## Dr. Buu Nygren president Richelle Montoya vice president

## The Navajo Nation|Yideeskąądi Nitsáhákees

April 19, 2023

## TRANSMITTAL

TO : Calvin Castillo, Executive Director Division of Community Development (DCD)

FROM


BU on Budget for Projects / Activities for White Cone Chapter House, Greasewood Springs Chapter House, Teesto Chapter House, Indian Wells Chapter House, \& Dilkon Chapter House -
SUBJECT
: ARPA Funds Delegate Yazzie Region
I. Information on Contract (per Original Award):

White Cone Chapter House, Greasewood Springs Chapter House, Teesto Chapter House, Indian Wells Chapter House, Dilkon Chapter


| Pian Act (ARPA) |  | 21.027 |
| :---: | :---: | :---: |
| Funding Agency  <br> $\frac{2022}{\text { CFDA No. - Federal }}$  <br> $\frac{203}{\text { Fiscal Year }}$  <br>  Term - Begin and End Date |  |  |

II. Data Entered in FMIS Regarding:

| $\square$ New Contract or Grant Company No. | 8059 | Business Unit (K\#) | $\begin{aligned} & \text { K2115123 to } \\ & \text { K2115131 } \\ & \hline \end{aligned}$ |
| :---: | :---: | :---: | :---: |
| $\square$ Contract Mod No. |  |  |  |
| $\square$ Amt of Budget ___ \$6,220 | \$6,225,968.01 | \$0.00 to | \$6,225,968.01 |
| AMOUNT |  | FROM | то |
| Budget Period - Extend End Date Other, specify: | From | To |  |

Authorizing Document - Attached:
$\square$ Contract / Agreement - Date executer
$\square$ NNC / Committee Resolution - No. \& Date NN Council Resolution CD-69-22
$\checkmark$ Other, specify: Budget on projects / activities for Chapters listed above submitted by NN FRF Office
III. Comments by CGS:

This Transmittal documents budget entered in FMIS on $\$ 8.2$ mil ARPA funds allocated to CD Cherilyn Yazzie Region. Budget received on February 10, 2023 is authorized for implementation pursuant to FY 2023 NN BIM Appendix L Section II. B. and concurred by Navajo Nation Fiscal Recovery Fund (NN FRF) Office by memorandum of February 10, 2023. Delay in BU setup is due to incorrect object code on budget. NN FRF Office submitted corrected budget to CGS on April 10, 2023. Y-T-D budget entered into FMIS for CD Yazzie Region is $\$ 6,225,968.01$

## Attachment

Copy: Contract files
Contract Accounting / OOC / DPM
Tom Platero, Executive Director - NN FRF Office
(Ready for BU Setup)
As of February 10, 2023

| Description of CD Project | $\begin{aligned} & \text { Approved NN } \\ & \text { Council } \\ & \text { Signed } \\ & \text { Resolution } \\ & \hline \end{aligned}$ | Approved DOI IED | Appendix A w/ Signatures | Budget Forms $1,2,4$ | Program Budget Summary | Approved Chapter Resolution |  | Amount | Notes | Ready for OMB |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| E. CD-69-22: Council Delegate Cherilyn Yazzie <br> $K_{21} 15123$ White Cone Chp Community Cemetery Clearance Needs | x | x | X | X | x | x | \$ | 1,000.00 | New DCD Exc Directorsigned budgets | 14. X |
| $\mathbf{K 2 1 1 5 1 2 4} 42 \begin{aligned} & \text { Greasewood Springs Chp Reservoir/Aquifer } \\ & \text { Recharge Project }\end{aligned}$ | x | x | x | x | X | x | \$ | 200,000.00 | Naw DCD ExC Director signed budgets | 15. X |
| $\begin{aligned} & \text { K215125 3. Teesto Chp Heavy Equipment Purchase (John } \\ & \text { Deere 724P) } \end{aligned}$ | $x$ | x | X | $x$ | X | x | \$ | 317,445.81 | New DCD Exc Drector signed budgets | 16. X |
| K215126 ${ }^{\text {a }}$ Teesto Chp Feasibility Studies for ail washes ${ }^{\text {in Teesto Service Area }}$ | x | x | X | X | X | x | \$ | 300,000.00 | New DCD Exc Directorsigned budgets | 17. X |
| K2115127 ${ }^{\text {5 }} \begin{aligned} & \text { Teesto Chp } 2021 \text { John Deere 324G with } 2021\end{aligned}$ | x | $x$ | $x$ | x | x | x | \$ | 53,828.20 | New DCD Exc Director signed budgets | 18 X |
| K2115128 6. Indian Wells Chp Housing Renovations | x | $x$ | $x$ | X | x | X | \$ | 1,760,468.00 | New DCO Exc Director signed budgets | $19 x$ |
| K2115125 7. Dilkon Chp Home Rehabilitation Project | X | x | x | X | x | X | \$ | $1,760,467.00$ | New DCD Exc Director signed budgets | 20. x |
| $K 215130$ <br> White Cone Chp House Repair \& Improvement <br> leesto Chp ADA Bathroom Additions for $10-$ | x | x | x | X | TH | x | \$ | 1,759,468.00 | AMissine anoendivis <br> New DCD Exc. Dir. Signed budgets. |  |
| K215131 9. Families | X | X | x | x | X | X | \$ | 73,291.00 | New DCD Exc Director signed budgets | 21. X |

#  <br> Initial Eligibility <br> Determination 

Navajo Nation Department of Justice Office of the attorney General

# DEPARTMENT OF JUSTICE INITIAL ELIGIBILITY DETERMINATION FOR NAVAJO NATION FISCAL RECOVERY FUNDS 

RFS/HK Review \#: HK0247

Date \& Time Received: $\quad 12 / 2 / 2022$
Date \& Time of Response: $\quad 12 / 09 / 2022 \quad 5: 00$ PM

Entity Requesting VRF: Teesto Chapter

Title of Project: 2021 John Deere 324G with 2021 JRB 48FORKS

Administrative Oversight: Chapter President, Elmer Clark

Amount of Funding Requested: $\$ 53,828.20$

## Eligibility Determination:

Q IRF eligible
$\square$ FRF ineligibleAdditional information requested

## FRF Eligibility Category:

(1) Public Health and Economic Impact© (3) Government Services/Lost Revenue(2) Premium Pay(4) Water. Sewer, Broadband Infrastructure
U.S. Department of Treasury Reporting Expenditure Category: 6.1 Provision of Government Services

Returned for the following reasons (Ineligibility Reasons / Paragraphs 5. E. (1) - (L0) of ERF Procedures):

D Missing FramSupporting docomentation missingPruject will nol be completed by 12/31/2026Ineligible purposeSubmitter lated to timely submit CARES reports
Additional information subnitted is insuffeien to make a proper detemination
$\square$ Expendiure Pan incomplet
$\square$ Finds will not he obligated by 12/31/2024
$\square$ lneorred SignatoryInconsistent with applicable NN or Dederal havs
()her Comments:

Name of DOI Revjever: Mactrthur Stant

Signature of DOA Reviewer:


Diselamers: This Intial Eligibility Detemination is based on the documents provided which we have assumed are truc. correct, and complete. Should the Profect or Progrom change in any material way atter this intial determination. the requestor must seok die afvice of NNDOA, This inima determintion is limited to revien of the Profeef or Program as it wetates to whether the Profect or Progran is a hegaly alowabe ase -3 does not serve an an opinion as to whether or not the Project or Program should be funded. nor does it serve as on opinion is to whether or not the amont requested is reasomable or accurate.

Appendix A

## Per

BFS-31-21

THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM \& EXPENDITURE PLAN FOR GOVERNANCE-CERTIFIED CHAPTERS
Part 1. Identification of parties.

| Govemance-Cerified Chapiet TEESTO CHAPTER requesting $F R F:$ $\qquad$ | Dateprepared : 08/19/2022 |
| :---: | :---: |
| Chapters Teesto Chapter |  |
| mailig address: PO Box 7385 websitit anyl: teesto@navajoch |  |
| This Form prepared by Clara Tsosie, Chapter Manager | phone/emal: (928)657-8042 |
|  | c_tsosie@nnchapters.org |

The and ypeos Project 2021 John Deere 324G with 2021 JRB 48FORKS

| Chapter Prestent Elmer Clark | phone \& emait 928-606-4136 \& clark etmer@yahoo.com |
| :---: | :---: |
| Chapier Vce-President Leroy Thomas | phone \& emafi 928-589-7154 |
| Chapter Secrelary: Sophia Francis |  |
| Chapler Treasurer Sophia Francis | phone \& emait ${ }^{\text {923.313.0523 \& spphaiarancis@nauajochaplers.org }}$ |
| ChaplerManagerorcsc: Clara Tsosie | phone \&ernait 928 -657-8045 \& citsosie@nnchapters.org |
| DCDIChapter ASO: Toni Mina, ASO | phone \& email 9 928-654-3934 \& tmina@nndcd.org |

List types of Subcontraciors of Subrecipients that will be pait yhih FRF (iiknown): Purchase a 2021 John Deere 324G with Attachment - New 2021 JRB 48FORKS
Attoun of FRF requesled: $\$ 53,828.20$. FRF funding period: $10 / 01 / 2022-09 / 30 / 2024$


## Part 2. Expenditure Plan details.

(a) Describe the Progran(s) androf Projec((s) to be funded, including how the funds will be used, lor whal pupposes, lhe location(s) to be seved, and what COVID rataled needs will be addressed:
Purchase 2021 John Deere 324 G with 2021 JRB 48FORKS. Purchase the equipment to be utilized for bulk unloading and loading for community needs such as food. PPE's and all necessary Hems for a recovery plan.
(c) A prospective thefine showing the estimaled date of completion of the Project andor each phase of the Project. Disciose any challenges that may prevent you fom incuring cosis for all funding by December 31,2024 andor fully expending furds and compteting the Programi(s) or Project(s) by December 31. 2026 :

## APPENDIXA

The purchase will be make through RDO Equipment Company with Alex Santiago. Purchase will be made about December 31. 2024.
(0) Idently who will be fesponsible for implamenting the Programor Projec:

Clara Tsosie, Chapfer Manager
document attached
(e) Explain who will be responsibse for operations and maintenance costs for the Project once completed, and how such cosis will ba funded prospectively:
Teesto Chapter will be responsible for operation \& maintenance costs. The funds that will be the Chapter annual budget.
(1) Stare which of ihe 66 Fiscal Recovery Fund expenditure categories in the athacher U.S. Deparment of the Treasuy Appendix 1 Iisling the proposed Program or Poject falls under, and oxplain the eason weys:
6.10 Teesto Chapter would utilize this equlpment to distribute food and other bulk orders for this recovery plan.

## Part 3. Additional documents.

Ust here all additional supporbing dociments atiached to Itis FRF Expendiume Plan (or indicate NA):

1. Budget Forms
2. Cost estimate
3. Chapter Resolution
$\square$ Chapter Rescatition atlached

Part 4. Affirmation by Funding Recipient.


- Page 2 of 2.

$$
\begin{aligned}
& \text { Appendix J: } \\
& \text { Project Budget } \\
& \text { Summary } \\
& \text { Per } \\
& \text { CJN-29-22 }
\end{aligned}
$$


$\qquad$
$\qquad$ Compary No: $\qquad$ OMB Analys: $\qquad$

## Signed

 Budget Forms 1, $2 \& 4$ (Other budget forms if needed)THE NAVAJO NATION
Page $\underline{01}$ of $\underline{06}$
FY 2022
PROGRAM BUDGET SUMMARY BUDGET FORM 1




# Chapter Resolutions 

 and OtherSupporting

## Documents

FSHNDEERE

Propaselan
TEESTO CHAPTER OF THE NAV FO BOK 7385 WHABLOWL AZ, 880477186 NAVASO

# Investment Proposal (Quota) 

RDO Equipment Co.
5500 East Penstack Avenue Flagstaf AZ, 96004
Phone: (928) 526-0639-FEx (928) 528-2488

|  | ar23ines |
| :---: | :---: |
| Ficing Varat effili | 81812022 |
| Drat Phintrar | 1684310 |
| Cuatantis Ampratit | 8042005 |
|  | lurz: Wimek |
| Fhatras | (828) 520-0688 |
| Fine | (128) $682-2488$ |
| Emait | ENicateitiontupmonicom |

Egifinimet intimination

| Cxanisy | 8 stap Antinbar Stater flumbers | Hentr (apmox.) |  Athfitionallioms | Cash Prate |
| :---: | :---: | :---: | :---: | :---: |
| 1 | $\begin{aligned} & 760 \\ & 780 \end{aligned}$ | 0 | New 20\%2 SOHN DEESE 3246 | \$88.774.00 |
|  |  |  | Frelght in FACTORY FREvint | 32330.00 |
|  |  |  | Froten Out OESTVEYY | \$835.00 |
|  |  |  | PTBp/Rocontitiening PDI | \$1, 200000 |
|  |  |  | Custhmar Olecrand SOURCEWELI CONTRACT An32119-1DC $32 \%$ | ( 3821.387 .68 ) |
|  |  |  | Posn Sudtast | \$0,6\%4.92 |
| \% | 828997 <br> xب485ter | 0 | Atsechuman - New 2021 ARROW MATERLAL HANDUNG PRODUCTS FORKC48 | \$850,00 |
|  |  |  | Equiprome subturat: | 400,781,92 |

Purchase Oider Totats

| Badanix | \$50,781,32 |
| :---: | :---: |
| AZETATETAYC | \$3,048.89 |
| AZ COASTYTAES | \$0.00) |
| AZCITYTAX | \$0.00 |
| Ealas Tex 7 Totat | \$3,046,89 |
| Eub Them | \$63,62830 |
| Cesish ufith Ordos: | \$0.00 |
| Estance Dixa | \$39,88020 |

## Equpmant Optione

| C) | Geatal Mamber | Yesrf / Manka / Madal | Dessentition |
| :---: | :---: | :---: | :---: |
| 1 | TBD | 2022 JOHN DEERE 3249 | COCOT 3240 SKID STEER |
|  |  |  | 0722 Opan ROPS, Manusi CT, SL, 2spd |
|  |  |  | 1301 Engins - Turbochrerged |
|  |  |  | 8050 Cobd Stert Pextiogo |
|  |  |  | 8080 Enpina At Precteanar |
|  |  |  | 1601 Engish Ojxeratia Menuad and Decals |
|  |  |  | 1741 Loss JDithik |
|  |  |  | $231612 \times 16.5$ NHS, CAMSO SKS |
|  |  |  | 0950 EH (1SO Patam) Joystick Controls |
|  |  |  | 6001 Modranteal Suspanston Seat (Myyi) |
|  |  |  | 400024 rach Seat Eeth |
|  |  |  | 8380 Frotsest with Flpormist |
|  |  |  |  |
| 1 | B897 | 202 ARROHNOTERLAL HRNDLING PRODUCTS FOPASA日 | 1.EKAX4848* FORES TINES |
|  |  |  | Paga 1 of 1 |

# STANDARD IVARRANTY FOR NEW JOHA DEEERE CONBTRUCTBON, UTHITY, CCE AND FORESTRY PRODUCTS - US A Canada 

- Construction, Forastry \& Compact Construcion Equipment (CCE) Products*: 12 months Full Machine Standard Warranty
- Compact Construetion Egulpment Products Delivered and setted on or after 01. June 2018: 24 montirs or 2000 hours (whichever comes first) Ful Machine Standard Warrenty
- CRE Serios Pull-Type Serapars: 8 months Ful Machino Standard Warranty
- DE \& DE Sorias Pull-Type Scrapers: 12 months Full Machine Standard Warranty
- Seraper Tractors: 24 Nonthis or 2000 Hours (whichover occurs first) Full Machine Standaru Wamanty

- Frontier Equipment: 6 months Full Machine Standard Warranty ( 80 days In rental applicationa)

The "Standard Wamanty" le part of the warranty protection package availatle from John Deere Construction \& Forestry Company (John Deere Limited In Canede) ("Sohn Deere") to purchasem of new John Deare producte ("product'):

STANDARD Warranty is John Deore's stendard now product warranty, described in thts document, providad at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contrad made avalibble by John Deern for purchasers who wish to complement thelr Stendard Warranty coverage, Complete Extended Warranty detalls lincluding coverage aptions and fimitations, are set forth in this Application for Extended Warranty, whlch is avallable from authorized John Deere dealars.

STRUCTURAㄴ Warranty apples to cartaln structurial componants listad below and as described in this document.
FACTORY-NMSALLED UNDERCARPUAGE Warranty applies to cartain undercartage components as lested below and es described in this document.

## A. STANDARD WARRANTV - GENERAL PROVISIONS

John Deere will repatr.or reptace, at its option, any parts (axcapt those specffed below) of a new John Deare product that, as datuered to the original retall purchaser(s), are defactive in materiat or workmanship. Performance of this warrenty will be free of charge for parts and laborfabour, excapt as otharwise gtated below. Stendard Warrenty applies only to purchases from John Deare and authortzad John Deers desters and, excapt as otherwise provided in the next senterce and section $L$ befow, is extended only to the original retail purchaser of the product Remaining Standand Werrenty applicable to a ussed Johin Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized Johin Deere daaler before the product's Standard Warrenty explres. Coverage begins on the date of dallvery of the product to the crighal retail purcheser. For purpeses of this warranty, a product that has baen rented, used for damonstration purposes for 950 or mora hours, or oftherwise used prior to the origenal retail purchase has bean "iseaft for the total durnition of such uee. Wamanty stataments required by law coverng engine emissions-related parts end components are found on a separats witten warranty certificate provided to the purchasar at the time of the orfginal retall purchase.
B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new Johin Deere product (except thase noted in Sections D and Ebelow) ars covered during the Standard Wemranty perfod set out abova.
C. EXCLUSIVE REMEDY -

The repair or replacement of covered perts or components that are defactive, as provided in Sectione A, B, D.2 and D. 3 herrin, shall be the purchaser's excluslye remedy for any defect in the product. However, If affier repeated attempts such repalr or replacement falls to correct the perfonmance problem caused by the defect, the purehaser's sole remedy shail be a refund of the amount patd for the product (in exchange for a retum of the product), excluting any transportation charges, theense fees, taxes erid insurance prembums, and less a reasonable allowance for use of the product prier to the refurn. In no event will the deater, John Deere or any company afitileteded with John Deare be thable for any inctdental or consequential damages, Including but not limited ta loss of profita, rental of substtuite equipment or other commerctal loss. Correction of defects in the manner provided above shal consithute fuffillment of ail flabilltes of the Diealer, John Deere, or any company affilated with John Deere to the purchacer or any other
parson, wheithar based upon contrect, tort, strifot liabllity, or otherwise. This limitation does not apply to claime for parsonal infury.

## D. TEARS COVERED SEPARATELY -

1. Standard Warranty does riot apply to batteries, nedios, tires, cameras, or to Cummins, MTU or Detrott Diesel Engines installed In John Deere products, whloh are covered by separate witten warranties.
2. Egcronh-hstalled Undercandano Wantanty covers all non-fubbertzed fectory-installed undercartage wear camponents for 3 years or 4,000 hours from the date of delivery to fie ofiginal rexaik purchaser, whithever ocouts first (untess terminated earlier under Section F; below). For purposes of this warranty, a product that has been sented, ueed for demorstration purposes for 150 or mone hours, or otherwise used pror to its original ratall purctage has been "usen" for the total duration of such uee. In eddition to the toms licted in gecthon behw, Fectory-Installed Undercarriage Wemrinty does not cover, falumes dus to wear, maohine application, maintenanco practices; or Improper machine configuration; removal and installation laborfabourt transportation of hauling costs; unapproved partis; non-wear hems; and rubberized undarcantibge components such as rubber tracks. Wamenty calms will be pro-rated hased upon wear of the falled component and whether beck shoe width is approved by John Deere. Factory-Inatalled Undeancarriage Warrapty does not epply to Scrapar Tractors.
3. Stachurall. Waimanty for now Sohn Deere Produrts (except Compact Excavators \& Loaders, Stid-Steer Loaders, Compast Trace Loaders, Serapar Tractors, Putlitype Scrapors, and Forestry Attachmants, which are not ellgible for StructurALL Warranty) beglis at the date of dollivery to this orginal refall purchaser end enda (unlass termingited earflar under Section F, below) after three (3) years, or 10,000 hours (wflechever occusis first). For purposes of this waranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retall purchase has been "used" for the total duration of such use. StructurALL Warranty applies only to the Yollowing structural componenta flatad below as lnatalled on the product at the time of origlinal manufacture. If a particular component is not listed betow it is not covered by


Arm; Artlculation Joint (incl. phas \& bustinas); Bin Frame; Boom; Carbody; C-Frame ; Cirole Frame; Couplar (John Daere bullt ONLY); Dipperstrck; Draff Frame; Englne Frame; Egulpment Frame; Grapple Arch and Grapple
 pln and bushing joints (standard equipment), roller elamants (roller bearinge) in bucket to brom joints and silding etements (bushing) for boom and linksge Joints (optional equipment); Rollovar Protaction Structure (ROPS); Side Frame; Swing Frame; Treck Freme; Undercartage Frame; X-Frame; Z-bar boader Inkage (including bell crank and bucket diver tink); Sppectelty booms and arms marketed as "heavy duty" by John Deere.

Htems Covered toy Structurall for Cut-in-Length Fonbsify Machtnos: Front frame (walded assambly); Rear frame (welded essembly); Crana king post with basernent Midde joint frame; Cabin swing frama; Main Boom

StructurALL Warranty deas not apply to:

1. Any product used primarily in extrame duty or severe duty applications such es but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), Bett miness, stael mill, land fill and transfer statons, scrap handing, scarfying and other applicallons that are simlarity destructive or dimilerly heavy duly except speclahy booms and arms as stated in Section D. 3 above.
2. C-Frames on itSertes \& J-Series Crawiers equipped with root iakes or used in forestry applications uniess equipped with an "extrems duty" reinforcoment package.
3. Cut-to-Length Forbstry Hearts and Slash Bundler Units.
4. Crawlers equipped with optional side boons.
5. Cul-to-Lengiti Foresty, Excavator, and Log Loader swing bearngs.
6. Notor Graders equipped with front- or rear-mounted snow wings.

## E MEARE MOT COVERED .

John Deere is NOT responsible for the following:

1. Freight
2. Adjustinants to compensate for war, for pariodic mieintenanca or adjustenents that rasult from normal wear and tear.
3. Damage caused by unapproved adjustments (etectrondc or mechanlcal) to mactilne or machtre components outstde of pubilshsd apecifications including but not Imited to engine, mydraulfe components and rallef valves.
4. Program updetes, callorations, and pressure adjubtrientis.
5. Diegnostic Time
6. Addlitonal Labor/Labour TIme - Above SPGRabor/Labour Rate
7. Additional Cleaning - Above SPG/Labothobour Rate
B. Rental Fees
8. Deprectation of damage cauged by normal wear or appllcation, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, colision or other acoddents.
9. Premiums chargsed for Overtime Laborthabour
10. Transportation to and from the dealership.

11. Non-john Deere compenents of modifications, Rotobec grapples, and attachments installed aftermatket.
12. Stop supplies and maintenance items such as, but not innted to; filters, fuols, of, hydraulte fluid, lubticants, coolants, condiloners, Ehop towels, cheaners and degrazsers. Noto: Reimbursentent for ceflils of olis/coolants lost due to a warrantable fallure is covered when a system fallure ocours butside the boundaries of a nomal oll change (within $25 \%$ of epecffied change triterval as prowided in the Operator's Marual).
13. Tomi, cut, or worn hioses.
14. Wear thems, such as, but not linited to: body liner, betts, blades, bulbs, lubricatad joints (including pins and bustings), dry brakes, breke linings, dry clutch linings, saw blades, chains, skldder grapple shocks, cotor marking nozzies, and articulation bumpers.
15. Hems such as cuting-edge patis, defimbing knives, buctret teeth and rubber back are not wastramed for depreciation or damage caused by normal wear, tack of proper maintianance, misuse, tallure to follow oparating instructions, the elements or acctuent.
16. Any defigit in a non-covered componant, or damage fo or fallure of a covered component caused by a defect in a non-covared component.
17. Secondary damage which ocours from continued operation of a product after recogntion of the oscurrence of a fallure.
18. Parts supplied or madifications done by thitd party supplears.
19. Topping off fludds when flutd levels fall in the range batween low and full
20. Partshits not ordered on mactine and installed aftemsherki. These parte will be covered by any applicable paris warranty.
21. Atbecimentes installed affermarket - i.e. Whech not instelled at fectory.
22. Cistom opitions installed outside the factory - i.e. G.R. Manufachuring option packages.
23. Used Products (except as otherwise provided in section L betow).

## F. TERAFINATION OF WARRANTV:

Join Deare is relleved of its obilgations under Standard Warranty, StucturAll Warranty, Factory-Instalied Undercartiege Wamranty andlor Extanded Warranty if:

1. Service (other than nemmal mindsnance and replacement of service ltems) is peiformed by someone other than an authorized Johin Deare dealer; or
2. The product to modifted or altered in ways not approved by John Deere; or
3. Any unapproved or tmpropesty slzed attechment is instatied on the product. Approwas and attechment size shall be at John Deero's sole discretion. (Consult daeler prior to installing attachimants of product medification).
4. The product is moved outside. Tha US and/or Canada.
G. PARTS REPLACED URDER WARRANTY -

Onty new or remanufectured parts or componients fumibhed or approvad by John Deers, will be used if Johin Deare elects to repair the product if any such part or component is defective iti matertal or workmanshlp when installed in the product, John Deere will repatr or replace, as it elects, such defective part or comporent, provided the defect is

reported to an authorized John Deera deafer within 90 days of installation or before expiration of the applicable Standand Wanrany, Factory-installed Undercantage Wemanty and/or StucturAld Wemanty whthever is later.
H. TELEAATICS

NOTICE: Produts may bo oquipped with tolomatics harchware and sofivam (Tolematics") that transmit data fo sohn Deere Dealer. Purcheser may deactivato Telematics at wuw Idink.con.

Notwithstanding Purcheser's right, tifie or Interest in the Products, Purcheser agrees that John Deere and Deater (thelr affilates, stceessors and assigne), whout further notice to Purchasier have the right to:
4. Acesss, use, collect and disclose ary data generated by, collected by, or stored in, Products or any hardwareor

2. Access Aachine Data directly through data reporting devices integrated within, or attached to, Products, inciuding Talamstios (Deta Rapporting Syskems"); and
3. Update the Data Reporting Systems suftware from time to time. Machine Data will only be used In accondance with John Deerg's Machine Data Pollicy, Jocated at wow, JohnDeare com/MachineDatePollcy,

1. OBTANNING WARRASTY BERVICE .

To obtain wartanty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making atch a reguest, the purchaser mest present evidence of the product's dethery data, make the pheduct avallable at the dealer's place of business, and inform the dealer in what way the purchaser balleves the product to ba defective. Stendand Warmaty, Factory-Installed Undercarnage Warranty andior StructurALL Warranty repairs mey be made in the fibld if tise purchaser and arviong dealer so desire. However, John Deare will not be responsibie for any charges (euch as dealar travel time, mileage or extra taborfabour) that would not heve been incured had the produci been repatred at the dealer's placa of business.
J. NO IBPLIED WARFARTY; CONDTIONS OR OTHER REPRESENTATION -

Where parnitied by law, nelther John Deepe nor any company efficisted with it makes any warrenties, representations,

 OR FITNESS IS MADE.
K. NO DEABER WARRAMTY -

The selling dealer makes no warranty of tis own on any ftem covered by thls warranty, and makes no warranty on other Itensi unless the dealer delluers to the purcheser a separate witton werranty certificate apecifcaily warranting tha them. The dealer has no authorthy to make any ropresentation or promise on behatif of John Deare, or to modify the ferms orllmitations of thls warnanty In any way.
L. UEED JOHN DHERE PRODUCTS OAXY.

John Daere will transfar remaining Standard Wamanty, Factory-fnatallad Undercaniage Wartanky andor StructurAlL Warranty to the purchaser of a used John Deere constofcion andior forestry product that has been used for less than the full warranty period provided at the product's original ratall purchese. Thts transfor is not effective until change of ownersilp is reglstered by a John Deare dealor. ALL THE TEAMS, INLCUDING LIAITATIORS AND EXCLUBIOMS,
 ANDIORSTRUCTURALL WARRANTY ORENAILY PRONDED FOR THE PRODUCT REAAIN 日M EFFECT AND APPLICABLE


