

# PORT OF BROOKINGS HARBOR

## Special Commissioner Meeting

16350 Lower Harbor Rd Suite 202

Tuesday, September 29, 2020 • 2:00pm

Teleconference / Meeting Room (Limited Space)

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**Teleconference Call-In Number: 1 (253) 215-8782**

**Meeting ID: 771 205 4017    Participant ID: #                    (to mute/unmute: \* 6)**

*When calling in, please announce your arrival and state your name when you join the meeting.*

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## TENTATIVE AGENDA

	<b>PAGE</b>
<b>1. CALL MEETING TO ORDER</b>	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
<b>2. APPROVAL OF AGENDA</b>	
<b>3. PUBLIC COMMENTS</b> (Limited to a maximum of three minutes per person. Please email your comments to <a href="mailto:danielle@portofbrookingsharbor.com">danielle@portofbrookingsharbor.com</a> prior to the meeting. ***Please wait to be called on before speaking***)	
<b>4. ACTION ITEMS</b>	
A. Righetti Easement Proposal.....	2
B. Procurement for Diesel & Gasoline Pump Dispenser.....	6
<b>5. INFORMATION ITEMS</b>	
A. None	
<b>6. COMMISSIONER COMMENTS</b>	
<b>7. NEXT REGULAR MEETING DATE</b> – Tuesday, October 20, 2020 at 6:00pm	
<b>8. ADJOURNMENT</b>	

A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

## ACTION ITEM – A

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**DATE:** September 29, 2020  
**RE:** Righetti Easement Proposal  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- August 18, 2020 Regular Commissioner Meeting the Board approved a property line adjustment to trade boat launch ramp parking lot ready area and the westerly side of Righetti's property as shown on the proposed map with the conditions that each party pays for their own legal fees, survey is split, documents necessary for the lot line adjustment are split equally and the recording fee is split equally.
- After receiving no response from the Righetti's on September 24, 2020 at a Special Commissioner Meeting the Board approved to remove Port's encroachment on Righetti's property.
- Port legal counsel notified Righetti's lawyer of the upcoming work going to happen on Righetti's property. After the notification, the Port received Righetti's proposal through the attorneys.

### DOCUMENTS

- Righetti Lot Line Adjustment Proposal, 3 pages.

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to rescind the approval to remove encroached area on Righetti's property and to proceed with an agreement as proposed from Righetti for the lot line adjustment.



HATHAWAY LARSON

Koback · Connors · Heth

September 25, 2020

**VIA EMAIL**

Martha Rice  
Black Rice LLP  
The McNaulty House  
710 H Street  
Crescent City, CA 95531

Re: Righetti and Port of Brookings Harbor

Dear Martha:

Thank you for taking time to discuss further the boundary line issues our respective clients have been grappling with over the past couple of years. After our discussion I conferred with my clients and they agree that the best way to move forward is with a simple agreement that resolves the encroachments each party is asserting exist on their respective parcels. Toward that end, my clients agree that it is best to leave the reciprocal easement in the area along the west side of their building out of any proposal.

There will likely be minor details we need to work through but the basic terms of an agreement we propose are:

1. The parties will jointly apply to the appropriate jurisdiction (I understand the County) for a property line adjustment generally consistent with the annotated aerial photograph I have enclosed;
2. To complete that application, the parties will share equally the cost of having a single surveyor prepare legal descriptions of the two tracts to be adjusted, and any survey maps, or diagrams the approving jurisdiction requires;
3. The parties shall provide to each other and the agreed upon surveyor all necessary cooperation in completing the property line adjustment application and any proceeding the approving jurisdiction has for processing the application;
4. To the extent the parties require services of attorneys to prepare and record new deeds revising their legal descriptions, they shall pay their own attorney fees.

**Christopher P. Koback**  
1331 NW Lovejoy Street, Suite 950  
Portland, OR 97209  
[chris@hathawaylarson.com](mailto:chris@hathawaylarson.com)  
(503) 303-3107 direct  
(505) 303-3101 main

September 25, 2020

Page 2

It has been my experience that in many cases the local jurisdiction processes simply property line adjustments as ministerial decisions. In those cases, the applicants can generally process the applications without hiring attorneys. I have worked with surveyors up here who assist in getting the adjustment application processed. I assume we can proceed under that assumption here. I also assume the Port may be the better of the two parties to take the lead getting the application submitted and hope the Port agrees with that.

I do not see any other issues that we need to include in an agreement. If you have anything the Port wants to have included, please let me know.

I look forward to the Port's response.

Very truly yours,

HATHAWAY LARSON LLP

*/s/ Christopher P. Koback*

Christopher P. Koback

CPK/ph

cc: Client



## **ACTION ITEM – B**

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**DATE:** September 29, 2020  
**RE:** Procurement for Diesel & Gasoline Pump Dispenser  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Past several months the Fuel Dock diesel and gasoline pump dispenser been shutting down without warning. After many hours of diagnostics with our service providers it was determined a new dispenser would be needed.
- The current dispenser was installed in 2003, pump over one million gallons of diesel and gasoline. Google search for gasoline station should have an anticipated "life expectancy" of 20 years. The Fuel Dock pump dispensers are exposed to harsh weather conditions which would reduce the "life expectancy".

### DOCUMENTS

- Procurement Request for New Diesel & Gasoline Pump Dispenser, 7 pages.

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve the procurement of a diesel and gasoline pump dispenser for the fuel dock to Pump Pipe & Tank Services in the amount of \$11,261.

# PORT OF BROOKINGS HARBOR

## Procurement Request

Project Name: Fuel Dispenser / Fuel Dock Contract No. \_\_\_\_\_

<input checked="" type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Contract
Purchase Order No. _____	

Award Information:

Company Name: Pump Pipe & Tank  
Contact Person: Ryan McHenry  
Address: P.O. Box 146  
Talent, OR 97540  
Telephone: 541 535-6542

Special Notes or Comments

<u>same dispenser</u>
<u>all three quotes.</u>

No.	Proposals / Quotes	Units	Quantity	Total \$
1	<u>Dispenser Install &amp; startup</u> <u>Pump Pipe &amp; Tank</u>			<u>\$11,261.-</u>
2	<u>Tank Testers</u>			<u>\$11,500.-</u>
3	<u>Source Fueling Equipment</u>			<u>\$11,632</u>

Prepared by: Brent Ferguson  
Print Name

Fund Account:  General Fund  Capital Improvements  Debt Service  Revenue Bond  
Department:  Marina  Boat Yard  RV Park  Port Office  Fuel Dock  Commercial Retail

Approved by GM: \_\_\_\_\_  
Signature Print Name Date

Approved by Board Commissioner: \_\_\_\_\_  
Signature Print Name Date

Approved by Board Commissioner: \_\_\_\_\_  
Signature Print Name Date

# Pump Pipe & Tank Services, LLC

P.O. Box 146  
 Talent, OR 97540  
 Phone (541) 535-6542

CA lic #569114  
 CCB #63709 /197390  
 Fax (541) 535-5557

## Estimate

Date	Estimate #
9/25/2020	9252020

www.pumpipetank.com



30 YEARS  
 OF EXCELLENT SERVICE

Name / Address
Port of Brookings 16200 Lower Harbor Rd. Harbor, OR 97415 Contact: Brent Ferguson 541.661.7280

Qty	Description	Cost	Total
	Job Site: Port Of Brookings Harbor		
	Scope Of Work: Replacement of (1) Dispesner located at the fuel dock		
1	Wayne, Remote Dispenser with the following items Twin, 2 Product, Remote Dispenser, Island Oriented 3/G7201D	8,011.00	8,011.00
1	Installation, Electrical and Startup	3,250.00	3,250.00

ACCEPTED BY(customer) \_\_\_\_\_ DATE \_\_\_\_\_

Phone \_\_\_\_\_

Estimate Good For 15 days

<b>Total</b>	\$11,261.00
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Brent Ferguson <brent@portofbrookingsharbor.com>

**RE: New dispenser**

1 message

**Bob Baxter** <BBaxter@mascottec.com>  
To: "Tank Testers, LLC" <tanktesters@gmail.com>  
Cc: Brent Ferguson <brent@portofbrookingsharbor.com>

Mon, Sep 14, 2020 at 1:42 PM

Brent, Mascott does not do installations in Oregon.

Bob Baxter  
Mascott Equipment  
503-307-8004

-----Original Message-----

From: Bob Baxter  
Sent: Monday, September 14, 2020 10:18 AM  
To: Tank Testers, LLC <tanktesters@gmail.com>  
Cc: Brent Ferguson <brent@portofbrookingsharbor.com>  
Subject: RE: New dispenser

Here is the Mascott bid, please sign this and email it back and then we will send you an invoice for 1/3 deposit and get this on order.

Thank you

Bob Baxter  
Mascott Equipment  
503-307-8004

-----Original Message-----

From: Tank Testers, LLC <tanktesters@gmail.com>  
Sent: Monday, September 14, 2020 9:32 AM  
To: Bob Baxter <BBaxter@mascottec.com>  
Cc: Brent Ferguson <brent@portofbrookingsharbor.com>  
Subject: New dispenser

Gentlemen.  
Getting everyone on the same page.  
Bob,  
Please send a quote for the new dispenser. Have startup as a separate line item.

Brent,  
Keep in mind that mounting the dispenser in October when I'm there will be about \$1200,00 Electrical disconnect and reconnect should be about \$1200

*\$2,400. =*

Dispenser only.. does not include new hoses or nozzles.  
Decals may be needed for some verbiage.

Please note: unforeseen (overlooked) stuff happens.  
Example- a poor or bad wire needs replaced. This could add significant cost (est \$1000).

Thank you  
Joe

*w/pump - \$11,500  
(see Mascott quote.)*

Sent from my iPhone



Portland, OR  
(503) 282-2587

Seattle, WA  
(206) 763-7867

Pasco, WA  
(509) 543-2018

Spokane, WA  
(509) 255-7809

Anchorage, AK  
(907) 561-1119

**QUOTE**

Since 1960

www.mascottec.com

Number	064138
Date	09/14/2020
Page	1

Ship-to: 1  
PORT OF BROOKINGS  
16060 LOWER HARBOR RD  
BROOKINGS, OR 97415

Bill-to: 2782  
PORT OF BROOKINGS  
PO BOX 848  
BROOKINGS, OR 97412

Reference #	SlsP	Terms	Whse	Freight	Ship Via
NEW DISPENSER	A	NET 10TH	01	BILLED	SEE NOTES
Quoted By: RBB	Quoted To: KIM BOOM - AP	Effective: 09/14/2020	Expires: 10/30/2020		

Item	Description	Ordered	UM	Price	UM	Extension
WY3/G7203D/129GJKUY/	*WAYNE SELECT DISPENSER DISPENSER 2 PRODUCT/ 2 HOSE WITH PRICE DISPLAY, INTERNAL FILTER, ENHANCED CAPACITY, J-BOX, EMT TOTALIZERS PER HOSE, PROPORTION SOLENOID, STAINLESS LOWER CABINET, BLACK TOP & STAINLESS DOORS	1	EA	7687.14	EA	7687.14
WY-FREIGHT-LP	FREIGHT, WAYNE LOW-PROFILE DIS	1	EA	192.86	EA	192.86
WY-LIFT	LIFTGATE, DISPENSER DELIVERY	1	EA	120.00	EA	120.00
LABOR-PD	*START-UP LABOR, (On-Site/Shop Service) PRICE INCLUDES TRAVEL	1.00	EA	1100.00	EA	1100.00

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ 10

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



Portland, OR  
(503) 282-2587

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**QUOTE**

Number	064138
Date	09/14/2020
Page	2

Since 1960

www.mascottec.com

Ship-to: 1  
**PORT OF BROOKINGS**  
**16060 LOWER HARBOR RD**  
**BROOKINGS, OR 97415**

Bill-to: 2782  
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Reference #	SlsP	Terms	Whse	Freight	Ship Via
NEW DISPENSER	A	NET 10TH	01	BILLED	SEE NOTES

Quoted By: RBB	Quoted To: KIM BOOM - AP	Effective: 09/14/2020	Expires: 10/30/2020
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	Extension
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- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PCI(Payment Card Industry) & EMV(Euro, Mastercard, Visa) COMPLIANCE DISCLAIMER: it is solely the Customer's responsibility to verify PCI compliance and Network Processing compliance with their Merchant Provider. Mascott will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.
- 3.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives. Guaranteed performance require certification by a licensed engineer.
- 4.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 5.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup & basic training is offered on a time & materials basis @ \$122- hour/\$1.17 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.
- 6.) FREIGHT SHIPMENTS: Freight shipments are fob point of origin unless otherwise listed Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected with 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 8.) DEPOSITS: 50% deposit required on quotations containing Special Order Equipment & Services. Order will not be executed prior to receipt of deposit.
- 9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for surcharges. Mascott will include these charges on your Invoice.
- 10.) PREPAYMENT TERMS OFFERED: 1% prepayment discount available, subject to Mascott's Credit Manager's approval.
- 11.) CREDIT CARD PAYMENTS: Subject to 3% Service Fee, Subject to Mascott's Credit Manager's approval.
- 12.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.
- 13.) \*SPECIAL ORDER EQUIPMENT & SERVICE CANNOT BE RETURNED FOR CREDIT OR CANCELLED ONCE ENTERED INTO MANUFACTURER'S PRODUCTION SCHEDULE.rev4/21/20 a

Thank you for your business.

Merchandise	Misc	CAT Tax	Freight	Total
9100.00	.00	.00	.00	9100.00

FOB FACTORY UNLESS SPECIFIED

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...

## TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyer's purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
17. **LIQUIDATED DAMAGES:** The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach. Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
18. **LIMITATION ON MASCOTT'S LIABILITY:** MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
19. **EXCLUSIVE REMEDY OF THE BUYER:** THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
20. **MANUFACTURERS' WARRANTIES:** SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
22. **WAIVER OF IMPLIED WARRANTIES:** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
23. **EXCLUSION OF WARRANTIES:** MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Source North America**

7510 NE Killingsworth  
 Portland, OR 97218  
 Phone: 800-426-2880  
 Fax: 800-279-7885



**SALES QUOTATION**

ORDER:	7766675
DATE:	09/23/2020
EXPIRES:	
ACCOUNT:	313301
CONTACT:	Brent
PHONE:	541-661-7280
PAGE:	1 of 1

SOLD TO	SHIP TO
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**Port of Brookings**  
 16330 Lower Harbor Road  
 Brookings, OR 97415

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CUSTOMER PO		TERMS	ENTERED BY		
Rev1 Dual Product RETAIL Dispenser		COD Verify	Brian VanWagner		
L	ITEMS	DESCRIPTION	QTY	NET PRICE	EXT PRICE
3	3/G7203D/129GJKUY/S3	Twin, Two-Product, Remote Dispenser, Retail, Island Oriented, Enhanced Capacity, E25 Compatibility, Internal Filter, Explosion-Proof Junction Box, Hose Hanger, Imeter2 (Qty=Halves), Select Gen2	1 EA	\$7,902.00	\$7,902.00
COMMENT:		Includes Stainless Steel Doors & Cabinet			
4	LABOR	Labor Charge -Service Work	1 EA	\$3,565.00	\$3,565.00
COMMENT:		Labor includes install of new dispenser, startup, calibration & electrical			

The items listed on this document are our interpretation of specifications and / or material lists provided. Source does not assume liability for errors or omissions, nor attest to the suitability of any product for a particular application. Source North America explicitly disavows any engineering design or detailing responsibility. This document is for items specifically listed herein, and this is not necessarily a complete listing of all materials required for the project. Purchaser should review this document and product data with project engineer to assess specification compliance. Tax and Freight are subject to change and will be verified at the time of invoicing. Unless otherwise specified in this quote, this quote will be valid for 30 days from the date of this quote. For terms and conditions please check our website [www.sourcena.com/terms](http://www.sourcena.com/terms) For product warranty information, please check our website at [www.sourcena.com/warranties](http://www.sourcena.com/warranties)

<b>Subtotal:</b>	\$11,467.00
<b>Freight:</b>	\$165.00
<b>Sales Tax:</b>	\$0.00
<b>Total:</b>	\$11,632.00

Sales Tax Subject to Change

X \_\_\_\_\_ Date \_\_\_\_\_