



AUTHORIZED FLEET CUSTOMER AGREEMENT

THIS AGREEMENT, to become effective as of date of last signature below (hereafter called "Agreement") between – HAMMERHEAD ARMOR/ HOL-MAC CORPORATION, with its principal place of business at 160 COMMERCE DRIVE BAY SPRINGS, MISSISSIPPI 39422, (hereafter called "Company") and CITY OF EVERETT, WASHINGTON (Fleet Buyer Name – indicate if Individual, Partnership or Corporation) with its place of business for the sale of Company products covered by this Agreement located at: Everett, Washington (hereafter called "Fleet Buyer").

I. **PURPOSE**

This Agreement is to establish Fleet Customer as a buyer with exclusive rights to directly purchase the Company's products, including parts and accessories (hereafter called "Products").

II. **TERMS OF SALE**

Upon acceptance by Fleet buyer, terms of purchase will be set forth in this Agreement. Prices and terms for Products shall be those in effect on the date the Company accepts the Fleet buyer Order. Company will have the right to change the Product offering and the terms and prices therefore at any time.

III. **CREDIT**

Payment for Product must be made via credit card or PayPal unless other payment terms have been approved by Company's credit department.

IV. **WARRANTY**

Company Products are sold subject only to the applicable Company standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Fleet Buyer is not authorized to assume, on Company's behalf, any liabilities in connection with Fleet Buyer's use of Product other than as set forth in such Company standard warranty. Fleet Buyer shall indemnify and hold Company harmless with respect to any Fleet Buyers representation beyond those in such Company warranty.

V. **RESPONSIBILITY OF Fleet Buyer**

Fleet Buyer shall:

(A) Provide Company a copy of State Tax ID and/or State Direct Pay Permit.

(B) Not be permitted to resale Product(s).

(C) Be in violation of agreement if Product(s) are sold in any other manner than as described in V.(B). This can result in immediate termination as an Fleet Buyer.

(D) Notify Company if Fleet Buyer intends to open any additional business locations for the purchasing of Products.

(E) Cooperate with Company's Annual Review, and any other programs or matters pertaining to the administration of this Agreement.

VI. **TERMS**

The term of this Agreement shall be for a period of one year, commencing on the effective date hereof. This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other notice of non-renewal not less than 30 business days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

VII. **TERMINATION**

Either party may terminate this agreement without cause and for any reason, upon not less than 30 days written notice given to the other party, provided that nothing contained herein shall prevent Company from immediately terminating this Agreement in the event of bankruptcy or insolvency of Fleet Buyer, or Fleet Buyer's failure to pay any amount owing Company when due, or resale of Companies' Product(s). Upon termination for any reason, all amounts owed Company will become immediately due and payable.

VIII. **TRADEMARKS/TRADE NAMES**

Fleet Buyer is not licensed to use Company's name and trademarks in the normal course of business including merchandise material unless directly approved from Company.

IX. **GENERAL**

(A) Fleet Buyer is not an agent of Company nor is Fleet Buyer authorized to incur any obligation or make any representation on behalf of Company.

(B) This Agreement is binding on the parties, their heirs, executors, administrators and successors.

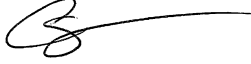
(C) Fleet Buyer may not assign this Agreement or any provisions thereof to another Fleet Buyer or party without written approval of Company.

(D) Company reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all agreements Company has with other similar Fleet Buyers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Fleet Buyer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Fleet Buyer.

X. EXECUTION

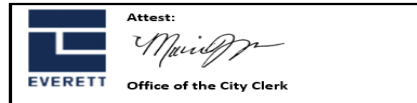
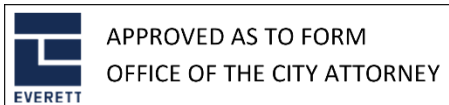
OEM Buyer Name: CITY OF EVERETT, WASHINGTON

By: CASSIE FRANKLIN
print name

Signature: 

Title: MAYOR

Date: 01/26/2024



HAMMERHEAD ARMOR/ HOL-MAC CORPORATION

By: Jordan Bane
print name

Signature: 

Hammerhead Armor Sales Representative Signature: 

Date: 01/26/2024

Police Bumper Purchase Agreement











_12-20-23_SD

Final Audit Report

2024-01-26

| | |
|-----------------|--|
| Created: | 2023-12-21 |
| By: | Marista Jorve (mjorve@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA-N_5DylzCURoJ68j8zTL7gh9NPGnjcc9 |

"Police Bumper Purchase Agreement _12-20-23_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to jirving@everettwa.gov for approval
2023-12-21 - 9:42:38 PM GMT
-  Email viewed by jirving@everettwa.gov
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-  Signer jirving@everettwa.gov entered name at signing as J. Irving
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-  Document approved by J. Irving (jirving@everettwa.gov)
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-  Document emailed to Tracey Landry (TLandry@everettwa.gov) for approval
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 Signer jordan@hammerheadarmor.com entered name at signing as Jordan Bane

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 Agreement completed.

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