8/26/2020 Stack 29 702 A



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AUG 28 2020

Initial:

Equipment Care made easy.

This contract for Hassle-Free Ownership between **Town Of Elsmere** (hereafter referred to as Client) and **ATLANTIC TRACTOR** (hereafter referred to as Service Provider) is made and entered into on **08/26/2020**.

Client desires that their JD XUV 590i be maintained in good working order.

Service Provider is in the business of providing equipment maintenance services, and hereby undertakes to provide the following maintenance services to Client:

Service #1: HIGH PERFORMANCE Service #2: AT HOME SERVICE

Loader Serviced: -Rear Mower Serviced: -Mid Mower Serviced: --

Service Provider shall ensure that all services provided under the terms of this contract are performed by persons trained and certified as proficient in the provision of the services provided by an accredited school or manufacturer's training program.

Service Provider represents and warrants that all personnel provided by Contractor to do work on Client's equipment are legally eligible to work in the United States of America; and that Contractor complies with all applicable federal and state wage and employment laws, and with all other applicable laws and regulations pertaining to the services provided to Client.

In consideration of services provided by Service Provider, the Client agrees as follows:

- 1. To pay to Service Provider the sum of \$495.15, which includes all applicable taxes and transportation costs.
- 2. All repairs due to damage, misuse, and accidents outside of normal wear and tear will NOT be included in this agreement and will only be fixed after approval from the Client for additional costs.

This contract shall expire on *March 31*, 2022, at which time the Client may extend it by purchasing an additional maintenance package for the equipment. Either party may terminate this contract at any time by providing written notice of intent to terminate the contract on a specified date to the other party, at least two weeks prior to the intended date of termination. Upon termination, any annual service not yet performed will be refunded in the same manner for which it was paid.

SERVICE TERMS: Client agrees to provide Atlantic Tractor access to the above referenced XUV 590i, between October 1 and February 28 for each AT Home Service, and within 20 hours of each 50 Hour Service to perform the services included in this Hassle-Free Ownership Plan. Failure to provide access may result in additional charges and service delays.

Any dispute or cause of legal action that may arise from either party's performance under this Contract shall be governed by the laws of the State of Maryland and applicable federal law. Any litigation arising from this Contract shall be filed and tried in the Service Provider's local jurisdiction.

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this agreement, and do so agree on the dates written below by affixing their signatures below.

YES! I would like to purchase Hassle-Free Ownership for my JD XUV 590i .

I would like to decline Hassle-Free Ownership for my JD XUV 590i .

Client

Printed Name: Customer Number: ELSME001

Address: 11 Poplar Ave. City, ST, ZIP: Elsmere DE 19805

Phone order

Representative for Atlantic Tractor

Atlantic Tractor Representative 31415 John Deere Drive

Salisbury, Maryland 21804



We Live It.

SHIP TO: IN STORE PICKUP

 $\begin{array}{ll} \textbf{INVOICE TO:} & \textbf{Town Of Elsmere} \\ \textbf{11 Poplar Ave.} \end{array}$ Elsmere DE 19805

EQUIPMENT INVOICE

2688 Pulaski Highway, Newark, DE 19702 (302) 834-0114 | www.atjd.net

Branch					
05 - Newark					
Date	Time			Page	
08/28/2020	16:	19:09 (0)		1	
Account No.	Phone	e No. In		Invoice Mo	
ELSME001	302	9982215 E14241			
Ship Via		Purchase Order			
		HFO			
Sales Tax License No.		Federal Exemption No.			
00000064		41			
Farmplan Number			Sales	person	
Marguerite Chambers #865			865	5 / 865	

Description	Amount				
Stock #: ? Serial #: HFO FOR JD 590I GATOR 1M0590TBKGM010637 ORIG INV.E11274, TAG 29702A	.01				
Sale # 01 Subtotal: TOTAL:	.01				
Miscellaneous Charges/Credits					
	105 14				
HASSLE FREE OWNERSHIP Qty: 1 Price: 495.14	495.14				
Miscellaneous Charges/Credits Total:	495.14				
Subtotal:	495.15				
TOTAL:	495.15				

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All used equipment sold as is, unless a written warranty is provided. All new equipment subject to the manufacturers warranty. This purchase may be subject to the terms of the John Deere Financial Multi-Purpose Account Agreement. Checks returned unpaid are subject to a \$25 fee.













