

1/31/2024 8:23 AM

Customer PO# MSA Event
Bill To: City of Fontana

Item Name	Size	Qty	Price	Ext Price	Tax
Graco LineLazerIV 3900 - 2 Gun	3900	1	\$9,250.00	\$9,250.00	T
No Charge - Raffle Winner 1/25		1	(\$9,250.00)	(\$9,250.00)	T
Serial No.: F23B17H449009000		1	\$0.00	\$0.00	T
				Subtotal:	\$0.00
				Sales Tax	% Tax: + \$0.00
				RECEIPT TOTAL:	\$0.00

WARRANTY: There are no expressed or implied warranties at all. The undersigned and it's company jointly and equivocally agrees to indemnify and hold harmless GoldStar Asphalt Products and their successors and assigns from any claim, action, liability loss, damage or suit arising from the use or transportation of our products or equipment. Includes but not limited to trailer hook-up, lights, brakes and safety chains. Driver is responsible for over weight loads.

Signature: _____

Print Name: _____

GoldStar Asphalt Products
1354 Jet Way Perris CA, 92571
Office: 951-940-1610

COPY

GoldStar Asphalt Products

(951) 940-1610 Phone
(951) 398-4382 Fax

1 354 Jet Way • Perris, CA 92571

BILL OF SALE - EQUIPMENT

GoldStar Asphalt Products, hereinafter called "Seller", in consideration of payment of the sales price in the amount of \$9,250 (No Charge) Raffle Winner, hereinafter called the "buyer", does hereby sell, transfer, and deliver to CITY OF FONTANA the following described equipment:

Model: Graco Line Lazer 3900 2-Gun
Asset number:
Serial number: F23817 H449009000

Seller covenants to Buyer that Seller is the lawful owner of said Equipment and has the right to sell the same. In consideration of the sale evidence hereby, Buyer agrees that:

1. The sales price set forth above is net to Seller, Seller is not responsible for the cost of registration or inspection. Buyer shall indemnify Seller with respect to the payment of any costs associated with registration or inspection or which may be applicable to the transaction evidenced by this Bill of Sale.
2. The Equipment is being sold on an "AS IS" basis. The entire risk as to quality and performance is solely with the Buyer. SELLER TRANSFERS TITLE "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Buyer acknowledges that Buyer has inspected the Equipment to Buyer's satisfaction and that Buyer accepts the Equipment "AS IS" in accordance with all of the terms and conditions of this Bill of Sale, including disclaimer of warranties set forth above. Without limiting the foregoing, Buyer acknowledges that the Equipment may be missing parts and may not be operable as is, and that the sales price reflects the condition of the Equipment.
3. Upon payment of the sales price, Buyer shall take possession of the Equipment and immediately remove said Equipment from Seller's premises. Upon payment of the sales price, title to the Equipment shall pass to Buyer, and Buyer shall resume all responsibility and liability related to said Equipment.
4. Without limiting the foregoing, Buyer warrants and agrees that said Equipment shall be transported from Seller's premises in strict accordance with all applicable statutes, laws, ordinances, and regulations.
5. Without limiting the foregoing, Buyer shall release, defend, indemnify, and hold Seller harmless from any and all claims, actions, damages, demands, liabilities, and expenses in connection with loss of life, personal injury, or damage to property arising in whole or in part from or out of the transaction evidenced by this Bill of Sale, including but not limited to the transportation of the equipment from Seller's premises, unless such loss of life, personal injury or damage to property is caused solely by the negligence of Seller. The obligations of Buyer to release, defend, indemnify, and hold Seller harmless are continuing in nature and shall survive the transfer of possession and title of the Equipment.

IN WITNESS WHEREOF, the said parties hereto set their hands this 31 day of Jan, 2024

All parties mandated as signatory to "BILL OF SALE"

Seller:

By:

Title: Customer Relations

Buyer:

By:

Title: City of Fontana



GoldStar Asphalt Products

Equipment Purchase Check Out Sheet

Release of Liability

Here-in-after referred to as "Machine"

Damage Report:

Front - OK ☒ Damage _____
Back - OK ☒ Damage _____
Left - OK ☒ Damage _____
Right - OK ☒ Damage _____

Additional Accessories / Equipment

1. _____
2. _____
3. _____
4. _____

Trailer Electrical: Brake Lights _____ Trailer Lights _____ Left Signal _____ Right Signal _____
Trailer Tires: Left Front _____ Left Rear _____ Right Front _____ Right Rear _____
Machine: Starts _____ Stops _____ Forward _____ Reverse _____
Ignition Key _____ Oil _____ Gas _____ Propane _____ Hydraulic Fluid _____ Hitch Lock _____
Towing Vehicle: 3/4 ton capacity or better _____ 5 prong electric outlet _____ 2 5/16" Ball _____

Equipment Description: Graco Line Laser 3900 2 Gun

Serial / ID # : F23B17H44 9009000

Buyer/Owner Check Out Sheet

Buyer/Owner has inspected the machine and finds it Operational, Safe and in New Condition

Buyer Signature: Calvin Van Fleet Printed Name: Calvin Van Fleet Date: 1/31/24

GoldStar Representative: V. H. H. Printed Name: VERONICA HURTH Date: 1/31/24

DO NOT OPEN LID TO MACHINE WHILE ENGINE IS RUNNING.
OPENING LID WHILE ENGINE IS RUNNING COULD RESULT IN INJURY OR DEATH.
DO NOT ENTER THE MACHINE - THIS COULD RESULT IN INJURY OR DEATH.

The operation instructions of the machine has been explained to Buyer. Buyer hereby agrees that they to and acknowledges sole responsibility for the safety and operation of said machine. Any injuries to buyer, buyer's employees or anyone else while in possession of said machine is the responsibility and liability of buyer. Buyer holds harmless GoldStar Asphalt Products, its's agents and / or representatives from any liability in the hauling or operation of the machine after buyer's purchase and possession of said machine.

Buyer releases GoldStar of any liabilities here and after.

Calvin Van Fleet
Buyer Acknowledgment
Acceptance of release of liability

Calvin Van Fleet
Printed Name

1/31/24
Date