



Miami  
 3100 NW 131st Street  
 Opa-locka, FL 33054  
 PH: (305) 509-6065  
 FAX: (305) 509-6066

Purchase Agreement No: SFQ-676647  
 Purchase Agreement Date: 01-27-2021  
 Purchase Agreement Expires: 7 days  
 Sales Consultant: Joey Gonzalez  
 Email: jgonzalez@pacvan.com

**Billing Information**

CITKEY  
 City Of Key West  
 Marcus Davila  
 633 Palm Ave.  
 Key West, FL 33040  
 Ph:(305) 809-3979  
 Fax:(305) 293-6477

**Shipping Information**

City Of Key West  
  
 Key West, FL 33040

Charges	Quantity	Unit Price	Total Sale Price
10x40MO - 10x36Box Open Space	1.00	\$28,495.00	\$28,495.00
12x48MO - 12x44Box Restroom & Open Space	1.00	\$38,595.00	\$38,595.00
12x60MO - 12x56Box 1 Office & Open Space	1.00	\$43,295.00	\$43,295.00
Delivery of 12x48MO Legal Height	1.00	\$5,195.00	\$5,195.00
Delivery of 10x40MO Legal Height	1.00	\$5,195.00	\$5,195.00
Delivery of 12x60MO Legal Height	1.00	\$5,195.00	\$5,195.00

**Total: \$125,970.00**

**Notes:**

- \*\*\*All buildings manufactured to Wind Zone: 180 M.P.H. / Exposure C / Business Occupancy / Monroe County, FL
- \*\*\*Impact Rated Windows & Doors are optional. Windows require wind-born debris resistance which is not included in this quote. Owner assumes all liability for compliance.
- \*\*\* Skirting is not included

**SPECIAL OFFER:**

**Need Storage?**

**Please ask us about our special pricing on all Storage Containers with your order.**

Included With Your Pac-Van Agreement:  
 Superior Customer Service  
 Nationwide Service From a Local Company  
 Your One Stop for Mobile & Ground-Level Offices, Modular Buildings, and Storage Equipment

*This agreement is made between Pac-Van, Inc., herein called the Seller, and City Of Key West herein called the Purchaser, and is subject to the Equipment and/or Services Purchase Agreement Terms and Conditions attached hereto.*

*The purchaser is responsible for securing any and all applicable building permits, licenses, or approvals necessary for the purchased equipment. This Purchase Agreement is based on a level, compact, and accessible site. Unless specified, this Purchase Agreement excludes taxes and other services. Seller does not warrant in any way that the equipment meets any local, state, federal or other code unless specified. This Purchase Agreement is contingent on final acceptance by Seller and credit approval by Seller.*

→ **Sign Here**  
 Signature: \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed: **Joey Gonzalez**  
 Title: **Sales Representative**  
 Date: \_\_\_\_\_



## Equipment and/or Services Purchase Agreement Terms and Conditions

1. **Sale.** Pac-Van, Inc. ("Seller") hereby sells, and the party identified on the reverse hereof ("Purchaser") hereby purchases from Seller, all of Seller's right, title and interest in the equipment identified on the reverse hereof (the "Equipment") pursuant to the terms of this Equipment and/or Services Purchase Agreement (this "Agreement").
2. **Scope of Work.** Seller shall be responsible for delivering to Purchaser only the Equipment and/or rendering the services (the "Services") specified in the attached quote ("Quote") or scope of work document ("Work Document"). Seller is not obligated to sell any Equipment or render any Service unless specified on the attached Quote, Work Document or an approved change order signed by Purchaser and Seller. In the case of a building ("Building") which is newly manufactured, Seller may request Purchaser to approve floor plans, specifications, finish selections, and other documentation required by the manufacturer prior to commencing building process. Any changes to these Building specifications must be approved in writing by both Purchaser and Seller.
3. **Regulatory Requirements:** The Purchaser shall promptly execute and comply with all federal, state, and local statutes, ordinances, and all other regulatory requirements (including any state or local building codes) applicable to the Equipment. Unless the Quote states that Seller is responsible for obtaining permits for the Equipment, Purchaser shall be solely responsible for obtaining all permits necessary to set and occupy the Equipment. Purchaser shall be solely responsible for all taxes (including sales and property tax), permit fees and other costs related to the sale of the Equipment. After receipt of payment in full for the Equipment, Seller shall deliver to Purchaser a bill of sale or a statement of origin for the Equipment.
4. **Site Conditions:** Unless otherwise specified on the Quote, Purchaser shall be solely responsible for providing a safe, level, and compact site with appropriate accessibility for delivery of the Equipment and any Services or set up of the Equipment. Purchaser shall be responsible for additional costs related to site conditions deemed unacceptable or inadequate by Seller.
5. **Utilities:** Purchaser shall be solely responsible for arranging for utility service, running necessary utility lines and connecting utilities to the Equipment, unless specified otherwise on the Quote.
6. **Insurance:** Purchaser, at its own expense, shall insure for risks of loss or damage to the Equipment or injury to any person commencing upon arrival of the Equipment at the delivery location (when Equipment is unhooked from transportation equipment).
7. **Acceptance:** Upon completion of the Services, Seller will request acceptance of the Equipment ("Acceptance") by Purchaser. The Purchaser shall have the right to inspect all Equipment ("Inspection") prior to Acceptance. Inspection and Acceptance will not be unreasonably delayed or refused. Purchaser may submit a written list to the Seller for elements of the Equipment which are not accepted by Purchaser (the "Punch List"). Seller will use reasonable commercial efforts to resolve all Punch List items in a reasonable and timely manner. Upon receipt of Acceptance and full payment for the Equipment, Seller will authorize Purchaser to use the Equipment (including the transfer of keys if applicable). In the absence of a written Acceptance delivered to Seller from Purchaser, Purchaser's use by of the Equipment or payment in full acknowledges Purchaser's full Acceptance of the Equipment and satisfactory completion of Seller's responsibilities under this Agreement.
8. **Delays:** In the case of new manufactured Buildings, Purchaser may not delay delivery of a Building for more than 10 business days after the Equipment is made available to Seller by the Building manufacturer. In the event such a delay lasts 10 business days, Purchaser agrees to accept the Equipment on the tenth business day following delivery (the "Outside Delivery Date") "as is, where is" and responsibility for the Building including liability and risk of loss shall transfer to Purchaser on the Outside Delivery Date. In addition, Purchaser agrees to make immediate payment in full for the Equipment no later than the Outside Delivery Date. In the event of such delay, Seller reserves the right to change its pricing for any Services. If Purchaser fails to conduct the Inspection and provide Acceptance in a reasonable and timely manner (not to occur later than the Outside Delivery Date), Purchaser shall be deemed to have delivered Acceptance to Seller and shall pay Purchaser in full for the Equipment.
9. **Warranties:** Seller extends and assigns any and all manufacturer's warranties related to the Equipment. There are no additional warranties.



## Equipment and/or Services Purchase Agreement Terms and Conditions

**Warranty Disclaimer – EXCEPT FOR THE MANUFACTURER’S WARRANTIES, WHICH ARE HEREBY ASSIGNED TO PURCHASER, PURCHASER AGREES THAT THE EQUIPMENT, THE SERVICES RENDERED BY SELLER AND OTHER ITEMS DELIVERED TO PURCHASER ARE DELIVERED “AS IS, WHERE IS” WITH ALL FAULTS AND DEFECTS. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES AND RELEASES, ALL LIABILITIES AND OBLIGATIONS OF SELLER, AND PURCHASER AGREES THAT SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT PURCHASED BY PURCHASER OR THE SERVICES RENDERED BY SELLER, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, WORKMANSHIP, CONDITION, STORAGE CAPACITY OR COMPLIANCE WITH LAW.**

- 10. Payment Terms:** Unless otherwise stated in the Quote or Work Document, Purchaser shall pay Seller the price for the Equipment and the fees for the Services (collectively, the “Charges”) for the Equipment and Services as follows: (a) 25% of the Charges are due upon signing and delivery of this Agreement to Purchaser, (b) 65% of the Charges are due upon delivery of the Equipment and /or Services and (c) 10% of the Charges are due upon Acceptance of the Equipment and/or Services.
- 11. Assignment:** Purchaser shall neither assign its rights nor delegate performance of its duties under this Agreement unless specifically approved in writing by Seller.
- 12. Termination of Agreement:** This Agreement may be terminated by Seller upon the occurrence of any of the following: (1) Purchaser fails to obtain credit approval from Seller, (2) Seller’s business closes, (3) manufacturer’s business closes and Seller is unable to obtain the same or similar Equipment from another manufacturer without additional cost, (4) Purchaser requests cancellation and receives Seller’s written approval prior to Seller placing purchase order for the new manufactured Building or (5) Purchaser’s default. Otherwise, Purchaser’s breach of this Agreement shall not constitute a termination of this Agreement, and Purchaser shall remain liable for the full performance of all obligations on the part of the Purchaser under this Agreement.
- 13. Indemnification:** Purchaser shall indemnify, hold harmless, defend and reimburse Seller and its directors, officers, shareholders, employees, agents, affiliates and assigns (collectively, the “Seller Related Parties”) from and against all losses, damages, death, claims, injuries, costs and attorney’s fees, whether or not caused by the concurrent negligence of the Seller Related Parties, arising from (a) the loss of, damage to or destruction of Equipment or its contents (the “Contents”) due to collision, forces of nature, fire or other casualty, (b) damage to Purchaser’s goods or property caused during storage in or transport of the Equipment or the Contents, (c) any levy, attachment or repossession of the Equipment, (d) any fine, liens, tax, penalty, towing, impound or other charges arising from Purchaser’s use of the Equipment, (e) Purchaser’s breach of this Agreement, (f) the use, maintenance, operation, ownership, transport or rental of the Equipment by Purchaser or Purchaser’s agents, (g) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Purchaser’s rental of the Equipment pursuant to this Agreement or (h) any environmental statutory or regulatory compliance requirements applicable to any Equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. The indemnification obligations of Purchaser hereunder shall survive the termination of this Agreement.
- 14. Seller’s Remedies:** In the event of any default by the Purchaser under this Agreement, Seller may: (a) declare the entire amount under this Agreement immediately due and payable, without notice or demand to the Purchaser, (b) sue for recovery of all payments, and other payments, then accrued or thereafter accruing, (c) take possession of the purchased equipment and any parts thereof, without demand or notice, wherever



## Equipment and/or Services Purchase Agreement Terms and Conditions

the same shall be located, without any court order or process of law and (d) sue for damages for loss of business profits, loss of revenue, labor costs, all expenses associated with the pick-up of the purchased equipment, attorney fees or any other consequential damage.

15. **Attorney Fees and Forum Selection:** In the event of any dispute arising under or in connection with this Agreement or any action to enforce this Agreement or to remedy a default or breach hereunder, the prevailing party therein shall be entitled to recover from the non-prevailing party all costs and expenses related to such proceeding or claim, including, without limitation, reasonable attorneys' fees and expert witness fees. All claims brought by Seller against Purchaser or Purchaser against Seller shall be subject to and governed by the laws of the State of Indiana, venue for such claims shall be solely in and subject to the jurisdiction of Marion County, Indiana and no other jurisdiction.
16. **Sending of Notices:** For purposes of any notice required, Seller represents that its principal place of business is located at 9155 Harrison Park Court, Indianapolis, IN 46216. Purchaser represents that its principal place of business is located at the address set forth in the Quote. Notice mailed to the office of Purchaser or Seller shall constitute sufficient notice to comply with the terms of this Agreement. Notices emailed to Seller at notices@pacvan.com shall constitute sufficient notice to Seller.
17. **Entire Agreement:** The terms of this Agreement are intended by the Purchaser and Seller as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms. This Agreement may not be modified or rescinded in any manner except by the written agreement of both Seller and Purchaser. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

# Pac-Van™

www.pacvan.com



Joey

## Meet Joey

We have expanded our local sales team to enhance the superior levels of customer service you've come to expect from us. Whether you need a storage container, ground level office, mobile/modular building or liquid storage tank, **Joey Gonzalez** is here to help. Contact him today.

Direct | Toll Free

**305.509.6065 | 800.586.1295**

**jgonzalez@pacvan.com**

# Meet Joey



*Joey*

Contact **Joey Gonzalez** from the Miami team today to find out how he can help solve your storage and office needs.

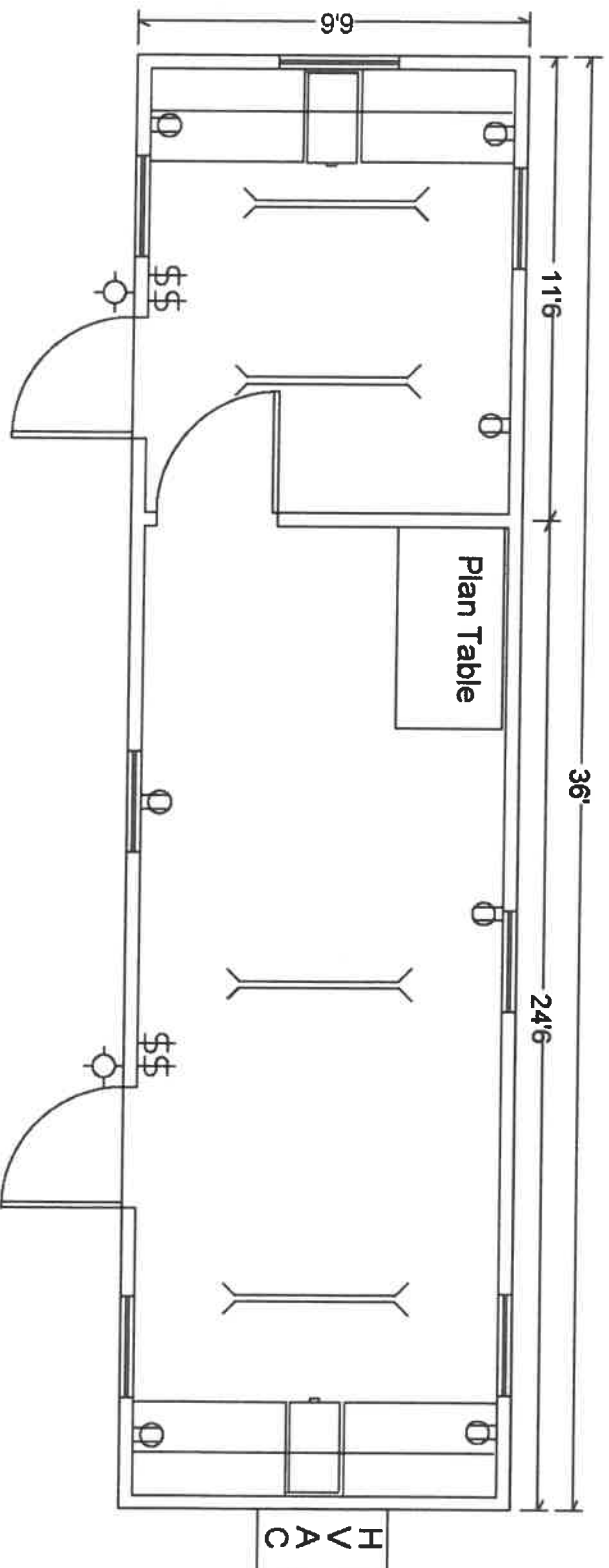
**Direct: 305.509.6065**  
**Toll Free: 800.586.1295**  
**[jgonzalez@pacvan.com](mailto:jgonzalez@pacvan.com)**

**Pac-Van™**

[www.pacvan.com](http://www.pacvan.com)



## 10x40 Mobile Office 1 Private Office & 1 Main Office



### Building Specifications:

- 1040 Mobile Office – Florida
- 100 Amp Electrical Service, 120/240 Volt, Single Phase, 3 wire, 60 HZ
- Central Heating and Air Conditioning
- Aluminum Exterior Siding and Trim

### Additional Pac-Van Features:

- Commercial Block Tile Flooring
- ¼" Birch Hardwood Paneling
- High Pressure Laminate Desks at each end
- (2) 2-Drawer Locking File Cabinets
- Overhead Shelving above each desk
- Plan Table (fold down or with storage)
- Exterior Lights for Night Security
- Horizontal Sliding Windows with Insect Screens

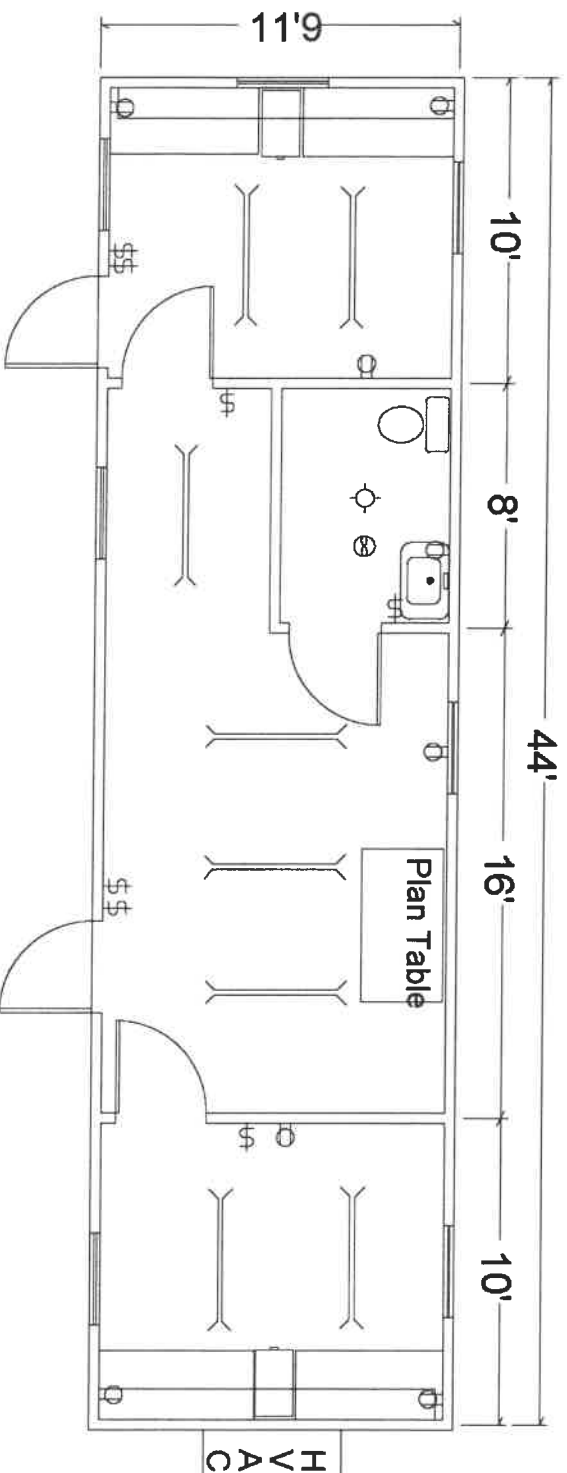
**Experience the Pac-Van Difference – Your single source for quality, service and value!**

*We promise quality in our product. We promise service above and beyond. We keep our promises.*

*Call us today for a free quote at 1-800-546-1050*



## 12x48 Mobile Office with ADA Restroom 2 Private Offices & 1 Main Office



### Building Specifications:

- 1248 Mobile Office-- Florida
- 100 Amp Electrical Service, 120/240 Volt, Single Phase, 3-wire, 60 HZ
- Central Heating and Air Conditioning
- Aluminum Exterior Siding and Trim
- Dead-Bolt and Security Latch Guard on Rear Door

### Additional Pac-Van Features:

- Commercial Block Tile Flooring
- 1/4" Birch Hardwood Paneling
- ADA Compliant Restroom
- High Pressure Laminate Desks
- (2) 2-Drawer Locking File Cabinets
- Overhead Shelf above the Desks
- Plan Table (fold down or with storage)
- Horizontal Sliding Windows with Insect Screens

**Experience the Pac-Van Difference – Your single source for quality, service and value!**

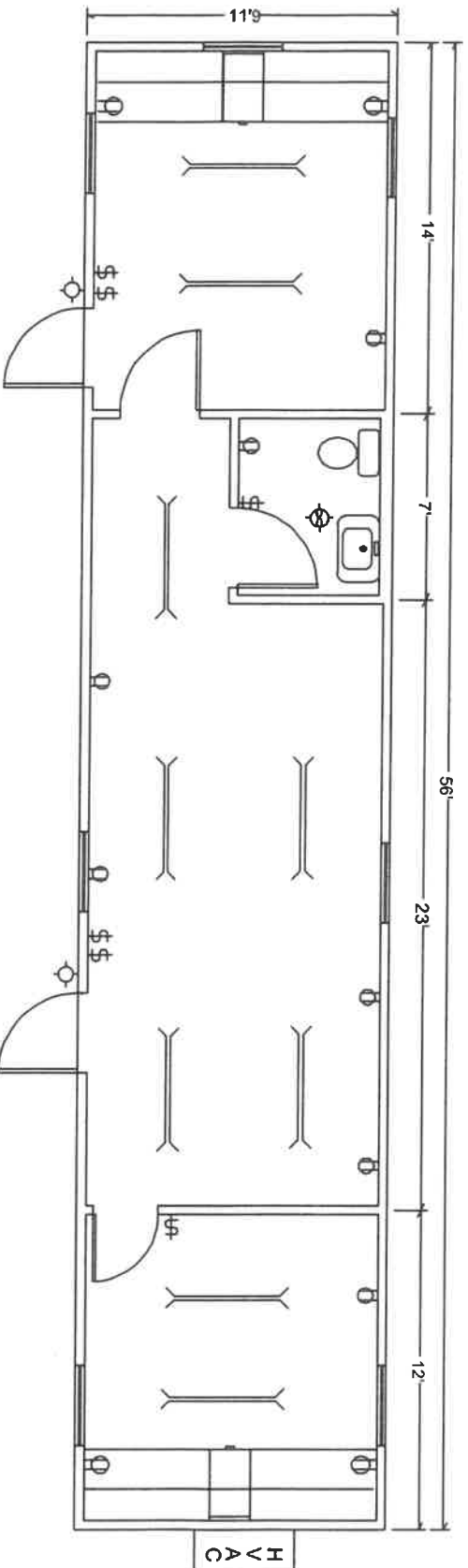
*We promise quality in our product. We promise service above and beyond. We keep our promises.*

*Call us today for a free quote at 1-800-546-1050*





## 12x60 Mobile Office with ADA Restroom 2 Private Offices & 1 Main Office



**Building Specifications**  
1260 Mobile Office - Florida  
100 Amp Electrical Service, 120/240 Volt,  
Single Phase, 3 wire, 60 HZ  
Central Heating and Air Conditioning  
Aluminum Exterior Siding and Trim  
Dead-Bolts and Security Latch Covers on all Exterior Doors

**Additional Pac-Van Features**  
Commercial Block Tile Flooring  
1/4" Birch Hardwood Paneling  
High pressure laminate desk tops at each end  
(2) 2-Drawer Locking File Cabinets  
Overhead Shelving above each desk  
Plan Table with Storage  
Central Area for meetings  
Horizontal Sliding windows with insect screens  
ADA Compliant Restroom

**Experience the Pac-Van Difference – Your single source for quality, service and value!**

*We promise quality in our product. We promise service above and beyond. We keep our promises.*

*Call us today for a free quote at 1-800-546-1050*

## Marcus A. Davila

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**From:** Joey Gonzalez <jgonzalez@pacvan.com>  
**Sent:** Thursday, February 4, 2021 12:56 PM  
**To:** Marcus A. Davila  
**Subject:** Purchase Quote SFQ-676647 for City Of Key West  
**Attachments:** APV - Purchase Quote - CKW-10x40-12x48-12x60-KeyWest.pdf

Good afternoon Marcus, were you able to review my quote?

See attached quote as requested. We are currently about 6-7 weeks off-line from PO, sign-off and colors (that's as of today). Please note that I quoted Hardi panel siding since aluminum and hi-rib is no longer approved for high wind speed areas of FL on new buildings. Thank you for the opportunity!

Regards,

Joey Gonzalez  
Sales Representative  
Pac-Van, Inc.  
3100 NW 131st Street, Opa-locka, FL 33054  
p: (305) 509-6065 - f: (305) 509-6066 - m: (786) 360-9353  
[jgonzalez@pacvan.com](mailto:jgonzalez@pacvan.com)

**\*\*Ask me about our new safe, secure and simple PV3 Safety Container.**



Joey Gonzalez  
Sales Representative  
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