



CITY OF
SUN PRAIRIE
Wisconsin

CITY OF SUN PRAIRIE

SALES AGREEMENT

Contract #: Click or tap here to enter text.

Title: 2023 Bulk Tree Purchase

Department: Parks, Recreation, and Forestry

SALES AGREEMENT

This Sales Agreement (the “**Agreement**”) is entered into **Thursday, March 19, 2020** (the “**Effective Date**”), by and between the City of Sun Prairie, located in Dane County, Wisconsin (the “**Buyer**”) and [Click or tap here to enter text.](#), of [Click or tap here to enter text.](#), [Click or tap here to enter text.](#) (the “**Seller**”), collectively “the **Parties.**”

BACKGROUND:

Seller is the manufacturer/distributor of the following product(s):

[Click or tap here to enter text.](#)

and

Buyer wishes to purchase the afore-mentioned product(s).

THEREFORE, the Parties agree as follows:

1. **Sale of Goods.** Seller agrees to sell, and Buyer agrees to purchase the following items in the following quantities and at the prices (the “**Goods**”).

[Click or tap here to enter text.](#)

2. **Delivery.** Seller shall deliver the Goods to Buyer on or before [Click or tap to enter a date.](#) to the following address: [Click or tap here to enter text.](#) The Goods shall be deemed delivered when Buyer has accepted delivery at the above-referenced location. Delivery costs have been included in the bid form.

3. **Purchase Price & Payments.** Seller will provide an invoice to Buyer at the time of delivery. Payment for the Goods is due within thirty (30) days of the date of Seller’s invoice, in which the date will not be before the date of Seller’s delivery of the Goods.

4. **Inspection of Goods & Rejection.** Buyer is entitled to inspect the Goods upon delivery. The Buyer reserves the right to reject delivery of any or all Goods, at the time of delivery up to five (5) business days from the date of delivery, if they are deemed unacceptable due to noncompliance with the quality standards identified in the Request for Bid. If the Goods are unacceptable for any reason, the Goods will be rejected and may be replaced at the Seller’s expense.

5. **Risk of Loss.** Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.
6. **Title.** Title to the Goods will remain with the Seller until Buyer accepts delivery.
7. **Excuse for Delay or Failure to Perform.** Seller will not be liable to Buyer for any delay, non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control. Seller shall notify Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.
8. **Termination.** Buyer reserves the right to cancel any portion of this agreement affected by a default of Seller or any insolvency or suspension of Seller's operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.
9. **Warranties.** The goods are sold 'as is'. Seller expressly disclaims all warranties, whether express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
10. **Limitation of Liability.** under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Remedies and Legal Fees.** In the event of a dispute, Buyer's sole remedy for any and all losses or damages resulting from defective Goods or from any other cause will be for the purchase price of the particular Goods with respect to which losses or damages are claimed, plus any shipping costs paid by Buyer. In the event such dispute results in legal

action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States. The Parties each represent that they have the authority to enter into this Agreement.
15. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by _____ law.
16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands at Sun Prairie, Wisconsin.

CITY OF SUN PRAIRIE
a municipal government

CONTRACTOR

By: _____
Paul Esser, Mayor

Date: _____

By: _____
Elena Hilby, City Clerk

Date: _____

Approved as to Form:

By: _____
Kathleen McDaniel, City Attorney

Date: _____

By: _____
Kristin Vander Kooj, City Treasurer

Date: _____

(Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

