

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Cowin Equipment Company Inc. - Public Services - ID 6285

LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, Takeuchi Mfg. (U.S.), Ltd. (Contractor) at 519 Bonnie Valentine Way, Pendergrass, GA 30567 and Cowin Equipment Company Inc., (Contractor) at 2238 Pinson Valley Parkway, Birmingham, AL 35217.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EM06-19, with H-GAC for the sale of Earth Moving & Construction Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 3376 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by H-GAC (the "Effective Date") and ends May 31 2021. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

Section 1 Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

Right to sell products/services: Takeuchi Products (H-GAC Product Codes EM19A190-EM19A193)

Right to sell products/services in the following geographical area: Alabama, Florida, Georgia, and Mississippi (See affected counties in the attached Sales Territory document)

Right to administer Purchase Orders: N/A

Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

Section 3 Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

Section 4 H-GAC hereby consents to such limited assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC


Signature 

Name Chuck Wemple

Title Executive Director

Date 3/10/2021

Takeuchi Mfg. (U.S.), Ltd. (Contractor)

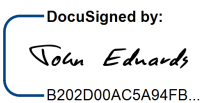
Signature 

Name David Pearson

Title Director of operations - wholegoods

Date 2/26/2021

Cowin Equipment Company Inc. (Assignee)

Signature 

Name John Edwards

Title Governmental Sales Manager

Date 3/4/2021

Sales Territory

Al	Autauga	Al	Randolph	GA	Harris
Al	Baldwin	Al	Russell	GA	Henry
Al	Blount	Al	Shelby	GA	Meriwether
Al	Calhoun	Al	St. Clair	GA	Muscogee
Al	Chambers	Al	Talladega	GA	Spalding
Al	Chilton	Al	Tallapoosa	GA	Troup
Al	Clay	Al	Tuscaloosa		
Al	Cleburne	Al	Walker	MS	Forrest
Al	Coosa	Al	Washington	MS	George
AL	Cullman			MS	Greene
Al	Elmore	Fl	Bay	MS	Harrison
Al	Escambia	Fl	Escambia	MS	Jackson
Al	Etowah	Fl	Holmes	MS	Lamar
Al	Jefferson	Fl	Okaloosa	MS	Perry
AL	Lee	Fl	Santa Rosa	MS	Stone
Al	limestone	Fl	Walton		
Al	Lowndes	FL	Washington		
Al	Macon				
Al	Madison	GA	Butts		
Al	Mobile	GA	Clayton		
Al	Montgomery	GA	Coweta		
Al	Morgan	GA	Fayette		