



Assignment to Purchase Agreement

The California Association for Coordinated Transportation, "Assignor", hereby assigns to the Ventura County Transportation Commission, "Assignee", thirteen (13) options to purchase Transit Bus Shelters and related equipment from Assignor's Contract # 21-01 with the TOLAR Manufacturing Company **using non-federal funding as per section NR 1. Purpose of the Procurement and Period of Performance** of the contract. Only those shelters and optional features may be purchased using the contract. Specifically, the Assignee shall have the right to purchase as per Tolar Manufacturing quote #23578PMR1:

Thirteen (13) USC/Axentia E-Paper RTIS (3366420)

Such ability to purchase commenced, per terms of Contract, on May 21, 2025, and may be exercised at any time on or before contract expires on October 4, 2025. With respect to the shelters assigned, the Assignor and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify, and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase there under. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced assignment to purchase the shelters under the Contract to Assignee.

Please be advised that the assignment of said shelters does not constitute a recommendation or endorsement of this product by the Cooperative. The Assignee is responsible for its choice of shelters selected and is responsible for shelter inspection, acceptance, and enforcement of any contract provisions.

Assignee hereby unconditionally releases and covenants not to sue Basin Transit and/or CALACT upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the shelters or any rights whatsoever assigned hereunder.

A handwritten signature in blue ink, appearing to read "Julia Marin", is written over a horizontal line.

Julia Marin
CALACT

5/21/2025

Date

I acknowledge receipt of the Assignment to Purchase Agreement for the items listed on Tolar Manufacturers quote #23578PMR1.

VENTURA COUNTY TRANSPORTATION COMMISSION

By: Aubrey Smith
Name: Aubrey Smith
Title: Program Manager
Date: 05/21/2025