

OK 54828.0



www.colonymarine.com

ALGONAC P.O. BOX 388 / 5793 PTE TREMBLE RD. ALGONAC, MI 48001 810-794-5517 FAX 010-794-3590
 PONTIAC 580 E. WALTON BLVD. PONTIAC, MI 48340 248-371-0400 FAX 248-371-0485
 ST. CLAIR SHORES 24530 JEFFERSON ST. CLAIR SHORES, MI 48080 586-772-1550 FAX 586-772-4792

SOLD TO: SUBBITT DEPT WASHTENAW MI 734-470-5956
 ADDRESS: PO BOX 8615 CITY ANN ARBOR, MI ZIP 48107 N/U/D RRV
 CUST NO: 83494
 QUOTE NO: 132351
 DATE: 05 APR 23

SC	YEAR	MANUFACTURER	MODEL	SERIAL NO.	STOCK NO.
BOAT	2023	BOSTON WHALER	170HP	BWCPO370A323 23 11AND	13597
MOTOR	2023	MERCURY	115	3B293761	
TRAILER	2023	MAGIC TILT	DM 3100 DB10 74 ST	1H5BB2011P1H37593	

115 EZLEY RFI COMMAND THRUST 4-STROKE MERCURY ENGINE BATTERY
 SON TOP W/ BOOT SAFETY KIT - 98
 GALVANIZED TRAILER WITH SWING TONGUE, SPARE TIRE & DISC BRAKES
 WHITE HULL
 BLACK GRAPHICS
 BLACK CANVAS
 LOW PROFILE BOW RAIL
 LOW PROFILE STERN RAIL
 COOLER SEAT

ATTESTED TO:
Lawrence Kestenbaum
 04/21/2023
 Lawrence Kestenbaum
 County Clerk/Register

WASHTENAW COUNTY
Gregory Dill
 04/20/2023
 Gregory Dill
 County Administrator

APPROVED AS TO CONTENT:
 By: *Jerry Clayton* 04/14/23 (DATE)
 Jerry Clayton
 Sheriff

APPROVED AS TO FORM:
Michelle K. Billard 04/19/2023
 Office of Corporation Counsel
 Michelle K. Billard
 Corporation Counsel

NON-REFUNDABLE DEPOSIT:	CUST INIT:
DEAL MUST CLOSE BY:	CUST INIT:
DESCRIPTION OF TRADE-IN	AMOUNT \$
	N/A

ADDITIONAL TERMS / SPECIAL INSTRUCTIONS

BUYER AND SELLER AGREE:

- COLONY MARINE IS NOT GRANTING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ONLY WARRANTIES GRANTED ARE THOSE WRITTEN WARRANTIES PROVIDED BY THE MANUFACTURER OF THE MERCHANDISE PURCHASED. IT IS ALSO AGREED THAT COLONY MARINE MAKES NO WARRANTY WHATSOEVER REGARDING THE BOAT, UNIT, APPLIANCE, OR COMPONENT CONTAINED THEREIN UNLESS SO NOTED IN WRITING WITHIN THIS AGREEMENT. NO VERBAL COMMITMENT WILL BE HONORED.
- ALL USED OR BROKERED BOATS ARE SOLD STRICTLY "AS-IS" WITH ALL FAULTS.
- I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS BUYER-SELLER AGREEMENT AND THAT I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ALL TERMS.

TOTAL CASH DELIVERED PRICE	50450.00
PLUS TAXES	N/A
REGISTRATION AND TITLE	N/A
FILING FEE	N/A
LESS TRADE AND/OR DISCOUNT	0.00
BALANCE	50450.00
PLUS TRADE IN PAYOFF	N/A
LESS DEPOSIT ON ORDER	N/A
BALANCE DUE	50450.00

SIGNED X _____ Purchaser Signature
 SIGNED X _____ Purchaser Signature

ACCEPTED BY *[Signature]*
 COLONY MARINE - DEALER
 Authorized Officer of the Company

SALES AGREEMENT

IT IS FURTHER UNDERSTOOD AND AGREED:

1. **DISCLAIMER OF WARRANTIES COLONY MARINE (HEREINAFTER "SELLER").** SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER AFFIRMS THAT IT HAS NOT RELIED UPON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH EQUIPMENT FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THE EQUIPMENT WILL COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY FEDERAL, STATE MUNICIPALITY OR OTHER JURISDICTION. ANY REPRESENTATIONS AS TO PERFORMANCE AND OTHER MATTERS RELATED TO THE EQUIPMENT WERE SELLER'S OPINION ONLY AND DO NOT CONSTITUTE A WARRANTY. WHETHER OR NOT THE EQUIPMENT IS TO BE USED EXCLUSIVELY BY BUYER, THERE SHALL BE NO THIRD PARTY BENEFICIARIES TO THE WARRANTIES, IF ANY, CONTAINED HEREIN. SELLER HEREBY ASSIGNS TO BUYER ALL ASSIGNABLE WARRANTIES OF THE MANUFACTURER OF THE EQUIPMENT TO THE EXTENT THAT ANY SUCH MANUFACTURER OR SUPPLIER WARRANTY EXISTS.
2. All titles to the equipment listed on page 1 of this Agreement shall be retained by the Seller until the purchase price has been paid in cash or a financing arrangement has been executed and accepted by a bank or some other lending institution. Upon full payment Seller shall transfer title to the equipment to Buyer even though the actual delivery date may be later. Prior to delivery date Buyer must execute a retail installment contract or some other type of security agreement prescribed by law if this sale is not a cash transaction.
3. Buyer agrees to assume and pay unless prohibited by law any and all taxes other than income taxes incidental to the purchase documented in this Agreement. The purchase price stated on page 1 on this document does not include any taxes assessed by any governmental agency prior to or at the time of delivery on the sale of this boat unless expressly stated otherwise.
4. The manufacturer has the right to make any model, design, parts, or accessory changes it sees fit. These changes shall not affect the equipment ordered by this Agreement nor may Buyer require Seller or manufacturer to include these changes in his/her order.
5. Seller shall not be liable for any loss or damages caused by delays created by the manufacturer, accident, strike, fire, or any other cause beyond Seller's control.
6. If Buyer defaults for any reason whatsoever, then the Seller shall be entitled to retain the deposit and any trade-in as liquidated damages for such default, the parties hereby having agreed that the actual damages from such default are not reasonably ascertainable on the date this Agreement is executed and will not be readily ascertainable on the date such default may occur.
7. Brokered or used boats are sold strictly "as-is" with all faults. Buyer states that he has inspected and examined the equipment which is the subject of this Agreement and determined that the equipment is of satisfactory quality and/or good working order and is suitable for the purpose for which it was purchased.
8. Buyer shall deliver to the Seller's premises his/her used boat (hereinafter called "trade-in") along with its title if such boat is to be traded in as a partial payment toward the purchase price. Buyer warrants that the trade-in is his/her property and that the trade-in is free and clear of all liens and encumbrances other than those noted on page 1 of this Agreement. Buyer warrants that all taxes levied on the trade-in have been paid in full. If it comes to the Seller's attention that there is a lien or claim on the trade-in which is not disclosed on page 1 of this Agreement Seller shall have the option of:
 - (A) paying the claim and seeking immediate reimbursement from Buyer, or
 - (B) Seller may subtract the amount of the claim from the trade-in allowance as established on page 1 of this Agreement and the new trade-in allowance will be incorporated as it originally stated in this Agreement.
9. If the trade-in is not licensed and registered in the state where this Agreement is executed Buyer shall immediately register and license the trade-in in said state. If Seller incurs any expenses connected with the licensing and registration of the trade-in Seller may pay such expenses and be reimbursed therefore by Buyer or decrease the trade-in allowance by the amount of such expense.
10. Seller shall retain its right, in its sole discretion, to have an Independent Marine Survey performed on the trade-in and to make a reappraisal based on said survey, if any. Seller shall retain the right to make a reappraisal of the trade-in if it is not delivered to Seller at the time of the initial appraisal. A reappraisal shall be made by Seller if there appears to be any change in the trade-in's general physical condition or its furnishings and accessories. In the event the reappraisal differs from the original appraisal the trade-in allowance shall be based on the reappraisal.
11. The following provisions shall be incorporated in the Agreement if Seller accepts Buyer's trade-in and allows Buyer a trade-in allowance:
 - A. Buyer certifies that the trade-in belongs exclusively to him/her. In addition Buyer warrants that he/she has authority to transfer title to the trade-in to Seller and that there are no liens or encumbrances on the trade-in other than those disclosed on page 1 of this Agreement.
 - B. Buyer certifies that the trade-in is seaworthy and that its accessories and equipment are in good working order. Buyer also certifies that the trade-in's engine block manifolds and cylinder head are not cracked or otherwise defective.
 - C. The trade-in shall become Seller's property when this Agreement is fully executed.
 - D. On the date this Agreement is executed Buyer shall deliver to Seller all instruments of title to the trade-in along with a proper bill of sale or any other instrument necessary to transfer proper title to the trade-in to Seller.
 - E. If within thirty (30) days of the date when Buyer delivers the trade-in to Seller, Seller discovers that the trade-in or any of its accessories and equipment are in a defective or an unacceptable condition Seller shall have the option of:
 - (1) Canceling this Agreement or
 - (2) Making all repairs necessary to put the trade-in in marketable condition and billing the Buyer directly or reducing the amount of this trade-in allowance as set forth on page 1 of this Agreement.
12. To the extent that any warranties exist which have not been disclaimed above, Buyer agrees that its sole exclusive remedy against Seller shall be limited to the repair and replacement of defective parts of the equipment, provided Seller is promptly notified in writing of any defect. This exclusive remedy shall not be deemed to fail of its essential purpose so long as Seller is willing and able to repair or replace the defective parts and, in ~~the event of a failure to repair or replace the defective parts within a reasonable time, the amount of the trade-in allowance shall be reduced by the amount of the cost of the repair or replacement.~~ THIS PARAGRAPH STATES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. *Colony Marine* (C) *Colony Marine* (C)
13. ~~THE SELLER'S LIABILITY SHALL BE LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS OF THE EQUIPMENT, PROVIDED THE SELLER IS PROMPTLY NOTIFIED IN WRITING OF ANY DEFECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE SO LONG AS THE SELLER IS WILLING AND ABLE TO REPAIR OR REPLACE THE DEFECTIVE PARTS AND, IN THE EVENT OF A FAILURE TO REPAIR OR REPLACE THE DEFECTIVE PARTS WITHIN A REASONABLE TIME, THE AMOUNT OF THE TRADE-IN ALLOWANCE SHALL BE REDUCED BY THE AMOUNT OF THE COST OF THE REPAIR OR REPLACEMENT.~~ SELLER WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN DELIVERY OF THE EQUIPMENT OR FOR ANY FAILURE TO PERFORM WHICH IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. ~~THE SELLER'S LIABILITY SHALL BE LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS OF THE EQUIPMENT, PROVIDED THE SELLER IS PROMPTLY NOTIFIED IN WRITING OF ANY DEFECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE SO LONG AS THE SELLER IS WILLING AND ABLE TO REPAIR OR REPLACE THE DEFECTIVE PARTS AND, IN THE EVENT OF A FAILURE TO REPAIR OR REPLACE THE DEFECTIVE PARTS WITHIN A REASONABLE TIME, THE AMOUNT OF THE TRADE-IN ALLOWANCE SHALL BE REDUCED BY THE AMOUNT OF THE COST OF THE REPAIR OR REPLACEMENT.~~ IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS BUYER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE. *Colony Marine* (C)
14. **Miscellaneous.** This Agreement shall not be amended or modified except by an agreement in writing executed by all parties hereto. Time is of the essence of this Agreement. This Agreement shall be construed under the laws of the State of Michigan. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. Should it become necessary to enforce this Agreement by litigation, the prevailing party shall be entitled to reasonable attorney fees and court costs, including appellate fees. This Agreement shall be binding upon the heirs, successors and assigns of all parties and shall survive the closing. This Agreement reflects the entire agreement between the parties and no other representation or inducement, verbal or written, has been made which is not set forth herein. If any provision of the Agreement is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.

COLONY MARINE SALES & SERV
580 EAST WALTON BLVD
PONTIAC, MI, MI
USA
48340
248-371-0400

CUSTOMER QUOTE

To: SHERIFF DEPT WASHTENAW 83494
WASHTENAW

Quote#: 136533
Date: 28 JUN 2022
Tax: EXEMPT
Phone#:
Cell#:
Salesman: PAUL VANDER DONCK

Stock Item: 2022 BOSTON WHALER BOSTON WHALER 170MT
Stock #: 170MT

Base Price: 38,700.00

	QTY	PRICE	
Options: 724 WHITE HULL	1.00	0.00	
733 BLACK GRAPHICS	1.00	0.00	
1049 WHITE FRAME (Standard)	1.00	0.00	
13445 LOW PROFILE BOW RAIL	1.00	-115.00	
13446 LOW PROFILE STERN RAIL	1.00	29.00	
70303 115 EXLPT EFI COMMAND THRUST 4	1.00	1,138.00	
70307 COOLER SEAT	1.00	893.00	
70515 SUN TOP W/ BOOT	1.00	1,638.00	
70800 GALVANIZED TRAILER WITH SWING	1.00	0.00	

		3,583.00	
			42,283.00
Freight		1,647.00	
Total List:			43,930.00
P.D.I.		625.00	
Discount		(-5,905.00)	
			50,460.00
Sales Tax:		0.00	
Deal Total:			50,460.00
Final Balance:			50,460.00

WASHTENAW, SHERIFF DEPT 28 JUN 2022

VK 7190

CRG 13103102. 962000