



VEHICLE UPFITTING AGREEMENT

This Vehicle Upfitting Agreement (“Agreement”) is entered into by and between **Heat Custom Orlando Corp.**, a Florida profit corporation, whose address is 1765 Business Center Lane, Kissimmee, Florida 34758 (“Heat Custom”), and the **City of North Port, Florida**, a municipal corporation of the State of Florida, whose address is 4970 City Hall Boulevard, North Port, Florida 34286, (“City”), on behalf of the North Port Police Department, whose address is 4980 City Hall Boulevard, North Port, Florida 34286.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. EQUIPMENT AND VEHICLE DELIVERY.

- A. Heat Custom agrees to provide the products and services as outlined on the attached EXHIBIT A, *Heat Custom Estimate No. 26746*, to upfit City’s 2019 Ford Transit Connect (“Van”), VIN: 1FTYR2CM4KKB42894 (CID 73373).
- B. City agrees to deliver the Van to Heat Custom’s business location of 1765 Business Center Lane, in Kissimmee, Florida for the upfitting.

2. PURCHASE PRICE.

City agrees to pay the total purchase price of THIRTY-FIVE THOUSAND EIGHTY-TWO DOLLARS and EIGHTY-EIGHT CENTS (\$35,082.88) to Heat Custom upon City’s final inspection of the upfitted Van.

3. UPFITTED DELIVERY.

- A. When all work contemplated by this Agreement has been completed and has been inspected and approved by City or its authorized agent, City agrees to take possession of the upfitted Van within nine (9) business days upon notice from Heat Custom that full payment from City successfully posted to Heat Custom’s account (may take up to 72 hours).
- B. In the event City fails to timely take possession of the upfitted Van as described above, risk of loss will pass to City on the tenth day, and City will be charged \$150.00 per day thereafter for storage until City takes possession of the upfitted Van.
- C. For purposes of this Agreement, the “delivery date” will be the date that City takes possession of the upfitted Van.

4. AGREEMENT TIMING.

- A. Time is of the essence in the performance of this Agreement. All work performed under these provisions must be completed within forty-five (45) days from the date of the last signature on the Agreement, unless City agrees, in writing, to extend this term.
- B. If Heat Custom fails to complete the project on time, a late fee of \$50.00 per day will be credited to the balance due by City up to and including the date that Heat Custom notifies City the project has been completed.

5. EQUIPMENT CONVEYANCE.

- A. Upon delivery of the upfitted Van to City, Heat Custom will sell, convey, and transfer to City all rights, title and interest in the equipment described in EXHIBIT A. City shall have exclusive possession and control of the equipment.
- B. It is the responsibility of City to register all equipment and receive applicable warranties through the manufacturers.

6. LABOR AND MATERIAL WARRANTY.

- A. Heat Custom hereby warrants that all labor and materials furnished and work performed will be in compliance with this Agreement, and authorized modifications thereto, and will be free from defects for a period of one (1) year from the delivery date.
- B. This warranty is limited to defective workmanship and materials provided by Heat Custom and does not apply to any other defects. *Heat Custom is not responsible for damages or defects regarding the equipment.*
- C. If City observes or otherwise becomes aware of any defect in the project, prompt notice will be given to Heat Custom to resolve the issue. Heat Custom, at its option, will repair or replace any defect identified during the warranty period due to improper materials, or workmanship, at no expense to City.
- D. Repairs and/or inspections completed that are not the result of defects in workmanship or materials provided by Heat Custom, will be at the expense of City. Failure to pay for work not under warranty will release Heat Custom from any further obligations under this warranty, and City shall, thereafter, have no legal right to make any claim or seek any remedy against Heat Custom whatsoever.
- E. It will be the responsibility of City to transport the upfitted Van to and from Heat Custom's location for all repairs.
- F. Should Heat Custom fail to correct defective work within forty-five (45) days after receiving written notice, City may, at its option, correct defects and charge Heat Custom costs for such correction. Heat Custom agrees to pay such charges upon demand.

7. FORCE MAJEURE.

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

8. MISCELLANEOUS.

- A. Authority to Execute. The signature by any person to this Agreement will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- E. Severability. In the event any court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement will require approval by the City Commission. The City Commission hereby authorizes the City Manager or designee to approve and execute all Agreement amendments on behalf of the City that do not change the City's financial obligations under this Agreement.
- I. Assignment. Heat Custom must not assign this Agreement or any right or responsibility without the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Heat Custom must not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on

that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

- K. Notices. Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:

City of North Port, Florida

Attn: City Manager

4970 City Hall Blvd.

North Port, Florida 34286

with a copy to:

City of North Port, Florida

Attn: City Attorney

4970 City Hall Blvd.

North Port, Florida 34286

For Heat Custom Orlando Corp.:

1765 Business Center Lane

Kissimmee, Florida 34758

(This space intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated below.

HEAT CUSTOM ORLANDO CORP.

MARTIN FERREIRA
PRESIDENT

Date: _____

Approved by the City Commission of the City of North Port, Florida, on _____,
2024.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

Heat Custom Orlando

1765 BUSINESS CENTER LN
 KISSIMMEE, FL 34758 US
 407-483-7591
 Info.Orlando@heatcustom.com
 www.heatcustom.com

EXHIBIT A**Estimate**

ADDRESS	SHIP TO	ESTIMATE	26746
Chris Morales	Chris Morales	DATE	09/27/2023
North Port Police Department	Nort Port Police Department	EXPIRATION DATE	10/27/2023

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Food Truck 14' Custom S	ICE CREAM VAN LABOR AND MATERIAL Aluminum Walls T#304 White Aluminum ceiling Stainless steel countertops (3) Custom Stainless Steel shelves Diamond plate Floor Enclosed generator Custom Framing to Conceal Generator Equipment Installation Insulation walls and ceiling A/C Installation No Door on the counters Truck Preparation cutting board on top of the sink	1	15,950.00	15,950.00T
Outdoor Led Light 20W	Outdoor Led Light 20W: LED Flood Light 20W Outdoor Security Garden Lamp Square	4	29.99	119.96T
Indoor Lights 10W - Round	Led Light Indoor - Round Shape 10W COB Dimmable LED Ceiling Light 2700~6500K....	4	29.99	119.96T
Electric Power System 50 Amp	Complete Electric Power 50 AMP / 220 volt wiring Electric Panel 125 Amp 12-Space 24-Circuit /Up to 16 Outlets Outlets/Switches Generator Extension 3ft Wall Extension plug 2ft Outside Female Plug 50 AMP Inside and Outside Lights Installation	1	2,200.00	2,200.00T
Plumbing system	NSF Valves – Tanks connections- Water pump installation – Drain water- Splash Mounted - sharkbite connections CounterTop with Stainless steel Door 39" x 26"	1	1,484.09	1,484.09T
Custom 4 Compartment Sink	Drop in 3 4 Compartment Sink Portable Concession Food Truck Trailer NSF	1	290.00	290.00T

Attention! This is an itemized invoice, if an item or service is not listed, it is not included.

Water Pump Seaflo	SEAFLO 110V 3.3 GPM 45 PSI Water Diaphragm Pressure Pump	1	128.25	128.25T
Water Heater T 2.5 Bosch	Water Heater: Bosch T 2.7-Gallon Electric Mini-Tank Under Sink Water Heater.	1	259.99	259.99T
Water Tank 13 gallon	13 GALLON Fresh Water Tank New NSF food truck holding wash tiny concession rv	1	72.21	72.21T
Water Tank 10 Gallon	10 GALLON Fresh Water Tank New NSF food truck holding wash tiny concession rv	1	65.46	65.46T
Concession Window 4' x 3' RVL	4': 48" X 36" - Gas Springs - RV locks - White Inside - Sliding Acrylic 4 Aluminium Frame / Not Installation	1	1,157.47	1,157.47
Alum. Serving Shelf 4'	Outdoor Aluminum Serving Shelf 1' x 4' - Stainless steel brackets	1	108.60	108.60T
Onan QG 7.0 Gasoline Generator	Cummins Onan ON7.0HGJAE-6758-RP: Commercial QG 7.0 Gasoline 120/240V 1 Phase	1	8,199.00	8,199.00T
Remote Start Cummins Meter Gasoline	Cummins Onan Remote Start Stop with Analog Hour Meter QG Gas or LP Models 300-5332	1	95.77	95.77T
Generator Cable Connector 30FT	Generator Cable Connector 30FT: Cummins Onan 30 Ft Remote Panel Harness RV QD 338-3490-02..	1	118.692	118.69T
Transfer Switch Progressive 50a	Progressive Dynamics PD52V 5200 Series Automatic Transfer Switch - 240 VAC 50AMP	1	207.56	207.56T
Cooler Premium 9.0 Cuft	Cooler PRF90DX: Premium 23" White 9.0 CuFt Vertical Refrigerator Display.	1	1,124.85	1,124.85T
Chest Freezer Galaxy Disp 9.5c	Galaxy ICFC12- Curved Top Display Freezer 9.5 CuFt	1	990.08	990.08T
Chest Freezer Galaxy 5.2 cu. ft.	Galaxy ICFC12- Curved Top Display Freezer 9.5 CuFt	1	387.78	387.78T
A/C Coleman 13500 btu	Coleman-Mach Mach 3 Plus 13500 BTU Air Conditioner W/ CEILING ASSAY	1	900.00	900.00T
A/C Coleman Ceiling Assy	A/C Ceiling Assy / Not Installation	1	213.75	213.75T
500W Karaoke Wireless Bluetooth Amplifie	500W Karaoke Wireless Bluetooth Amplifier - 4 Channel Stereo Audio Home Theater	1	154.93	154.93T
Bluetooth Amplifier Pyle	2 of Pyle 5 Inch Marine Speaker - 3 Way Waterproof and Weather Resistant Outdoor Audio Stereo Sound System with 500 Watt Power, 5"P.P Injection Cone Woofer and Mini	1	90.00	90.00T
2- Way Indoor/Outdoor Yamaha Speakers	Yamaha 2-Way Indoor/Outdoor Speakers (Pair, White). Installation and wiring.	1	249.95	249.95T
Awning 14'	K40 RETRACTABLE AWNING MATERIAL: VINYL (RAINPROOF) MOTOR: OVERRIDE COLOR: CUSTOM	1	2,241.00	2,241.00T

All repairs made through warranty must be done in the seller premises, no exclusions, and buyer is responsible of transportation to seller's location. If buyer is out of state,

SUBTOTAL

36,929.35

Attention! This is an itemized invoice, if an item or service is not listed, it is not included.

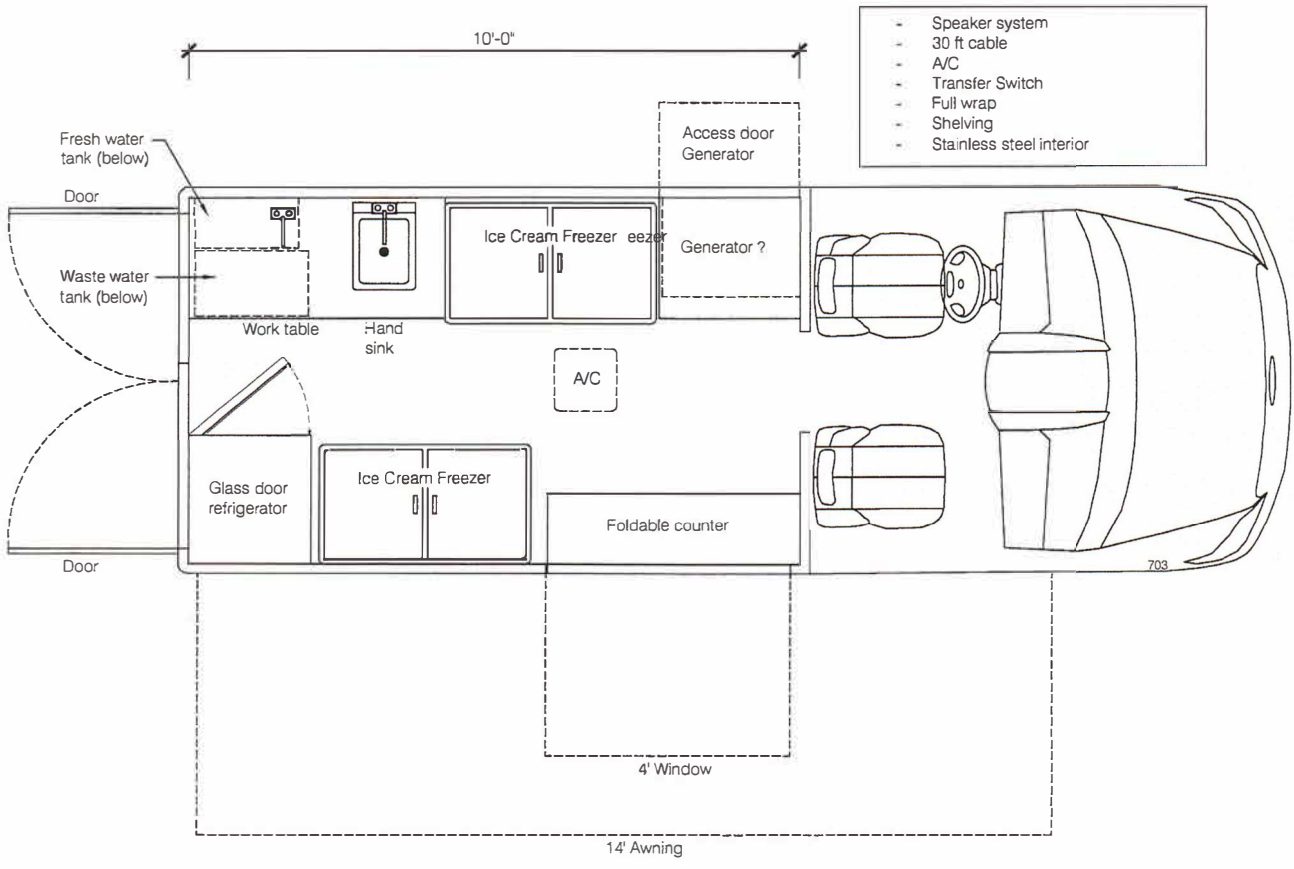
seller is responsible only for replacement and shipment of broken, missing, or defect parts related to seller's workmanship.

DISCOUNT 5%	-1,846.47
TAX	0.00

TOTAL	\$35,082.88

Accepted By

Accepted Date



Christopher Morales