

VEHICLE SALES AGREEMENT

THIS VEHICLE SALES AGREEMENT is made this 16th day of June, 2025, by and among Kitsap Transit located at 60 Washington Avenue Suite 200 Bremerton WA 98337 (hereinafter known as "Seller") and Kitsap County Department of Human Services (hereinafter known as "Purchaser"). Purchaser and Seller shall collectively be known herein as "the Parties".

BACKGROUND

WHEREAS, Seller desires to sell the vehicle described below, known herein as the "Acquired Vehicle", under the terms and conditions set forth below;

WHEREAS, Purchaser desires to purchase the Acquired Vehicle offered for sale by Seller under the terms and conditions set forth below; and, therefore,

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

A. Description of Acquired Vehicle.

1. Make: Ford
2. Model: E350 Wagon
3. Body Type: CG
4. Body Color: White
5. Year: 2013
6. Miles: 16,970
7. Vehicle Identification Number ("VIN"): 1FTDE3EL5DDB34668

B. Consideration.

1. Purchase Price. The total purchase price to be paid by Purchaser to Seller for the Acquired Vehicle is Fourteen Thousand nine hundred thirty-nine dollars (\$14,939.00) (hereinafter "Purchase Price"). Payment of the Purchase Price shall be in the form of a check payable or ACH to Seller and due in full upon the full execution of this Agreement.

C. Delivery of Acquired Vehicle and Conveyance of Title

1. Delivery of Acquired Vehicle. Within five (5) business days of receipt of Payment called for in Paragraph 1, Seller shall deliver the Acquired Vehicle, and Purchaser shall take possession of same, at Seller's premises (either in person or through a third party) on or before June 30th 2025 ("Delivery Date").

2. Conveyance of Title. Seller shall convey title to Purchaser upon delivery of the vehicle to Purchaser. At the time of delivery of the vehicle to Purchaser, the Parties shall execute a Vehicle Bill of Sale to transfer title to Purchaser, that is substantially the same as Exhibit A attached hereto. Purchaser shall further execute and file with the appropriate agency a Vehicle Title Application to transfer ownership of the vehicle into Purchaser's name. Seller agrees and covenants to execute all other documents presented by Purchaser which are necessary to finalize transfer of title and registration upon the Acquired Vehicle to Purchaser. Purchaser shall be responsible for all costs associated with transferring title and ownership to the vehicle. Seller shall be responsible for any use tax due.

D. Disclaimer of Warranties, and Disclosures

1. Disclaimer of Warranties. THIS VEHICLE IS SOLD "**AS IS**", AND SELLER DOES NOT IN ANY WAY, EXPRESSLY OR IMPLIEDLY, MAKE OR GIVE ANY WARRANTIES TO PURCHASER. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

2. Odometer Declaration. Seller hereby states that the odometer in the Acquired Vehicle now reads 16,970 miles and to the best of Seller's knowledge it reflects the actual mileage of the vehicle described herein.

E. Purchaser's Responsibility

Insurance and Tags. Purchaser acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the Acquired Vehicle shall be canceled upon delivery of the Acquired Vehicle to, and the acceptance of, by Purchaser.

Indemnity. Purchaser acknowledges that from the date of this Agreement and thereafter, Purchaser assumes the risk of all damages, loss, cost, penalties and expense associated with the Acquired Vehicle and agrees to indemnify, defend and hold harmless the Seller, from and against any and all liability which may accrue to or be sustained by the Seller on account of any claim, suit or legal action made or brought against the Seller for the death of or injury to persons (including Purchaser's employees) or damage to property involving or related in any way to the Acquired Vehicle or for any other cause arising out of and in connection with or incident to the performance of the contract except for injuries or damages caused by the sole negligence of the Seller. In this regard, the parties waive immunity under Industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the Parties, and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the Seller.

F. Severability.

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

G. Modification.

Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

H. Acknowledgements.

Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

I. Exclusive Jurisdiction for Suit in Case of Breach.

The Parties, by entering into this agreement, submit to jurisdiction in Kitsap County for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of Kitsap County shall have exclusive jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Seller and Purchaser affix their signatures hereto.

SELLER

Brian Rojo 6/16/2025 | 2:00 PM PDT

Brian Rojo, Accounting Supervisor, Acting Finance Director

Kitsap Transit

PURCHASER

Christine Rolfes 6/30/2025 | 3:03 PM PDT

Christine Rolfes, Kitsap County Commissioner

Kitsap County Department Human Services