

## **ADDENDUM ASSIGNMENT AGREEMENT**

**[Statewide Contract #0035]**

*State of Oklahoma*

This Agreement (the "Agreement") is entered into by and between Scott Womack, Government Commercial Fleet Manager of Reynolds Ford of Norman (the "Assignor"), having their principal address located at 825 N. Interstate Drive, Norman, OK 73069 and Jana Mason, Government Fleet Manager of Confidence Ford (the "Assignee"), having their principal address located at 825 N. Interstate Drive, Norman, OK 73069, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged:

*WHEREAS*, Reynolds Ford of Norman, [the "Assignor"] has entered into an agreement with Confidence Ford [the "Assignee"], effective May 23, 2022.

*WHEREAS*, Assignor has assigned all of their rights and obligations under the contract associated with Oklahoma Statewide Contract #0035 to Confidence Ford, [the "Assignee"].

*NOW THEREFORE*, Assignor and Assignee have agreed to the following:

I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in the Contract associated with Oklahoma Statewide Contract #0035 to Assignee.

II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract associated with Oklahoma Statewide Contract #0035 and all of Assignors rights, titles, and interests in and to the Contract,

III. Notwithstanding the foregoing, Assignor agrees to indemnify the State of Oklahoma from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract and resulting from Assignee's performance after the assignment of the Contract.

IV. Assignee agrees to indemnify the State of Oklahoma from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

V. No future modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.

VI. In the event any provision of this Agreement is held to invalid, illegal, or unenforceable for any reason, then the Parties agree that such provision shall be deemed to be struck and the

remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

VII. This Agreement is governed by the laws of the State of Oklahoma and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

ASSIGNOR:

Scott Womack

Scott Womack (Jun 2, 2022 13:32 CDT)

Scott Womack, Government Commercial Fleet Manager, Reynolds Ford of Norman

Date: 06/02/2022

ASSIGNEE:

Jana Mason

Jana Mason (Jun 2, 2022 13:33 CDT)

Jana Mason, Government Fleet Manager, Confidence Ford

Date: 06/02/2022

STATE PURCHASING DIRECTOR

Dan Sivard

Dan Sivard

Date: 6/6/2022

Tim Tuck

Tim Tuck (Jun 2, 2022 13:58 CDT)












# SW0035 Confidence Ford Assignment


Final Audit Report

2022-06-06

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 Agreement completed.

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