

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
 301 Schubert Drive
 Pensacola, FL 32504
 800-700-7001
 850-484-8596 (fax)
 www.jerrypate.com

DATE: March 30, 2026
 EXPIRATION DATE: Valid 30 Days

Exclusively For: City of Foley Parks & Recreation
 Attn: Rhett Brown
 920 E Pride Blvd
 Foley, AL 36535
 [Ph#] 251-550-0246
 [Fax#]
 [Customer Acct#] 209500
 [Email] rbrown@cityoffoley.org

Proposed Order

OMNIA Partners Participant Contract 2023261
Participant Number 5438308

Account Executive: Ben Wilson
 850-393-4556 Cell
bwilson@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice. ***PLEASE INITIAL HERE*** Final Toro Pricing Will Reflects The OMNIA Contract Discount Omnia Customer 5438308				
1	07384	Toro Workman HDX - 2WD, Kubota Gas 32.5 hp	\$ 35,593.74	\$ 35,593.74
1	07372	Canopy		
1	07373	Folding Windshield		

Demo M/S 07384-TBD

Subtotal	\$	35,593.74
Dealer Prep	\$	1,779.69
Demo Discount	\$	(2,779.69)
Destination Fee	\$	266.00
Total Proposal	\$	34,859.74

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
 Ask your Account Executive for more information today!

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Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

Product Liability Disclaimer and Indemnification Clause

Product Liability Disclaimer

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

Indemnification Clause

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

Dispute Venue Clause

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return _____

Signature	Date
_____	_____
Print Name	Title

Thank you, we appreciate your business!

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