

## **PURCHASE AGREEMENT FOR CONSTRUCTION EQUIPMENT**

Wayne County Building Authority, an authority established in Wayne County under the laws of the State of Michigan, whose principal place of business is located at 500 Griswold, Detroit, MI., 48226 (as "Buyer"), and Blaze Contracting, Inc. a Michigan corporation, whose principal place of business is located at 5640 St. Jean, Detroit, MI., 48213 (as "Seller") hereby enter into this Purchase Agreement for Construction Equipment (the "Agreement") for the purchase and sale of the items of construction equipment described below in **AS-IS/WHERE-IS** condition, effective on payment in full of the purchase price described below, according to the following terms and conditions:

**I. Identification of Equipment.** The "Equipment" being purchased is described as follows:

**All concrete jersey barrier wall, all temporary chain link fencing and associated tension wire, and all associated gates supplied to Buyer by Seller as rental property in accordance with a certain rental agreement between the parties dated July 22, 2011, and currently located on the County property at the former job site for the Wayne County Consolidated Jail facility site directly east of the Frank Murphy Hall of Justice Center and bordered by St. Antoine Street on the west, Gratiot St. on the north, the Chrysler Freeway on the east and Macomb Street on the south (the "Site"),**

said Equipment being surrendered by Seller to Buyer in its current location or locations at the Site, as said Equipment may be or may have been modified (in terms of configuration and/or location) in accordance with project conditions at the Site.

**II. Purchase Price.** Buyer shall pay Seller a fixed lump sum price as follows:

<b><u>Total Purchase Price:</u></b>	<b>\$80,999 (eighty thousand nine hundred and ninety-nine dollars even),</b>
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to be paid in full immediately upon Buyer's execution of this Agreement.

**III. AS IS—WHERE-IS Sale.** Buyer understands, agrees and acknowledges that the Equipment is being sold to Buyer in **AS IS—WHERE-IS** condition. Buyer represents and warrants that Buyer has had the opportunity to inspect the Equipment and is satisfied with its condition and expressly acknowledges, understands and agrees that the Equipment is being sold "**AS IS—WHERE-IS**" and hereby expressly waives any and all claims of defect, malfunction, or unsuitability of the Equipment, including without limitation, any and all claims of breach of any express or implied warranty of any kind.

**IV. Buyer's Covenants.** Buyer expressly indemnifies and holds Seller harmless, including reasonable attorneys fees, from any and all claims arising out of the sale or use of the Equipment from and after the date of sale. Buyer accepts full liability for the Equipment, damages, and any third party liability incurred from the use of the Equipment from and after the date of sale, including all insurance liability, and otherwise. Buyer represents, warrants and covenants as follows: (a) This Purchase Agreement has been approved by the Buyer, and in accordance with all applicable laws and procedures necessary for approval of agreements of this type by Buyer's organization. No other official action by the Buyer or any other agency or officer of the Buyer or of Wayne County is required to enter into this agreement or to implement its terms; and, (b) Buyer has the power and authority under applicable law to enter into this Agreement, entering into this Agreement is not an ultra vires action, and, once executed, this Agreement is a valid and binding obligation of Buyer.

**IV. Seller's Covenants.** Seller hereby grants, sells and transfers full ownership of the Equipment and surrenders possession of the Equipment to the Buyer for the above-stated price, in **AS-IS-WHERE-IS** condition. Seller represents and warrants that its execution, delivery and performance of this Agreement and the sale to Buyer of the Equipment has been duly authorized by all requisite company action on the part of Seller.

**IV. Miscellaneous.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. All prior negotiations, writings and discussions between the parties are merged into this Agreement, and this Agreement expressly terminates and supersedes the July 22, 2011 rental agreement between Buyer and Seller. No amendment of any provision of this Agreement will be valid unless the same is in writing and signed by all of the parties hereto. Notwithstanding anything contained herein to the contrary, in no event shall any party to this Agreement be liable or responsible to any other party to this Agreement for any consequential damages, punitive damages, or exemplary damages with respect to any breach or default of any obligation, covenant, representation or warranty made hereunder or otherwise relating to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Photostatic, email, or facsimile reproductions of this Agreement may be made and relied upon to the same extent as originals.

**SELLER**

**BLAZE CONTRACTING, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
President  
10/19/2014

**BUYER**

**WAYNE COUNTY BUILDING AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
Chairman  
11-19-14