

**PURCHASE AGREEMENT FOR
A 2019 NIFTYLIFT SP45D 4X4**

This Purchase Agreement (“Agreement”) is entered into as of April 8, 2026 (“Effective Date”), by and between Murfreesboro City Schools, a Tennessee municipal school district (“District”), and Christopher Equipment, Inc. (“Contractor”).

1. **Equipment.** Contractor agrees to sell and District agrees to purchase one (1) 2019 NiftyLift SP45D 4x4, as described in Contractor’s Quote q2697-1 dated March 13, 2026, which is incorporated by reference. All equipment must be fully functional and suitable for use in a warehouse environment.
2. **Price and Payment.** The total purchase price is \$36,100.00, inclusive of all fees and charges. District shall pay only after the equipment is delivered, inspected, accepted, and properly invoiced. Payment requires a valid District purchase order. Any vendor terms requiring payment in advance, payment upon delivery without inspection, or financing approval are expressly rejected.
3. **Delivery; Risk of Loss.** All goods shall be delivered FOB Destination to the location designated by the District. Title and risk of loss shall remain with Contractor until the goods have been delivered, inspected, and accepted by the District. Contractor shall be responsible for all shipping, handling, freight, and delivery costs unless otherwise expressly agreed in writing. Any conflicting shipping terms, including FOB Origin or similar terms in Contractor’s proposal or documentation, are expressly rejected.
4. **Warranty.** Contractor warrants that all goods provided under this Agreement shall be of good quality, free from defects in material and workmanship, and in conformity with the specifications and requirements of this Agreement. Contractor further warrants that the goods shall be fit for their intended purpose. Contractor shall assign and pass through to the District all manufacturer warranties applicable to the goods and shall reasonably assist the District in enforcing such warranties. In the event of any breach of warranty, Contractor shall, at no cost to the District and within a reasonable time, repair or replace the defective goods, at the District’s option. These warranties are in addition to any other rights or remedies available to the District under law or in equity.
5. **Termination.** District may terminate this Agreement for Contractor’s material failure to perform. Contractor shall have fifteen (15) calendar days to cure after written notice, unless the failure cannot reasonably be cured. Any vendor cancellation penalties or restocking fees are expressly rejected unless agreed to in writing by the District.
6. **Compliance with Law.** Contractor agrees to comply with all applicable federal, state, and local laws.
7. **Taxes.** District is tax-exempt and will provide documentation upon request. Contractor is responsible for its own taxes.
8. **Assignment.** Contractor may not assign this Agreement without District’s written consent.
9. **Governing Law and Venue.** This Agreement is governed by Tennessee law. Venue lies exclusively in Rutherford County, Tennessee.
10. **Entire Agreement.** This Agreement and the referenced Buyer’s Order constitute the entire agreement and may be amended only in writing signed by both parties.
11. **Effective Date.** This Agreement becomes binding when signed by authorized representatives of both parties.

12. **Authority of Signatories.** Each individual executing this Agreement on behalf of a party represents and warrants that they have full legal authority to bind such party to the terms of this Agreement, and that no further approvals, consents, or authorizations are required.

IN WITNESS WHEREOF, the parties enter into this agreement as of the “Effective Date” first listed above.

MURFREESBORO CITY SCHOOLS

CHRISTOPHER EQUIPMENT, INC

By: _____
Bobby N. Duke, III

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Lauren Bush, Assistant City Attorney