

# DOBBS ULTIMATE UPTIME

AN ULTIMATE UPTIME SOLUTION FEATURING JOHN DEERE  
WORKSIGHT™



Contract Number: 25-5555758

## Ultimate Uptime Level-3 "Repair & Maintenance Contract"

This Repair & Maintenance Contract is between

**Customer:**

Hernando County (FL) BOCC  
20 N. Main Street  
Brooksville, FL

**AND**

**Dobbs Equipment LLC.**

2730 S. Faulkenburg Rd.  
Riverview, FL  
33578 USA

Throughout the balance of this Repair & Maintenance Contract (the "Contract") **Hernando County (FL) BOCC** will be referred to as the "Customer" and **Dobbs Equipment LLC.** will be referred to as the "Dealer". Equipment covered under the contract will be referred to as the "Subject Unit(s)". The Customer and the Dealer agree to the following:

### TERMS AND CONDITIONS

#### 1. Responsibilities and Obligations of the Dealer

- 1.1. Perform all required maintenance services on the Subject Unit to ensure that the Subject Unit operates in a safe and productive manner during the Contract Period with qualified personnel. The Dealer is responsible for labor, parts, supplies & travel for the required maintenance services on the Subject Unit during the Contract Period unless the maintenance services are noted below under Responsibilities and Obligations of the Customer
- 1.2. Perform all required repairs to the Subject Unit necessary to ensure that the Subject Unit operates in a safe and productive manner unless the repairs are as a result of items noted below under Responsibilities and Obligations of the Customer.
- 1.3. Annual inspection/service of air conditioning system (if applicable) on the Subject Unit at no cost to the Customer unless the repairs are as a result of items noted under Responsibilities and Obligations of the Customer.
- 1.4. Travel charges to and from the location of the Subject Unit provided that the Subject Unit is within a 50-mile radius circle of any Dealer location unless repairs fall under Responsibilities and Obligations of the Customer.
- 1.5. As requested by the Customer, the Dealer will make available to the Customer relevant service work order records on the Subject Unit.
- 1.6. Undercarriage repairs/replacement for the subject machine. No more than 1 Pin and Bushing Turns and 1 Complete Undercarriages included when applicable.

1.7. Replacement of the rubber cutting edges for the 524 and 544 loader are included.

1.8. Transportation for machine to and from Dobbs facility for track repairs

1.9. As requested by the Customer, the Dealer will provide written quotations to the Customer for any repairs not covered under Responsibilities and Obligations of the Dealer.

## **2. Responsibilities and Obligations of the Customer**

2.1. Notify the Dealer immediately upon noticing any defect, breakage or any malfunction of the hour meters on the Subject Unit. Should the hour meter malfunction, the hours of use for the malfunction period shall be calculated based upon the Dealer's reasonable estimation for the period.

2.2. Repairs (labor, parts & supplies), travel charges, equipment floating charges resulting from the following; theft, collision, upset, misuse, abuse, fire, vandalism, willful damage, damage and consequential damaged caused by the Customer failing to fulfill its Responsibilities and Obligations under this Contract, unauthorized modification or any acts of the Customer against the advice of the Dealer.

2.3. Excess Travel Charges, In the event that the subject unit is outside the 50-mile radius from any dealer location the customer will be responsible for the difference in mileage.

2.4. Transportation (trucking of machines) to the Dealer's premises, unless repairs are covered by the Repair & Maintenance Agreement.

2.5. Ensure that the Subject Unit is available to the Dealer on a timely basis to carry out the necessary service, and that the Subject Unit is placed in a surrounding which does not render the carrying out of such service to be unnecessarily or unusually difficult.

2.6. Perform daily inspections as specified in the Operator's Manual for the Subject Unit and top up of all fluids including auto-greasing systems. The Customer shall immediately report any unusual findings of these inspections to the Dealer. Customer must use approved lubricants, as well as keep accurate records of this maintenance information and provide the records to the Dealer if requested. Failure of the Customer to perform the required inspection as set out in the Operators Manual for the Subject Unit may void the Responsibilities and Obligations the Dealer set out in this Contract.

2.7. Regular cleaning of the Subject Unit or as requested by the Dealer for maintenance requirements. Machine cleanliness must be maintained as outlined in the Operators Manual of the Subject Unit. Specifically, it is expected that the inspection and cleaning procedures outlined in the Operators be followed and that the Customer should keep detailed records that will be made available to the Dealer upon request. Failure of the Customer to perform the required inspection and cleaning procedures as set out in the Operators Manual of the Subject Unit may void the Responsibilities and Obligations of the Dealer set out in this Contract.

2.8. Any additional air filters that require changing outside the Dealer scheduled maintenance services.

2.9. Any additional fuel filters that require changing outside the Dealer scheduled maintenance services due to fuel contamination.

2.10. Supply of fuel and fueling of Subject Unit.

2.11. Undercarriage Maintenance. Customer is responsible for checks and adjustments including cleaning and tensioning of the undercarriage.

2.12. Repair and replacement of the following wear/maintenance items: ground engaging items including, dozer blades, bucket teeth, bucket tooth pins, bucket tooth adapters, bucket pins, bushings, and align boring\*, cutting edges and hardware. Unless specified in Dealer Obligations and Responsibilities.

2.13. Maintain adequate physical damage and liability insurance coverage on the Subject Unit for the term of the contract.

2.14. Use the Dealer for all maintenance work on the Subject Unit. Failure of the Customer to utilize the Dealer for all maintenance work for the Subject Unit may void the Responsibilities and Obligations of the Dealer set out in this Contract.

2.15. Provide proper authorization on a timely basis for the Dealer to commence all repairs on the Subject Unit that are the responsibility of the Customer as set out above. The Dealer will provide the Customer with a written quote before the commencement of any work that is the responsibility of the Customer. The Customer will pay the Dealer within the Dealers standard terms of Net 30. Arrears interest at the rate of 2% per month (24% per annum) will apply to all late payments.

### **3. Downtime**

3.1. The Customer will notify the Dealer immediately upon noticing any defect, breakage or any malfunction of the Subject Unit. The Customer will act in such a way as to minimize the extent of damage to the Subject Unit resulting from any defect, breakage or any malfunction of the Subject Unit. Failure of the Customer to take reasonable and prudent action to minimize the extent of the damage of the Subject Unit may void the Responsibilities and Obligations of the Dealer set out in this Contract. It is incumbent upon the Dealer to quickly assess the defect or breakage and decide if a unit should be taken out of commission in order to minimize the impact of the defect, breakage or malfunction and provide a recommendation to the Customer. The Customer may override the Dealer's recommendation, but by doing so, the Customer releases the Dealer from the costs of all repairs including labor, parts, supplies and travel, associated with that particular defect/damage and any consequential damage.

3.2. In the event the machine is down and the Dealer is not able to get the machine back in service within 3 calendar workdays of the repair commencement, a loaner machine will be supplied to the Customer, excluding the 1050 dozer. A separate loaner agreement contract may need to be signed at the time of the loan.

### **4. Extra Work**

4.1. Any work performed outside the scope of this Contract is to be authorized by the Customer in writing before the Dealer commences any work.

### **5. Termination**

5.1. Either party with thirty (30) days written notice may terminate this Contract if the terms of the Contract are breached and the breach is not remedied within thirty (30) days). The terminating party must communicate their intent to terminate the contract and state the cause of their intent to terminate the Contract. The respondent will have 30 days from receipt of the notice of the intent to terminate to remedy the breach cited in the written notice. If the event-giving rise to the notice of intent to termination remains unresolved then the Contract will be terminated without further notice unless both the Dealer and Customer otherwise agree.

## **6. Indemnity**

6.1. The dealer will be responsible for all costs or expenses relating to the non-performance of the terms of this contract. (Except for circumstances beyond the dealer's control such as strikes, war, etc) The amount that the dealer will be responsible for will be limited to the dollar amount remaining on the contract at the time of the non performance.

6.2. The Dealer shall not be liable for indirect or consequential damages or loss of profit for any failure or alleged failure of the Dealer to fulfill its Responsibilities and Obligations under this contract.

6.3. The number of Dealer scheduled services performed over the Contract is reliant on the Customer and the Dealer working closely together to co-ordinate such services. Failure of the Customer to provide the Dealer with reasonable access to the Subject Unit to perform the required services may void the Responsibilities and Obligations of the Dealer set out in this Contract.

## **7. Payments**

7.1. This Contract shall constitute the Customer's sole and complete authorization to perform repair work, whether or not specified herein, regardless of the date performed. The Customer acknowledges that a PPSA filing in favor of the Dealer will be granted with respect to these repairs.

7.2. Payment terms are Net 30 Days and arrears interest of 2% per month (24% per annum) will be applicable on all late payments.

## **8. Dispute Resolution**

8.1. Both the Customer and the Dealer agree to act reasonably to resolve any disputes on a timely basis. The Customer and the Dealer will schedule periodic meetings to discuss any potential issues and opportunities for improvement. In addition, the Customer and Dealer will develop a mutually agreeable escalation process. In the unlikely event that a dispute cannot be resolved by the Customer and the Dealer, the parties agree that the dispute shall be resolved by appointing a single arbitrator whose determination will be final and binding. The arbitration shall be conducted in accordance with commercial arbitration rules in effect at the time and in accordance with the substantive laws of the State of Florida.

## **9. Subject Unit and Terms**

9.1. All terms in this contract as subject to customer purchasing Comprehensive Extended warranty with coverage matching the start and end dates of this contract. (The cost of this warranty purchase may be reflected in the purchase or lease price of the Subject Unit)

9.2. "Delivery Date" shall be the start of the period covered on each unit.

9.3. "Contract Expiration" occurs at the earlier of the "Expiry Hours" or "Expiry Date" for each of the Subject Unit.

In consideration of the foregoing covenants and conditions, the parties hereto agree that the Customer will pay to the Dealer as per the following schedule; The amount invoiced will be the "hourly rate" multiplied by the hours accumulated on the hour meter of the subject unit since the last invoice, plus applicable taxes.

**Payment Terms: \$26.23/hour**

**Taxes are additional** if applicable

**Model: 1050K Dozer**

**Serial Number: 1T01050KLPF443989**

**Delivery Date: 10/30/2023**

**Start Hours: 31**

**Expiry Hours: 4,831**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$7.06/hour**

**Taxes are additional** if applicable

**Model: 260 P-Tier ADT**

**Serial Number: 1DW260PAEPFA07144**

**Delivery Date: 10/30/2023**

**Start Hours: 5**

**Expiry Hours: 3,755**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$8.64/hour**

**Taxes are additional** if applicable

**Model: 350 P-Tier Excavator**

**Serial Number: 1FF350PATPF000823**

**Delivery Date: 10/30/2023**

**Start Hours: 20**

**Expiry Hours: 3,770**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$8.84/hour**

**Taxes are additional** if applicable

**Model: 524 P-Tier Loader**

**Serial Number: 1DW524PACPLA20737**

**Delivery Date: 10/30/2023**

**Start Hours: 2**

**Expiry Hours: 3,752**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$12.56/hour**

**Taxes are additional** if applicable

**Model: 724 P-Tier Loader**

**Serial Number: 1DW724PAAPLX18507**

**Delivery Date: 10/30/2023**

**Start Hours: 8**

**Expiry Hours: 3,758**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$7.87/hour**

**Taxes are additional** if applicable

**Model: 544 P-Tier Loader**

**Serial Number: 1DW544PALPLX18879**

**Delivery Date: 10/30/2023**

**Start Hours: 12**

**Expiry Hours: 3,762**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$7.87/hour**

**Taxes are additional** if applicable

**Model:544 P-Tier Loader**

**Serial Number: 1DW544PACPLX18918**

**Delivery Date: 10/30/2023**

**Start Hours: 24**

**Expiry Hours: 3,774**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$9.48/hour**

**Taxes are additional** if applicable

**Model:544 P-Tier Loader**

**Serial Number: 1DW544PAVPLX18930**

**Delivery Date: 10/30/2023**

**Start Hours: 7**

**Expiry Hours: 3,007**

**Expiry Date: 10/29/2026**

---

**Payment Terms: \$7.87/hour**

**Taxes are additional** if applicable

**Model:544 P-Tier Loader**

**Serial Number: 1DW544PAEPLX18836**

**Delivery Date: 10/30/2023**

**Start Hours: 11**

**Expiry Hours: 3,761**

**Expiry Date: 10/29/2026**

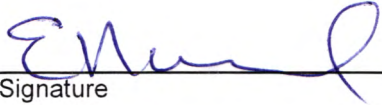
---

**AGREEMENT OF THE PARTIES**

The undersigned acknowledge agreement with the foregoing terms.

**Customer Name**

**Dobbs Equipment LLC.**

  
Signature

\_\_\_\_\_  
Signature

Elizabeth Narverud  
Name (print)

\_\_\_\_\_  
Name (print)

Chairwomen  
Title

\_\_\_\_\_  
Title

01-09-2024  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
County Attorney's Office