

CORREASABLE
BOND
U.S.A.
BERKSHIRE
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ORDINANCE BILL NO. 44 FOR 1949

ORDINANCE NO. 724

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER OF THE CITY OF LEBANON TO ENTER INTO A CONTRACT WITH FEENAUGHTY MACHINERY CO. INC., FOR THE PURCHASE OF A SWEEPER, AND DECLARING AN EMERGENCY:

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

That the Mayor and Recorder of the City of Lebanon be and they are hereby authorized and directed to enter into a contract with the Feenaughty Machinery Co. Inc. for the purchase of a sweeper, a copy of which contract is hereinafter set forth: which said written contract shall be executed in duplicate in behalf of the City of Lebanon, Oregon, by the Mayor and attested by the recorder as soon as possible after this ordinance shall be in force and shall be dated as the date of its execution and be substantially in words and figures as follows to-wit:



CUSTOMER'S ORDER FOR NEW MACHINERY

FEENAUGHTY MACHINERY CO. (Incorporated)
PORTLAND, OREGON

.....June 27.....19 49

The undersigned (hereinafter called Purchaser) hereby orders from FEENAUGHTY MACHINERY CO. (hereinafter called Seller), whose post-office address is Portland, Oregon, the following goods and equipment to be shipped on or about.....

..... June 27 19 49, or as soon thereafter as possible, to..... Lebanon, Oregon
....., at....., via Delivered

the following: One Wayne Motor Sweeper Model 150 Serial # 296 Complete
with all standard equipment extra gutter and pickup brooms.

For which the City of Lebanon agrees to pay F. O. B. Lebanon, Oregon
the sum of EIGHT THOUSAND FIVE HUNDRED Dollars \$ 8,500.00

Plus Sales Tax . . .
Plus Insurance . . .
Total \$ 8,500.00

as follows: Cash with order \$.....; Balance payable \$400.00 per month, starting
August 10, 1949 and every month thereafter until paid in full. The
City may, at their option, pay the full balance at any time.

All notes or other evidences of indebtedness covering deferred payments above provided shall bear interest from date at
..... per cent. per annum and shall be payable at the office of the Seller in Portland, Oregon. All such notes or evidences
of indebtedness shall be secured by a first mortgage on the goods herein purchased.

This order is subject to the following conditions:

1. The goods above described are purchased by the Purchaser and sold by the Seller under and subject to the following warranty, said warranty being expressly in lieu of all other warranties expressed or implied, either in fact or in or by law, and of all other obligations or liabilities on the part of the Seller.
The Seller warrants the goods and equipment above described to be free from any defects in workmanship and materials under normal use and service for a period of three months from date of delivery, and agrees to furnish free and replace any part or parts that may prove defective within such period of three months, f. o. b. the factory manufacturing said goods, providing the Purchaser shall upon request of the Seller return said defective part or parts to the Seller prepaid for inspection. Any alteration of the machinery or equipment hereby purchased made by the Purchaser or the use of any parts thereon or therewith except parts furnished by the manufacturer of said machinery shall constitute a waiver of this warranty.
2. Inasmuch as the work to be performed will vary according to local conditions, class of work, and materials used, the company does not warrant or guarantee specific results. Assistance given by salesmen, service men or agent is purely voluntary and shall not act in any way to change this contract. Any assistance rendered by any local agent, salesman or expert after the warranty has been waived or fulfilled shall be deemed purely voluntary and such assistance shall not operate as an extension or revival of said warranty.
3. This order is given subject to acceptance by the Seller and shall impose no obligation on said Seller until accepted in writing by one of its executive officers at Portland, Oregon. Title to said goods and equipment shall not pass until either the purchase price is paid in cash or a chattel mortgage securing the deferred payments has been executed by Purchaser and delivered to Seller. The goods and equipment hereby ordered shall at all times remain personal property, although it may be attached to realty, and the Seller may at any time on default of the Purchaser enter the premises where the said personal property is located and take possession of and remove the same without process of law. When the full purchase price has been paid, the title to said property shall pass to the Purchaser.
4. Purchaser agrees to pay all taxes that may be levied or assessed against said property, including all sales tax, use tax, or taxes of a similar nature; Purchaser agrees to keep said equipment free from all liens of every kind whatsoever and agrees to keep the same fully insured against loss by fire, accident or other liability, keeping the Seller free from any damage on account of personal injuries or other damage suffered or sustained by any one in operating said machinery. All policies of insurance shall be payable to the Seller as its interest may appear and shall be delivered to and held by the Seller until the full purchase price has been paid.
5. All claims for shortages in the shipment of the goods and equipment herein ordered must be made within ten days from the receipt of the goods by the Purchaser, the Seller's responsibility for shortages ceasing at the expiration of said time.
6. All expense incurred in installing or demonstrating the goods and equipment hereby ordered is to be paid by the Purchaser. Any person or persons furnished by the Seller at the request of the Purchaser to assist in the installation of said goods and equipment shall, while so engaged, be subject to the sole control and direction of the Purchaser and shall not while so engaged be the agent of or subject to the direction of the Seller and shall be paid by Purchaser.
7. This order and the filling thereof by the Seller is subject to strikes, lock-out, accidents, fires, delays in transportation, acts of God, acts of Government, war, riot, insurrection and other causes beyond the control of the Seller.
8. It is mutually agreed that all of the terms and conditions between the parties hereto are hereby fully expressed and contained herein, and that no verbal or written understanding other than this agreement is binding upon either of the parties hereto, this agreement being the entire contract entered into between the parties. This order when accepted by the Seller as herein provided shall not be subject to countermand and upon the failure of the Purchaser to accept said goods and equipment hereby ordered, Purchaser agrees to pay to the Seller 20% of the purchase price as liquidated damages for breach of said contract. In case suit or action is brought to enforce this contract, the Purchaser agrees to pay a reasonable attorney's fee to be fixed by the Court in such suit or action.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ AN EXACT COPY OF THIS ORDER.

P. O. Sign here..... P. T. Tweed (SEAL)

P. O. Ilda Unger (SEAL)

Witness Paul E. Williams (SEAL)


That existing conditions are such that this ordinance is necessary for the public peace, health and safety, an emergency is hereby declared and said ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 10th day of June, 1949.



Mayor

ATTEST:



City Recorder