Office Use Only
MASTER CONTRACT NUMBER:
C2026-0229

EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement ("Agreement") is made and entered by and between the City of Branson, Missouri, a fourth-class city and political subdivision of the State of Missouri ("City"), and Christian County, Missouri, a political subdivision of the State of Missouri ("County"). The City and County may individually be referring to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City is the owner of certain equipment described herein and has determined that such equipment is no longer necessary for the City's purposes;

WHEREAS, the City is authorized to dispose of such property;

WHEREAS, the County desires to purchase the equipment from the City;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein and shall be binding upon the Parties.

2. Equipment. The City agrees to sell and the County agrees to purchase the 2022 PavMaster 414 Pull-Paver, Serial/VIN Number 3-0034 ("Equipment"). Any additional equipment, attachments, accessories, or components included in the sale shall be identified in "**Exhibit A,**" attached hereto and incorporated herein by reference.

3. Purchase Price. The total purchase price for the Equipment is Thirty-Five Thousand and 00/100 Dollars ($35,000.00). The County shall pay the Purchase Price to the City on or before November 13, 2026.

Unless otherwise agreed in writing, the City shall have no obligation to transfer possession or title to the Equipment until the Purchase Price has been received in full.

4. Transfer of Title and Possession. Upon the City's receipt of the Purchase Price, the City shall transfer to the County all of the City's right, title, and interest in and to the Equipment.

If a certificate of title or other ownership document exists for the Equipment, the City shall execute and deliver the document(s) reasonably necessary to transfer ownership of the Equipment to the County. The City shall also provide to the County, to the extent available and in the City's possession or control, any documents or records related to the Equipment, including

documentation associated with the original bid and purchase, this Agreement, any available warranty information, equipment manuals, and any documented maintenance or service history. The City makes no representation or warranty that any such additional documents or records exist or are available.

Possession of the Equipment shall be transferred to the County at City of Branson Service Center, on or before November 13, 2026, unless otherwise agreed by the Parties.

5. Condition of Equipment; Inspection. The County acknowledges that it has been provided an opportunity to inspect the Equipment and to determine its condition and suitability for the County's intended use.

The County accepts the equipment in its existing condition, AS IS, WHERE IS, WITH ALL FAULTS, whether known or unknown. Except as expressly stated in this Agreement, the City makes no representation or warranty regarding the Equipment, including, without limitation, any representation or warranty regarding its condition, merchantability, fitness for a particular purpose, design, operation, maintenance history, remaining useful life, or compliance with any particular standard or requirement.

The County acknowledges that it is relying upon its own inspection and evaluation of the Equipment and not upon any representation or warranty of the City or any City officer, employee, or agent.

6. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES RELATING TO THE EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Nothing in this Section shall be construed to disclaim the City's representation that it has authority to convey its ownership interest in the Equipment.

7. Removal and Transportation. Unless otherwise agreed in writing, the County shall be solely responsible for all costs and arrangements associated with removing, transporting, registering, licensing, and placing the Equipment into service. At the time of pickup, the City Service Center will provide reasonable assistance to the County with loading the Equipment onto the County's transportation vehicle. The County shall remain responsible for all transportation arrangements and for ensuring the Equipment is properly secured for transport.

Risk of loss or damage to the Equipment shall pass to the County upon the earlier of: (a) delivery of possession of the Equipment to the County; or (b) commencement of loading or removal of the Equipment by or on behalf of the County.

8. Taxes, Fees, and Costs. The County shall be responsible for any title fees, registration fees, transportation expenses, or other costs associated with the transfer, transportation, registration, or use of the Equipment, except to the extent otherwise required by applicable law.

Each Party shall be responsible for its own expenses incurred in connection with this Agreement.

9. Authority. Each Party represents that it possesses the requisite legal authority to enter into this Agreement and that the person executing this Agreement on its behalf has been duly authorized to do so.

10. No Continuing Obligation. Following transfer of possession and title to the Equipment, the City shall have no responsibility for the operation, maintenance, repair, storage, transportation, insurance, registration, licensing, or use of the Equipment. The County shall be solely responsible for the Equipment following transfer.

11. Immunity. Nothing contained in this Agreement shall be construed as a waiver by either Party of any sovereign, governmental, official, or other immunity available to it or its elected officials, officers, employees, representatives, or agents under Missouri law.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the sale and purchase of the Equipment and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements concerning the Equipment. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by duly authorized representatives of both Parties.

13. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

15. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

16. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one agreement. Signatures transmitted electronically may be treated as original signatures to the extent permitted by law.

17. Effective Date. This Agreement is made and entered into upon completion of the last signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF BRANSON, MISSOURI

Name: _____

Title: City Administrator

Date: 10-23-26

CHRISTIAN COUNTY, MISSOURI

Name: _____

Title: Highway Administrator

Date: 10.22.26

APPROVED AS TO FORM:

_____ 10/15/26

Assistant City Attorney Date

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 22nd day of October, 2026 at Christian County, Missouri.

DATED: 10-22-26

_____

Lynn Morris, Presiding Commissioner

DATED: 10.22.26

_____

Johnny Williams, Western Commissioner

DATED: 10-22-2026

_____

Bradley A. Jackson, Eastern Commissioner

Attested By:

_____

Paula Brumfield, Christian County Clerk

APPROVED AS TO FORM:

_____

N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

_____

Amy Dent, Christian County Auditor

EXHIBIT A

Description of Equipment

Make:	**Gilcrest**
Model:	**PavMaster 414**
Serial/VIN Number:	**3-0034**
Hours:	**12**
Current location:	**FM Service Center**
Detailed Description:	**2022 Gilcrest PavMaster 414 Pull Paver**
Condition:	**Like new condition**

Included Attachments/Accessories:

Other identifying information: