

OZARKS BARGE & DOCK SERVICE, INC.

P.O. Box 140 • Gravois Mills, MO 65037

573-372-5501 • fax: 573-372-3672

www.ozarkbarge.com • Email: nlnag@socket.net

CUSTOMER WORK

ORDERED BY	0	HOME PHONE	0
ADDRESS	0	LAKE PHONE	0
CITY, ST., ZIP	0	LAKE COUNTY	0
EMAIL	0	LAKE ADDRESS	0

This contract, made and entered into on this day November 17, 20 21 by and between Ozarks Barge & Dock Service, Inc., and the above named buyer, for the consideration of \$1,627,595.00 total price, including sales tax Ozarks Barge & Dock Service, Inc. does hereby agree to furnish to the buyer the materials and/or labor and materials, specified on the reverse of this contract, within the time specified on page one, withstanding strikes by the manufacturer or truck lines, or delays caused by acts of God or inclement weather conditions, or other conditions not in the control of Ozarks Barge & Dock Service, Inc.

Products—Whether repair or new are hereafter known as Docks, Boat Holts, and etc.

It is understood by both parties the following terms and conditions are a part of this contract, and are agreed to by both parties:

- 1 All prices quoted are F.O.B. Ozarks Barge & Dock Service, Inc.'s business location at 13727 Highway P, Gravois Mills, MO 65037, unless otherwise stated on the reverse side under "delivery".
- 2 All terms are cash, due on the dates specified on page one of this contract, and upon receipt of the final payment of balance due, Ozarks Barge & Dock Service, Inc. agrees to warrant the buyer against all claims by materials suppliers. Buyer further agrees to pay interest on all amounts that are not paid as agreed on the reverse side of this contract at the rate of 1.5% per month. If this account is collected by a collection agency or an attorney, by suit or otherwise, buyer agrees to pay all collection fees and/or attorney's fees and cost of collection. Terms if not otherwise specified are not 30 days. Inasmuch as any loss arising from a breach of this agreement would be difficult to determine, it is agreed that in the event buyer fails to comply with the terms hereof, buyer shall not receive back any amounts paid to date to Ozarks Barge & Dock Service, Inc., and the same shall be paid to Ozarks Barge & Dock Service, Inc. by buyer and accepted by Ozarks Barge & Dock Service, Inc., as and for liquidated damages for such injury and damages as Ozarks Barge & Dock Service, Inc., may suffer by reason of the non-performance of this contract on the part of the buyer.
- 3 Title to the dock shall remain in Ozarks Barge & Dock Service, Inc., until such time as final payment is made, and if payment is not received as when indicated on page one of this contract as being due, then Ozarks Barge & Dock Service, Inc., shall retain the right as owner of the dock to remove the dock from whatever location, to a location deemed necessary by Ozarks Barge & Dock Service, Inc., for safe keeping, and if such movement is made due to payment not being made as agreed, the buyer hereby agrees to reimburse Ozarks Barge & Dock Service, Inc., for such movement at the rate of \$75.00 per mile to and from the buyer's location, and for any other expenses incurred as a result of this movement of the dock.
- 4 Disclaimer of Warranties. All material and goods not manufactured or designed by seller shall receive only such warranty, if any, as given by the manufacturer thereof. THERE ARE NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED, (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY EXCLUDED HEREUNDER). IN ANY EVENT BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE THE RIGHT TO REQUIRE SELLER TO REPAIR, OR AT SELLER'S OPTION TO REPLACE ANY DEFECTIVE MATERIAL. In the event that repair or replacement is an ineffective remedy, buyer's sole and exclusive additional remedy is the right to recover the amount paid to seller hereunder. Under no circumstances shall buyer be entitled to any incidental or consequential damages as defined by the Uniform Commercial Code or to any damages caused by wind, waves, ice, storm or any other weather condition. 2 FULL YEARS PARTS & LABOR
- 5 Installation. Buyer shall be solely responsible at its cost for the installation and erection of all lifts purchased hereunder. Although seller may in some cases provide a serviceman, data and drawings to aid buyer with startup or installation, seller assumes no responsibility for startup or installation of the goods and disclaims any express or implied warranties with respect to such startup or installation. Whether or not data and drawings are provided or a serviceman aids in the installation, buyer shall indemnify and hold seller harmless from all claims, demands, or legal proceedings (including the costs, expenses and reasonable attorneys' fees incurred in connection with the defense of any such matter) which may be made or brought against seller in connection with damage or personal injury arising out of said startup or installation.
- 6 Ozarks Barge & Dock Service, Inc. will obtain the dock permit and will make sure the dock is in the proper location. The buyer will be responsible for the dock permit fees.
- 7 Buyer is responsible for the preparation of the site on which the dock is to be placed, and hire all necessary parties to determine that the site is adequate and structurally able to hold the dock. Ozarks Barge & Dock Service, Inc. agrees to provide any and all information regarding the dock necessary to determine the adequacy of the site.

For

 Buyer
 11/15/2021

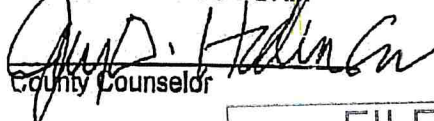
Ozarks Barge & Dock Service, Inc.

By: 
Seller

Buyer

Please make all checks payable to: OZARKS BARGE & DOCK SERVICE, INC.

APPROVED AS TO FORM


 County Counselor

ATTEST:


 Clerk of the County Legislature

FILED

NOV 23 2021

MARY JO SPINO
COUNTY CLERK

R. 20800

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 1608 58060
ACCOUNT TITLE: Park Fund
Construction Services
Other Improvements

NOT TO EXCEED: \$1,627,595.000 003-1608-58060 \$1,292,595.
300-1608-58060 \$335,000

11-17-2021
Date


Director of Finance and Purchasing

CT 160821006 000