

**PURCHASE CONTRACT
FOR ONE (1) NEW TORO Z MASTER REVOLUTION AND ONE (1) NEW TORO GROUNDSMASTER 4700D
FROM TURF STAR, INC.**

This Purchase Contract ("Contract"), made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **TURF STAR, INC.** ("VENDOR").

RECITALS:

A. CITY desires to purchase certain one (1) New Toro Z Master Revolution one (1) New Toro Groundsmaster 4700D hereinafter described.

B. CITY desires to engage VENDOR to provide one (1) New Toro Z Master Revolution and one (1) New Toro Groundsmaster 4700D by reason of its qualifications and experience and VENDOR has offered to provide the required goods on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - PURCHASE

The goods to be purchased from VENDOR under this Contract are described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - PRICE AND TAXES

All prices shall be as stated in this Contract and are firm and not subject to escalation. This purchase is subject to all California sales tax. Municipalities are exempt from federal excise and transportation taxes. Prices shall exclude these taxes.

SECTION 3 - PAYMENT

Unless otherwise agreed in writing, payment terms shall be net thirty (30) days from date of receipt of invoice or acceptance of goods, whichever occurs last. Invoices must cite the purchase order number to prevent delay in payment. All invoices must be mailed to City of San Mateo, Attn: Accounts Payable, 330 West 20th Avenue, San Mateo, CA 94403.

SECTION 4 - DELIVERY AND PERFORMANCE

Time is of the essence in the performance of this Contract. If delivery of goods cannot be made at the specified time, VENDOR shall promptly notify the CITY of the earliest possible date for delivery. Notwithstanding such notice, if VENDOR for any reason fails to deliver goods within the time specified or to the CITY's satisfaction the CITY may terminate this Contract or any part thereof without liability except for goods previously provided and accepted. The CITY's receipt or acceptance of all or part of a non-conforming delivery shall not constitute a waiver of any claim, right or remedy the CITY has under this Contract or applicable law.

SECTION 5 - SHIPMENT AND INSPECTION

VENDOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products. No charges for transportation containers, packing, etc., will be allowed the vendor unless so specified in this Contract. All shipments shall be F.O. B. 1961 Pacific Blvd. San Mateo. Transportation charges shall be shown as a separate item on the invoice.

The CITY may revise shipping instructions as to any goods not as yet shipped. The CITY shall have the right to inspect any or all of the goods at VENDOR's place of business or upon receipt by the CITY. By reason of its failure to inspect the goods, the CITY shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications provided or to have waived any of the CITY's rights or remedies arising by virtue of such defects or non-conformance. VENDOR shall be responsible for payment of shipping for the return of any defective goods. Shipping documents and invoices must cite the Purchase Order number.

SECTION 6 - WARRANTIES

In addition to any other expressed or implied warranties and unless otherwise agreed in writing, VENDOR warrants that all products delivered hereunder will be new, suitable for use as described, of the grade and quality specified, free from all defects in design, material and workmanship; in conformity with all samples, drawings, descriptions and specifications furnished; in compliance with all applicable federal, state and local laws and regulations, and free of any liens and encumbrances. These warranties shall not be deemed to exclude VENDOR's standard warranties or other rights or warranties which the CITY may have or obtain.

SECTION 7 - INDEMNITY

VENDOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of VENDOR's performance of this Contract, except for those claims arising out of CITY's sole negligence or willful misconduct. VENDOR agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims. The VENDOR'S duty to indemnify shall survive expiration or early termination of this Agreement.

SECTION 8 - TERMINATION

This Contract may be terminated by mutual consent of both parties or by the CITY at its discretion. The CITY may cancel an order for goods at any time with written notice to VENDOR, stating the extent and effective date of termination. Upon receipt of this written notice, VENDOR shall stop performance under this Contract as directed by the CITY. If the Contract is terminated, VENDOR shall be paid in accordance with the terms of the Contract for goods delivered and accepted.

SECTION 9 - REMEDIES

In the event of VENDOR's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such goods, and upon VENDOR's failure or refusal to do so, repair or replace the same at VENDOR's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at VENDOR's option, said return to be made at VENDOR's cost and risk; (c) cancel any outstanding deliveries and treat such breach by VENDOR as VENDOR's repudiation of this contract. In the event of the CITY's breach hereunder, VENDOR's exclusive remedy shall be VENDOR's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

SECTION 10 - COMPLIANCE WITH LAW

VENDOR warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract. VENDOR shall obtain and maintain throughout the life of the Contract all permits or licenses required in connection with the manufacture, sale, and shipment of the products ordered under this Contract.

SECTION 11 - ASSIGNMENT

VENDOR shall not delegate or subcontract any duties and services or assign any rights or claims under this Contract without the CITY's prior written consent.

SECTION 12 - ARTWORK, DESIGNS, PATENTS, COPYRIGHTS AND TRADEMARKS

VENDOR hereby agrees that the sale, use or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Contract are free and clear of infringement of any valid patent, copyright, or trademark. VENDOR shall hold the CITY harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits or actions alleging such infringement, and VENDOR agrees to defend such claims, suits or actions.

SECTION 13 - GOVERNING LAW

This Purchase Order and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

SECTION 14 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

SECTION 15 - WAIVER

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national

origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Contract, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

VENDOR shall testify at CITY's request if litigation is brought against CITY in connection with VENDOR's services under this Agreement. Unless the action is brought by VENDOR, or is based upon VENDOR's wrongdoing, CITY shall compensate VENDOR for preparation for testimony, testimony, and travel at VENDOR's standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	Daniel Heffelfinger Fleet Services Supervisor City of San Mateo 1961 Pacific Blvd. San Mateo, CA. 94403
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To VENDOR:	Turf Star Inc. Attn: Brian Daum Account Executive 3928 N. Blattela Lane Fresno, CA. 93727
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SECTION 21 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and VENDOR.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and **Turf Star, Inc.** have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

VENDOR

Matt Fabry
Public Works Director,
City of San Mateo

Brian Daum
Account Executive,
Turf Star, Inc.

Date

APPROVED AS TO FORM

Linh P. Nguyen
Assistant City Attorney



Northern California Division
PO Box 748728
Los Angeles, CA, 90074-8728
Phone: 800-585-8001

QUOTE

Quote Nbr.: Q001055
Order Date: 7/9/2024
Valid Until:
Sales Person: Brian Daum
Customer ID: 03490
Reference:
Payment Terms:
For: Hostick, Ron

Notes: Sourcewell 27% off MSRP pricing per contract 031121-TTC was used. Customer has the right to cancel the order at any time. Free Goods per DAB #24-009

FOR:	SHIP TO:	BILL TO:
City of San Mateo	City of San Mateo	330 W 20th Ave
330 W 20th Ave	330 W 20th Ave	San Mateo CA 94403
San Mateo CA 94403	San Mateo CA 94403	United States of America
United States of America	United States of America	

NO.	ITEM	QTY.	UOM	PRICE	AMOUNT
1	18765: Z Master Revolution 60 In. My Ride	1.0000	EA	45,554.0000	33,254.42
2	139-6655: RECYCLER KITND/GM 3300 60"	1.0000	EA	376.9900	376.99
3	145-3508-03: BLADE-20.5IN, RECYCLER	1.0000	EA	27.9900	27.99
4	66100: BACKPACK BLOWER CANNONREV 60V	1.0000	EA	449.0000	0.00
5	66550: CHARGER-BATTERY SIX POD60V 12 AMP	1.0000	EA	449.0000	0.00
6	66110T: STRING TRIMMER REV 60V	1.0000	EA	449.0000	0.00
7	66005: TETHER-BACKPACK REV 60V	1.0000	EA	219.0000	0.00
8	66810: BATTERY-LIION, 60V 10 AH, DOM	4.0000	EA	449.9900	0.00
9	FSD1: Setup	1.0000	EA	673.1900	673.19
10	FSD2: Delivery	1.0000	EA	673.1900	673.19

Signature:

Quote Total: 35,005.78
Tax Total: 3,369.31
Total (USD): 38,375.09



Northern California Division
PO Box 748728
Los Angeles, CA, 90074-8728
Phone: 800-585-8001

QUOTE

Quote Nbr.: Q001049
Order Date: 7/9/2024
Valid Until:
Sales Person: Brian Daum
Customer ID: 03490
Reference:
Payment Terms:
For: Hostick, Ron

Notes: Sourcewell 22% off MSRP pricing per contract 031121-TTC was used. 15-24 month lead time minimum. Turf Star cannot hold price due to market instability. Pricing will be finalized 30-60 days prior to delivery. Customer has the right to cancel the order at any time.

FOR:	SHIP TO:	BILL TO:
City of San Mateo	City of San Mateo	330 W 20th Ave
330 W 20th Ave	330 W 20th Ave	San Mateo CA 94403
San Mateo CA 94403	San Mateo CA 94403	United States of America
United States of America	United States of America	

NO.	ITEM	QTY.	UOM	PRICE	AMOUNT
1	30887: Groundsmaster 4700	1.0000	EA	104,665.8600	104,665.86
2	108-1484: BLADE SERVICE PACK, 27 IN	1.0000	EA	196.0886	196.07
3	30901: Cab GM4500/4700	1.0000	EA	20,531.9400	20,531.94
4	30877: A/C Kit YanmarGM45i/4700 Cab	1.0000	EA	1,268.2800	1,268.28
5	FSD1: Setup	1.0000	EA	2,533.2500	2,533.25
6	FSD2: Delivery	1.0000	EA	2,533.2500	2,533.25

Signature:

Quote Total: 131,728.65
Tax Total: 12,678.88
Total (USD): 144,407.53