village Manager  
[villagemanager@Hastingsgov.org](mailto:villagemanager@Hastingsgov.org)  
914 478 3420

August 31, 2020

Marion Body Works, Inc.  
211 West Ramsdell Street PO Box 500  
Marion, WI 54950

Re: Letter of Intent to Purchase

To Whom It May Concern,

The Village of Hastings on Hudson NY approved the purchase Through HGAC purchase of the proposed Marion Body Works / Marion Rescue apparatus on a Spartan Metro Star chassis per the attached specifications for use by the Hastings on Hudson Fire Department on August 31, 2020.

The specifications and contract were submitted by Sales Representative Rick Lambiasi from Excelsior Fire Equipment.

This Document shall serve as a "Letter of Purchase".

Total payment shall be made at time of acceptance and delivery of apparatus.

The value of the executed contract is \$ 646,592.00.

Thank you,

Mary Beth Murphy  
Village Manager

## FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

I hereby certify that, under penalty of perjury, I am Village Manager  
(Title of Officer)

of Village of Hastings On Hudson  
(Name of Purchaser)

that I am authorized to execute this certificate; that we are purchasing Rescue  
(describe item(s))

Apparatus from Marion; and that;  
(being purchased)

(Check appropriate line)

- ☒ We are a governmental entity or non-profit organization and that the article(s) specified above are being purchased for the exclusive use of Fire Department (governmental unit) of Village of Hastings On Hudson (state or local government). I understand that the exemption from tax in case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. **or**
- ☐ the article(s) specified above, or in the accompanying order are purchased either for resale or for lease on a long-term basis and are Federal Excise Tax exempt, **or**
- ☐ all orders placed by the purchaser with Marion Body Works, Inc. are purchased either for resale or for lease on a long-term basis and are Federal Excise Tax exempt, **or**
- ☐ We are subject to Federal Excise Tax on our purchase(s).

I understand that the fraudulent use of this certificate to secure exemption will subject me and all parties making such fraudulent use to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

X May Beth Myer  
(Signature)

9/15/2020  
(Date)

7 Maple Avenue  
(Street)

Hastings On Hudson  
(City)

New York 10706  
(State) (Zip Code)

(914) 478-3400  
(Telephone)

villagemanager@hastingsgov.org  
(email)

Marion Body Works, Inc. 211 W. Ramsdell - PO Box 500 - Marion, WI 54950-0500  
Phone: 715-754-5261 Fax: 715-754-5776 www.marionbody.com