



**DANKO EMERGENCY EQUIPMENT Co.**  
302 East 4<sup>th</sup> Street • PO Box 218 • Snyder, NE 68664-0218  
(402) 568-2200 • Fax (877) 568-2443 • [trucksales@danko.net](mailto:trucksales@danko.net)

## PROPOSAL FOR FIRE APPARATUS

11/30/2023

TO: \_\_\_\_\_  
City of Crete/Crete Fire & Rescue  
\_\_\_\_\_  
Crete, NE

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of the accompanying contract, the following apparatus:

One (1) Danko Wildland Apparatus, as per Danko specifications	\$146,485.00
Installed on a 2023 Dodge RAM Regular Cab Chassis	
	TOTAL \$146,485.00

All of which are to be built in accordance with the specifications attached, and which are made a part of this agreement and contract to deliver same by 380-430 calendar days after receipt of signed and accepted contract to deliver same at Danko Emergency Equipment, Co. Proposal subject to all causes beyond our control, for the sum of:  
One hundred forty six thousand four hundred eighty five dollars and no/00-----

(\$ 146,485.00 ) F.O.B. Snyder, NE.

Terms: To be paid in full at final acceptance in Snyder, NE.

All payments of any nature must be paid directly from the customer to Danko Emergency Equipment Company in Snyder, Nebraska.

The amount named in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully Submitted  
DANKO EMERGENCY EQUIPMENT CO.

We agree to accept the above proposal

\_\_\_\_\_  
David Knobbe  
Title: Apparatus Sales Manager  
Date: 11/30/2023

\_\_\_\_\_  
(Customer Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## SALES AGREEMENT

This agreement, made by and between Danko Emergency Equipment Co. (the Company) of Snyder, Nebraska and \_\_\_\_\_ City of Crete/Crete Fire & Rescue of Crete, NE \_\_\_\_\_ (Buyer).

**WITNESSETH:** The Company agrees to deliver, upon the following terms and conditions, the apparatus and equipment described in the proposal and specifications attached hereto as a part of this agreement and contract.

**DELIVERY:** The apparatus and equipment covered by this contract shall be delivered FOB \_\_\_\_\_ Snyder, NE \_\_\_\_\_ within approximately \_\_\_\_\_ 380-430 \_\_\_\_\_ calendar days after acceptance of contract at the Company. Payment of the total purchase price will be made by \_\_\_\_\_ City of Crete/Crete Fire & Rescue of Crete, NE \_\_\_\_\_  
FOB at time of final delivery.

**SPECIFICATIONS:** It is specifically understood and agreed that the specifications in the attached proposal shall control, notwithstanding any other specification, written or oral, heretofore supplied or considered.

One (1) Danko Wildland Apparatus, as per Danko specifications  
**PRODUCT PURCHASED:** \_\_\_\_\_ Installed on a 2023 Dodge RAM Regular Cab Chassis \_\_\_\_\_

**PAYMENT:** Buyer agrees to purchase and pay for the aforesaid apparatus the total sum of:  
(\$ 146,485.00 ) \_\_\_\_\_ One hundred forty six thousand four hundred eighty five dollars and no/00-----  
**TERMS:** \_\_\_\_\_ To be paid in full at final acceptance in Snyder, NE. \_\_\_\_\_

All payments of any nature must be paid directly from the Buyer to Danko Emergency Equipment Company, 302 East 4<sup>th</sup> Street, Snyder, Nebraska.

**AUTHORITY:** Only authorized officers of the Company may act for and on its behalf, and all other representations hereafter made are not binding upon the company.

**COMPLETENESS:** Buyer has fully read and understands this Sales Agreement. The Buyer acknowledges that this Sales Agreement is the full and complete agreement of the Company and Buyer and that any and all earlier discussions, dialogue and negotiations are merged into this Sales Agreement. Buyer asserts that there are no warranties, agreements, or understandings written or oral which in any manner alter, abridge, or conflict with the terms of the Sales Agreement. Buyer further understands that when accepted the Company this Sales Agreement may not be altered, modified, or abridged except with a formal, properly executed Change Order that has been signed by an authorized person for both the buyer and the Company.

**COMPLETION:** The Products shall be completed by the Company as outlined in this Agreement. This date is only approximate and is subject to delays caused by war, fire strike, Acts of God, shortages of materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other fact or event beyond the Company's control, none of which factors or events shall give rise to any liability on the part of the Company, whether for general, incidental, or consequential damages. Any such delay shall not constitute grounds for cancellation by Buyer.

**SURCHARGE:** If, during the agreement term, any existing orders are change by the manufacturer's (the Company) supplier after the issuance of a purchase order; or any new laws or regulations are enacted that require the Company to make substantial and unanticipated expenditures (whether capitalized or otherwise) with respect to the components ordered or with respect to the services provided hereunder, the Company may, subject to the terms of this paragraph impose a surcharge (a "Surcharge") to cover the customer's pro rata share of the cost of complying with these increase costs, laws or regulations.

**TAXES:** Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or us tax imposed upon the Company, Buyer of the Products. If the Products are exempt from taxes upon the proper execution of an exemption certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

**TERMS OF PAYMENT:**

- a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.
- b) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

**The Buyer** will receive written notice once the Vehicle is ready for inspection. The Company requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

**Use of Equipment; Indemnification:** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by the Company; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered, or bypassed. Buyer agrees to indemnify and hold the Company harmless from and against all claims, damages, and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach of Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

**CANCELLATION:** This Agreement is subject to cancellation by the Buyer. In the event of a cancellation, both parties shall agree to appropriate cancellation charges. Appropriate cancellation charges shall take into account expenses already incurred and Commitments made by the Company.

**LIMITED WARRANTY:** The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, The Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than specified in the operation and handling instructions provide by the Company, or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

**WARRANTY DISCLAIMER:**

There are not warranties which extend beyond the description of the face hereof except as expressly set forth herein. The limited warranty granted by the company to the buyer herein shall be in lieu of all other warranties, express or implied. The company disclaims any implied warranty of fitness of the products for a particular purpose. No promise or affirmation of fact shall constitute warranty by the company or give rise to any liability or obligation of the company.



This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

**ROR/SALESMAN:**

ROR/Dealership: Danko Emergency Equipment

Sales Representative: Jeff Horn

Date: 11 / 30 / 2023

**CUSTOMER'S AUTHORIZED SIGNATURE/SIGNATURES:**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Phone Number: \_\_\_\_\_

**DANKO:**

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

Danko Emergency Equipment  
Mark A. Kreikemeier, President

Date of Sales Agreement Acceptance: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



FIRE | RESCUE | EMS

### DANKO ORDER CHECKLIST

302 East 4<sup>th</sup> Street; PO Box 218

Snyder, NE 68664-0218

Toll Free: (866) 568-2200 • Phone (402) 568-2200

trucksales@danko.net • www.danko.net

**EVERYTHING** included in this packet must be completed as indicated and returned to Danko. **FAILURE** to include the proper information or make any unapproved changes to this information will only delay signing and acceptance of the contract. If the information does not apply please fill in N/A or give a brief explanation.

#### DEPARTMENT INFORMATION:

CUSTOMER/DEPARTMENT NAME: City of Crete, Crete Fire and Rescue

PHYSICAL ADDRESS: 210 E. 14<sup>th</sup> St.

MAILING ADDRESS: PO Box 411

CITY: Crete STATE: NE ZIP: 68333

DEPARTMENT PHONE: 402-826-3473

DEPARTMENT WEBSITE: \_\_\_\_\_

#### DEPARTMENT BILLING ADDRESS: *THIS IS WHERE VITAL PAPERWORK WILL BE MAILED/EMAILED.*

*(CHANGE ORDERS, INVOICES, MSO, ETC.)*

CUSTOMER/DEPARTMENT NAME: \_\_\_\_\_

ATTN: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#### AUTHORIZED CONTACTS:

CONTACT 1: Tod Allen TITLE: Fire Chief

WK PH: \_\_\_\_\_ CELL PH: 402-560-6240

EMAIL: tod.allen@crete.ne.gov

CONTACT 2: James Yost TITLE: Asst. Chief

WK PH: \_\_\_\_\_ CELL PH: 402-418-1854

EMAIL: james.yost@crete.ne.gov

PERFORMANCE BOND REQUIRED: ☐ YES ☐ NOT INCLUDED IN THE BID PRICE.

FEMA GRANT: ☐ YES ☒ NO

#### FACTORY VISITS/INSPECTION TRIPS (AT CUSTOMER'S EXPENSE):

PRE-CONSTRUCTION ☒ YES ☐ NO

CHASSIS INSPECTION ☐ YES ☐ NO

MID-POINT INSPECTION ☐ YES ☐ NO

FINAL/DELIVERY INSPECTION ☒ YES ☐ NO



☒ **CHASSIS-DANKO SUPPLIED:** *Check One and Complete Information Below*

CHASSIS TOP SPEED: N/A MPH

*\*\* Required for all commercial chassis; ex. IHC, FL, GMC, PBLT, etc.*

FIN (FLEET IDENTIFICATION NUMBER): \_\_\_\_\_

*\*\* REQUIRED FOR FORD F-350, F-450, AND F-550 CHASSIS.*

CALL FORD FLEET @ 1-800-343-5338.  
CONTACT DAVID KNOBBE AT DANKO WITH  
QUESTIONS.

**TITLE/MSO ADDRESS** *(Indicate owner of this vehicle-how the title shall be completed.)*

NAME OF PURCHASER(S): City of Crete

PHYSICAL ADDRESS: 243 E. 13<sup>th</sup> St.

CITY: Crete

STATE: NE

ZIP: 68333

☐ **CHASSIS-CUSTOMER SUPPLIED:** *Customer will submit a set of chassis specifications to Danko.  
Any changes to the chassis that are needed to build Danko vehicle will be at customer's expense.*

**REQUIRED MEASUREMENTS:** *CHECK ONE*

☐ WE **DO NOT** HAVE HEIGHT, LENGTH OR WIDTH REQUIREMENTS

☒ WE **DO** HAVE HEIGHT, Length or Width REQUIREMENTS *(Please Specify Below):*

Length 21' 6"

**LEASE INFORMATION:** ☐ Yes ☐ NOT APPLICABLE

LEASING COMPANY: \_\_\_\_\_

CONTACT INFO: \_\_\_\_\_