

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 16, 2009

NOTICE
 OF
 CONTRACT NO. 071B9200177
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Hustler Turf Equipment P.O. Box 7000 Hesston, KS 67062	TELEPHONE Brian Carr (620) 327-1244
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 Irene Pena
Contract Compliance Inspector: Irene Pena Turf Equipment – MiDeal ONLY	
CONTRACT PERIOD: From: April 1, 2009 To: March 30, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT ONLY.

Estimated Contract Value: \$1,000,000.00

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All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE CONTRACTOR:</p> <p style="text-align: center;">Hustler Turf Equipment _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature Seleana Samuel, Buyer Manager _____ Name/Title Commodities Division, Purchasing Operations _____ Division</p> <p style="text-align: center;">_____ Date</p>
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**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

Turf Equipment

THIS IS A MIDEAL ONLY CONTRACT



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This Contract is to provide mowing equipment for commercial and residential use for MIDEAL members.

1.012 Background

The State of Michigan wishes to establish a contract for mowing equipment for various MIDEAL members across the State of Michigan.

1.020 Scope of Work and Deliverables

1.021 In Scope

Contractor must be able to deliver mowing equipment when order is placed.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in paragraph 1.021 above.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The Contractor must have the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractors shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The contractor shall verify orders that have quantities that appear to be abnormal or excessive.

It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor has experienced sales representatives make timely personal visits to State accounts. The Contractor’s customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of a purchase order, unless otherwise defined within the Contract, orders will be issued by the various MIDEAL entities across the State of Michigan.

All purchase order are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered “issued” when the entity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.



1.040 Project Plan

1.041 Project Plan Management-Reserved

1.042 Reports

The Contractor awarded this MiDEAL contract must submit reports of purchasing activities to Purchasing Operations, DMB on a quarterly basis. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, and the total value of purchases for each agency, and a grand total of all purchases.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

Contractor must be able to deliver mowing equipment, per specifications listed below.

1.052 Final Acceptance-Reserved

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Attachment A.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals one (1) percent of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

Contractor must forward the check to the following address:

*Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909*



Please make check payable to: State of Michigan

1.062 Price Term

(X) Fixed with prospective re-determination at an agreed upon time

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback-Reserved

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in this contract and/or on Attachment A.

1.0702 Alternate Bid - Reserved

1.0703 Research and Development-Reserved

1.0704 Quality Assurance Program- Reserved

1.0705 Warranty for Products or Services-Reserved



1.0706 Training- Reserved

1.0707 Special Programs-Reserved

1.0708 Security

This Contract may require frequent deliveries to secure facilities. The Contractor shall make sure they have all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to secure facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, bidders shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to secure facilities. Upon request by the facility, the Contractor shall provide the results of all security background checks.

The Contractor and its subcontractors shall comply with the security access requirements of individual secure facilities; see section 2.051, Background Checks and Security.

Delivery Capabilities

1.0709 Time Frames

It is requested that all orders be routinely delivered within 30 business days after receipt of order.

1.0710 Minimum Order- Reserved

1.0711 Packaging - Reserved

1.0712 Palletizing-Reserved

1.0713 Delivery Term

Prices shall be quoted "F.O.B. Delivered".

1.0714 Contract Performance - Reserved

1.0715 Place of Performance - Reserved

1.0716 Environmental Requirements - Reserved

1.0717 Subcontractors - Reserved

1.0718 Reports and Meetings-Reserved

1.0719 Samples/Models- Reserved

1.080 Additional Requirements

1.081 Additional Terms and Conditions specific to this RFP-Reserved



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of one (1) year beginning April 1, 2009 through March 31, 2010. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract’s stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

In the case that the State utilizes this contract for procurement, the State issues a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.



(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations and MiDEAL (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Irene Pena, CPPB
 Purchasing Operations
 Department of Management and Budget
 Mason Bldg, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
 Penail@michigan.gov
 (517) 241-1647



2.022 Contract Compliance Inspector (CCI)

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with MiDEAL, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Irene Pena, CPPB
 Purchasing Operations
 530 W. Allegan St.
 Lansing, MI 48933
 Penail@michigan.gov
 (517)-241-1647
 (517)-335-0046

2.023 Project Manager-Reserved

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a “Contract Change Notice”).
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business



Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
 State of Michigan
 Purchasing Operations
 Attention: Irene Pena
 PO Box 30026
 530 West Allegan
 Lansing, Michigan 48909

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor’s behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State’s likelihood of receiving performance on the Contract or the State’s ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.



2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor’s website, even if the Contractor’s documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the “FOIA”).

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.



2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor’s charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State’s accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor’s invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State’s standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.



2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party’s continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor’s acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel-Reserved

2.063 Re-assignment of Personnel at the State’s Request-Reserved



2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor’s offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State’s Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State’s agents and other contractors reasonable access to Contractor’s Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor’s time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor’s performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State’s request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the



Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State’s written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor’s personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the “State Facilities”). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor’s use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements-Reserved

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit



disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State



must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (c) It is qualified and registered to transact business in all locations where required.
- (d) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any



manner or degree with Contractor’s performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

- (e) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (f) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (g) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (h) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (i) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (j) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (k) If any of the certifications, representations, or disclosures made in the Contractor’s original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.



2.124 Warranty of Title-Reserved

2.125 Equipment Warranty-Reserved

2.126 Equipment to be New-Reserved

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor’s performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor’s policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.



The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor’s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers’ compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.



7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor’s insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer’s attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State’s written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.



2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortuous acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor’s breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker’s disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State’s or Contractor’s opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor’s sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State’s satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor’s charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys’ fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.



2.145 Continuation of Indemnification Obligations

The Contractor’s duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a “Notice of Election”). After notifying Contractor of a claim and before the State receiving Contractor’s Notice of Election, the State is entitled to defend against the claim, at the Contractor’s expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor’s financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State’s receipt of Contractor’s information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor’s financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer’s attorney represents the State under this Section, the insurer’s attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.



2.152 Termination for Cause

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect.



The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor’s possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State’s property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.



2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor’s subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor’s subcontractors or vendors. Contractor will notify all of Contractor’s subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor’s possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any



software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor’s costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not being liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.



2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor’s performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor’s Contract Administrator or the Contract Administrator’s designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor’s performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor’s best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other’s position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State’s final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party’s right to terminate the Contract as provided in **Section 2.150**, as the case may be.



2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims



for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor’s publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

- (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
- (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purch-Ops.
- (2) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to company affiliations occur.



2.232 Call Center Disclosure-Reserved

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State’s failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)-Reserved

2.243 Liquidated Damages-Reserved

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers’ failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as



the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends. If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor’s performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State’s option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor’s default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables-Reserved

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered “F.O.B. Destination, within Government Premises.” The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper’s delivery document(s) and appropriate procedures to record the damage.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables-Reserved

2.253 Testing-Reserved

2.254 Approval of Deliverables, In General - Reserved

2.255 Process for Approval of Written Deliverables-Reserved



2.256 Process for Approval of Service- Reserved

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State’s election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor’s correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, “Final Acceptance” of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State-Reserved

2.262 Vesting of Rights-Reserved

2.263 Rights in Data-Reserved

2.264 Ownership of Materials-Reserved

2.270 State Standards

2.271 Existing Technology Standards- Reserved

2.272 Acceptable Use Policy-Reserved

2.273 Systems Changes - Reserved

2.280 Extended Purchasing

2.281 MiDEAL

.Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.



In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT THIS CONTRACT WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

2.282 State Employee Purchases-Reserved

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.



(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



Michigan State Contract

2009

Contract No. 071B9200177

Hustler Turf Equipment

Supply Schedule

Catalog and Price List



HUSTLER®

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HUSTLER®

Michigan State Contract

Price List and Catalog
Lawn and Garden Equipment

Contract ID Number: 071B9200177 Contract Period: April 1, 2009 through March 30, 2010

Contractor:

Hustler Turf Equipment
200 South Ridge Road
P. O. Box 7000
Hesston, KS 67062-2097

Fax: 1-620-327-3123

For additional information:
www.hustlerturf.com

Phone: Contact: John Austin 620-327-1220
jaustin@hustlerturf.com or
Max Unruh 620-327-1244
munruh@hustlerturf.com

Business Size: Small
Production Point: Hesston, KS

Information for Ordering Agencies

- **Prices Shown Are Net:**
(Discount Deducted)

- **Delivery Time:**
30-Day A.R.O.

- **F.O.B. Point:**
Destination within the state of Michigan

- **Ordering Address:**
A. Whole goods only:
Hustler Turf Equipment
P.O. Box 7000
Hesston, KS 67062-2097

B. Service Parts only:
Participating Michigan Dealers

- **Payment Address:**
Hustler Turf Equipment
P.O. Box 641989
Cincinnati, OH 45264

- **Service and Distribution Points:**
Participating Michigan Dealers
www.hustlerturf.com

- **Participating Dealers:**
See Hustler Dealers, www.hustlerturf.com
or call John Austin, 620-327-1220

- **Ordering:**
Purchase orders must be made out to:

**Michigan State Contract
Excel Industries, Inc.
P.O. Box 7000**

**Hesston, KS 67062-2097
Attn: John Austin**

**Phone: 620-327-1220 FAX: 620-327-3123
jaustin@hustlerturf.com**

- **Important Notes Concerning Taxes:**
Most invoices are subject to Sales and/or User Taxes depending on the regulations of the various governmental bodies of the delivering dealer. The delivering dealer will invoice the appropriate taxes directly to the Michigan State Contract at the time of delivery.

All purchase orders are subject to acceptance by Hustler Turf Equipment in Hesston, Kansas.

Price List

Special Item No.	Description	Part No.	Shpng. Wt.	Contract Price
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M-1

341-100	Hustler M-1, 21" Trim Mower / 5.5HP, Honda	929208	134	1,234.05
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TrimStar™ Hydro WalkBehind

341-100	Hydro, 15HP, Kawasaki/36"	927400	620	4,016.22
341-100	Hydro, 17HP, Kawasaki/48"	927426	700	4,414.02

Accessories (Optional):

057-200	Kit 48" TrimStar Hydro Mulch (includes blades)	105395	15	92.82
057-200	Kit 36" TrimStar Hydro Mulch (includes blades)	344374	19	143.52
057-200	Kit 36" TrimStar Hydro Front Weight	105387	33	120.90
057-200	Roll-On™ Striping Sulky	102125	80	330.72
057-200	Kit, Deck-Mounted Catcher (fits all TrimStar GD & Hydro)	102673	60	314.34

FasTrak™

341-100	FasTrak, 19HP Kawasaki / 48", std seat	928275	775	4,757.22
341-100	FasTrak, 21HP Kawasaki / 54", std seat	928291	810	4,991.22
341-100	FasTrak, 19HP Kohler / 48", std seat	928267	780	4,468.62
341-100	FasTrak, 18HP Honda / 48", std seat	928520	795	4,874.22
341-100	FasTrak, 20HP Honda / 54", std seat	928502	820	5,131.62

Accessories (Optional):

057-200	Kit BAC-VAC FasTrak 2-Bag Requires Adapter Kit FasTrak SD/36/42/48/54/60	928408	71	1,052.22
057-200	Kit, 2-Bag Catcher Adapter, 48	108630	27	326.82
057-200	Kit, 2-Bag Catcher Adapter, 54	108631	27	326.82
057-200	Kit, 48" Mulch, FasTrak/FasTrak SD	108223	15	106.86
057-200	Kit, 54" Mulch, FasTrak/FasTrak SD	108197	17	106.86
057-200	Kit, (2 forks), FT Flex Forks, FasTrak	799288	20	165.36
057-200	Kit, Steering Extension, FasTrak	333724	3	39.78
057-200	Kit, 36" / 42" Mulch, Mini FasTrak, w/o blades	338442	15	56.94
057-200	Kit, Hour Meter, FasTrak	367656	2	32.76

FasTrak™ Super Duty

341-100	FasTrak Super Duty, 17HP Kawasaki KAI / 36", std seat	928192	650	4,632.42
341-100	FasTrak Super Duty, 19HP Kawasaki KAI / 42", std seat	928200	675	4,882.02
341-100	FasTrak Super Duty, 23HP Kawasaki / 48", std seat	928374	835	5,537.22
341-100	FasTrak Super Duty, 25HP Kawasaki / 54", std seat	928382	860	5,779.02
341-100	FasTrak Super Duty, 25HP Kawasaki / 60", std seat	928481	870	5,958.42

Accessories (Optional):

057-200	Kit BAC-VAC FasTrak 2-Bag Requires Adapter Kit FasTrak SD/36/42/48/54/60	928408	71	1,052.22
057-200	Kit, 2-Bag Catcher Adapter, FasTrak SD 36/42	108629	55	506.22
057-200	Kit, 2-Bag Catcher Adapter, 48	108630	27	326.82
057-200	Kit, 2-Bag Catcher Adapter, 54	108631	27	326.82
057-200	Kit, 2-Bag Catcher Adapter, FasTrak SD 60	110159	55	326.82
057-200	Kit, 36"/42" Mulch, MiniFasTrak, w/o blades	107654	15	74.10
057-200	Kit, 48" Mulch, FasTrak/FasTrak SD	108223	15	106.86
057-200	Kit, 54" Mulch, FasTrak/FasTrak SD	108197	17	106.86
057-200	Kit, 60" Mulch, FasTrak/FasTrak SD	109544	20	115.44
057-200	ROPS, includes seat belt, FasTrak Super Duty	601439	100	264.42
057-200	Kit, Hitch, FasTrak SD	107696	2	32.76
057-200	Kit, (2 forks), FasTrak Super Duty	600213	20	165.36
057-200	Kit, Steering Extension, FasTrak	333724	3	39.78

Hustler Z™ and Super Z™

All units feature heavy-duty air cleaner as standard equipment

341-100	Hustler Z, 24HP Honda / 60" XR-7, std seat	927756	1,212	8,275.02
341-100	Hustler Z, 23HP Kawasaki / 54" XR-7, std seat	927723	1,180	7,986.42
341-100	Hustler Z, 25HP Kawasaki / 60" XR-7, std seat	927772	1,212	8,087.82
341-100	Hustler Z, 26HP Kawasaki LC / 60" XR-7, std seat	928853	1,480	8,602.62
341-100	Hustler Z, 29HP Kawasaki LC / 60" XR-7, std seat	928861	1,435	8,423.22
341-100	Hustler Z, 27HP Kohler / 60" XR-7, std seat	927806	1,212	8,345.22
341-100	Super Z, 24HP Honda / 60" XR-7, susp seat	927848	1,212	8,930.22
341-100	Super Z, 24HP Honda / 66" XR-7, susp seat	927855	1,254	9,062.82

Special Item No.	Description	Part No.	Shpng. Wt.	Contract Price
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341-100	Super Z, 25HP Kawasaki / 54" XR-7, susp seat	927871	1,190	8,930.22
341-100	Super Z, 25HP Kawasaki / 60" XR-7, susp seat	927889	1,212	9,008.22

341-100	Super Z, 26HP Kawasaki LC / 60" XR-7, susp seat	927921	1,262	9,679.02
341-100	Super Z, 26HP Kawasaki LC / 66" XR-7, susp seat	927939	1,304	9,803.82
341-100	Super Z, 26HP Kawasaki LC / 72" XR-7, susp seat	927947	1,345	9,967.62

341-100	Super Z, 31HP Kawasaki / 54" XR-7, susp seat	928879	1,505	9,179.82
341-100	Super Z, 31HP Kawasaki / 60" XR-7, susp seat	928887	1,540	9,257.82
341-100	Super Z, 31HP Kawasaki / 60" XR-7, susp seat	928887HT	1,540	9,351.42
341-100	Super Z, 31HP Kawasaki / 66" XR-7, susp seat	928895	1,580	9,390.42
341-100	Super Z, 31HP Kawasaki / 72" XR-7, susp seat	928911	1,720	9,562.02

341-100	Super Z, 27HP Kohler / 54" XR-7, susp seat	927970	1,190	9,016.02
341-100	Super Z, 27HP Kohler / 60" XR-7, susp seat	927988	1,212	9,101.82
341-100	Super Z, 28HP Kohler EFI / 60" XR-7, susp seat	928010	1,212	10,006.62
341-100	Super Z, 28HP Kohler EFI / 66" XR-7, susp seat	928028	1,254	10,139.22
341-100	Super Z, 28HP Kohler EFI / 72" XR-7, susp seat	928036	1,295	10,295.22

341-100	Super Z, 30HP Kohler / 60" XR-7, susp seat	928044	1,212	9,226.62
341-100	Super Z, 30HP Kohler / 60" XR-7, susp seat	928044HT	1,495	9,312.42
341-100	Super Z, 30HP Kohler / 66" XR-7, susp seat	928051	1,254	9,351.42
341-100	Super Z, 30HP Kohler / 72" XR-7, susp seat	928069	1,295	9,515.22

Other Accessories (Optional):

057-200	BAC-VAC Assembly, (all XR-7 Decks require adapter kit) Includes hopper and blower	928218	630	2,339.22
057-200	Kit, BAC-VAC 54" XR-7 Deck Adapter	107110	16	131.82
057-200	Kit, BAC-VAC 60" XR-7 Deck Adapter	107128	16	131.82
057-200	Kit, BAC-VAC 66" XR-7 Deck Adapter	107136	16	131.82
057-200	Kit, BAC-VAC 72" XR-7 Deck Adapter	107144	16	190.32
057-200	Kit, Flex Seat, Hustler Z / Super Z Must have Kit, Heavy Duty Seat latch	108243	25	248.82
057-200	Kit, Containment 54" XR-7	109587	5	58.50
057-200	Kit, Containment 60" XR-7	108559	10	62.40
057-200	Kit, Containment 66" XR-7	108560	11	66.30
057-200	Kit, Containment 72" XR-7	108561	12	70.20
057-200	Kit, Light, Hustler Z / Super Z	108562	14	74.10
057-200	Kit, Light, Hustler Z / Super Z	109081	6	141.18
057-200	Kit, Hydraulic Deck Lift	102186	15	413.40
057-200	Kit, (2 forks), Flex Forks, Hustler Z / Super Z	799270	40	165.36
057-200	Kit, Mulch 54" XR-7 Hustler Z / Super Z	108563	24	165.36
057-200	Kit, Mulch 60", 66", 72" XR-7 Hustler Z / Super Z	108565	27	165.36
057-200	Kit, Stripe Roller 54" / 60" XR-7	107359	26	228.54
057-200	Kit, Stripe Roller 66" / 72" XR-7	106880	32	253.50
057-200	Kit, Suspension for Standard Seat (does not fit Mini Z 36 / 42)	600197	20	181.74
057-200	Kit, Hitch Mini Z / Super Mini Z / Super Z	357897	12	38.22
057-200	Kit, Steering Extension Hustler Z / Super Z	353961	2	24.18

Hustler Z™ Diesel

341-100	Hustler Z Diesel, 25HP Shibaaura / 54" XR-7, susp seat	928606	1,605	12,557.22
341-100	Hustler Z Diesel, 25HP Shibaaura / 54" RD Deck, susp seat	928648	1,610	12,791.22
341-100	Hustler Z Diesel, 25HP Shibaaura / 60" XR-7, susp seat	928614	1,640	12,658.62
341-100	Hustler Z Diesel, 25HP Shibaaura / 60" RD Deck, susp seat	928655	1,680	12,892.62
341-100	Hustler Z Diesel, 25HP Shibaaura / 66" XR-7, susp seat	928622	1,680	12,775.62
341-100	Hustler Z Diesel, 25HP Shibaaura / 72" XR-7, susp seat	928630	1,820	12,916.02
341-100	Hustler Z Diesel, 25HP Shibaaura / 72" RD Deck, susp seat	928663	2010	13,618.02

Other Accessories (Optional):

057-200	Kit, (2 forks), Flex Forks, Hustler Z / Super Z	799270	40	165.36
057-200	Catcher, 3-Bag (requires adapter kit)	928945	185	2,261.22
057-200	BAC-VAC Kit, 54" XR-7 Deck Adapter	107110	16	131.82
057-200	BAC-VAC Kit, 60" XR-7 Deck Adapter	107128	16	131.82
057-200	BAC-VAC Kit, 66" XR-7 Deck Adapter	107136	16	131.82
057-200	BAC-VAC Kit, 72" XR-7 Deck Adapter	107144	18	190.32
057-200	Kit, Beacon	110467	8	217.62
057-200	Kit, Flasher	110469	9	202.02
057-200	Kit, Hitch	109920	8	40.56
057-200	Kit, Light	104646	9	116.22

Price List

Special Item No.	Description	Part No.	Shpng. Wt.	Contract Price
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ATZ

341-100	ATZ, 31HP Kawasaki /60" XR-7, Electronic Ctrl Tilt seat	928143	2235	11,114.22
341-100	ATZ, 31HP Kawasaki /60" RD, Electronic Ctrl Tilt seat	928168	2275	11,270.22
341-100	ATZ, 31HP Kawasaki /72" XR-7, Electronic Ctrl Tilt seat	928150	2415	11,270.22

Hustler Z / Super Z™ Rear Discharge

341-100	Hustler Z, 23HP Kawasaki / 54" Rear Discharge std seat	928432	1440	7,947.42
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341-100	Super Z, 25HP Kawasaki / 60" Rear Discharge, susp seat	927673	1,230	9,312.42
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341-100	Super Z, 27HP Kohler / 60" Rear Discharge, susp seat	927467	1,240	9,390.42
341-100	Super Z, 27HP Kohler / 72" Rear Discharge, susp seat	927624	1,270	9,640.02

341-100	Super Z, 31HP Kawasaki / 60" Rear Discharge, susp seat	928929	1,505	9,562.02
341-100	Super Z, 31HP Kawasaki / 72" Rear Discharge, susp seat	928937	1,695	9,796.02

3500 / 3700 Front Mount

341-100	3500, 30HP Shibaura Diesel, AWD	928705	1,600	15,171.00
341-100	3700, 35HP Shibaura Diesel, AWD	928713	1,600	16,302.00

Decks (Required):

057-200	Deck 60 Side Discharge, 3500 / 3700 only	928721	575	2,964.00
057-200	Deck 72 Side Discharge, 3500 / 3700 only	928739	625	3,198.00

4000 Series

341-100	4600, 38HP Kubota Diesel w/o Battery	925008	1,688	18,953.22
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Wheels and Tires (Set) (Required):

057-200	Kit 23 x 10.50 6P FM Turf	499848K	62	488.28
057-200	Kit 23 x 10.50 6P FM Bar	307538K	80	529.62
057-200	Kit 26 x 12.00 6P FM Turf	337634K	95	521.04

Seats (Required):

057-200	Kit Standard Seat	306860K	36	289.38
057-200	Kit Standard Suspension Seat	311217K	66	545.22
057-200	Kit Heavy-Duty Seat	306878K	40	405.60
057-200	Kit Heavy-Duty Suspension Seat	306894K	70	677.82

Decks (Required):

057-200	Deck 72 Quadcyler (includes HD Gauge Wheel Kit)	925107	776	3,602.82
057-200	Deck 72 Heavy Duty Dual Trim	924563	764	4,141.02

Rear Weights (Required for Most Decks):

057-200	Rear Weight - 50 lbs. (required for most decks)	392969	50	99.06
057-200	Kit Weight Mount	393082	10	66.30
	925107 72" Decks (2 required)			
	924563 72" HDDT Deck (3 required)			

Hood Kits (Required):

057-200	Kit Air Scoop (cannot use with Hi-Lift BAC-VAC)	466615	156	562.38
057-200	Kit Hood	318915K	45	381.42

Other Deck Accessories

(Optional):

057-200	Kit, 72" Quadcyler Deck Air Flow	470344	16	186.42
057-200	Kit 72" Quadcyler Deck Flotation	469189	55	380.64
057-200	Kit Heavy-Duty Dual-Trim Baffle Insert	471656	130	438.36

Other Tractor Accessories (Optional):

057-200	Battery (dealer installed option)	740704	36	99.06
057-200	Kit, Wheel Weight	338186K	110	326.82
057-200	Kit, Big Tee Handle	302836	3	58.50
057-200	ROPS 4000 (4 Post, Seat Belt (476713) required)	924753	200	1,114.62
057-200	Cab Panels for ROPS (924753), includes Switch Panel Kit (398685)	923771	424	2,068.56
057-200	Kit, Seat Belt (for Standard or HD Seats)	476713	4	82.68
	Required on all tractors with ROPS, do not use without ROPS.			
057-200	Kit, 4000 ROPS and Cab Light	398578	5	148.98
	When mounting on ROPS, order Switch Panel Kit (398685)			
057-200	Kit, 4000 ROPS and Cab Flasher	398628	2	99.06
	When mounting on ROPS, order Switch Panel Kit (398685)			
057-200	Kit, 4000 ROPS and Cab Switch Panel	398685	3	82.68

Special Item No.	Description	Part No.	Shpng. Wt.	Contract Price
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Required when mounting Light Kit or Flasher Kit on ROPS (923383)

057-200	Kit, 4000 ROPS Cab Heater	397422	19	504.66
057-200	Kit, 4000 ROPS and Cab Beacon	075192	4	256.62

Collection System and Attachments (Optional):

057-200	Hi-Lift BAC-VAC (fits QC Decks only)	924688	620	2,980.38
	Use with Seat Kit 306860K or 311217K only			
	Requires Air Flow Kit and one of the following Deck Adapters:			
057-200	Kit 72" Adapter (QC only)	468686	36	338.52

Snow Removal Attachments and Accessories (Optional):

057-200	Dozer Blade 60 (requires 313486)	925271	242	826.80
057-200	Kit, Dozer Blade Mount	313486	22	264.42
057-200	Kit, Hydraulic Angling (for 60 and 72 Dozer Blades)	262063	14	463.32
057-200	Snow Thrower 4000	920504	742	3,976.44
	Requires Flange Kit (303008K or 303016K)			
057-200	Kit, 54 Snow Thrower Flange	303008K	42	190.32
057-200	Kit, 60 Snow Thrower Flange	303016K	48	190.32
057-200	Tire Chain 23 x 10.50 (1 pair)	048157	14	156.78

4000 Series Range Wings™

341-100	4600, 38HP Kubota Diesel w/o Battery	925008	1,688	18,953.22
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Wheels and Tires (Set) (Required)

057-200	Kit, 26 x 12.00 6P FM Turf	337634K	95	521.04
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Seats (Required)

057-200	Kit, Standard Seat	306860K	36	289.38
057-200	Kit, Standard Suspension Seat	311217K	66	545.22
057-200	Kit, Heavy-Duty Seat	306878K	40	405.60
057-200	Kit, Heavy-Duty Suspension Seat	306894K	70	677.82

Decks (Required)

057-200	Deck 72 Heavy-Duty Dual Trim	924563	764	4,141.02
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Range Wing Decks (Required):

057-200	Range Wing Left Hydraulic	925164	750	5,130.06
057-200	Range Wing Right Hydraulic (requires Mount Kit 392456)	925156	710	4,881.24
057-200	Kit Range Wing Mount - Right Wing (required)	392456	40	570.18
057-200	72" HDDT Hydraulic RW Conversion Kit (required)	305888	45	678.60

Air Scoop Kit (Required):

057-200	Kit Air Scoop	466615	156	562.38
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Other Tractor Accessories (Optional):

057-200	Battery (dealer installed option)	740704	36	99.06
057-200	Kit, Range Wing Baffle Insert (all three decks)	471516	226	744.12
057-200	Kit, Big Tee Handle	302836	5	58.50
057-200	ROPS 4000 (4 Post, Seat Belt (476713) required)	924753	200	1,114.62
057-200	Kit, Seat Belt (for Standard or HD Seats)	476713	4	82.68
	Required on all tractors with ROPS, do not use without ROPS.			
057-200	Kit, 4000 ROPS and Cab Light	398578	5	148.98
	When mounting on ROPS, order Switch Panel Kit (398685)			
057-200	Kit, 4000 ROPS and Cab Flasher	398628	2	99.06
	When mounting on ROPS, order Switch Panel Kit (398685)			
057-200	Kit, 4000 ROPS and Cab Switch Panel	398685	3	82.68
	Required when mounting Light Kit or Flasher Kit on ROPS (923383)			
057-200	Kit, 4000 ROPS and Cab Beacon	075192	4	256.62
057-200	Kit, 4000 ROPS Cab Heater	397422	50	504.66
057-200	Cab Panels for ROPS (924753)	923771	150	2,068.56

M-1™

Specifications



- 5.5 hp Honda commercial-grade OHV 4-stroke engine
- Shaft Drive - 2nd PTO shaft to power gear drive (no belts)
- Twin blade mulching system
- Heavy-duty, yet light weight, cast-aluminum deck
- Heavy-duty, reinforced, 1"-diameter handles
- 7 cutting heights: 7/8" to 3.25"
- Heavy-duty, aluminum wheels with ball-bearing hubs
- Extra-large discharge opening allows better flow and distribution of grass clippings to improve mowing efficiency and finished appearance
- High-capacity, 2.7 cu ft grass bag is easy-on, easy-off
 - 1-year limited commercial warranty!
 - 2-year limited engine warranty!
- Blade Brake Clutch - stops blade, not engine
- 21" mulch/catch deck
- Front Bumper and Edge Guard to protect deck

Suggested Configurations:

Price

M-1™		
929208	Hustler M-1, 21" Trim Mower / 5.5HP, Honda	\$1,234.05

Starter Recoil/Zone Start.

Ignition Transistorized Magnetic.

Spark Plug BPR5ES (NGK).

Fuel Unleaded gasoline with octane rating of 87 or higher.

Cooling Air cooled. Fly-wheel fan.

TRACTION DRIVE SYSTEM:

Type Two speed, rear-wheel drive, gear driven.

Transmission Drive Direct- drive from auxiliary PTO shaft.

Ground Speed High: 3.1 mph (5 kph)
Low: 2.2 mph (3.54 kph)

Mower Drive Direct-drive off engine crankshaft.

Wheels Front: 8" aluminum w/ ball bearings.

Rear: 9.6" aluminum w/ ball bearings.

Capacities Fuel System: .48 US GAL (1.8 L).

Engine Oil: 1.38 US PT (.65 L) SAE 10W30 (SF, SG class).

Gear Case: .32 US PT (.15 L) ISO VG220 Gear Oil.

Dimensions

Height 50 in (127 cm)

Length 36 in (91.44 cm) excluding handle

Width 22.8 in (58 cm)

Weight 134.2 lbs (61 kg)

Safety Features Operator presence system connected to deck. Blade stop system connected to blade, brake, clutch.

Controls Hand-operated choke/throttle,

electric mower clutch, transmission.

Mowing Deck

Type Mulching/rear bagging

Construction Cast aluminum deck. Chrome-plated, tubular-steel handles.

Cutting Heights 7 height settings (inches): from 7/8" to 3.25"

Blade Tip Speed 17,043 fpm.

Blade Drive Direct drive from engine crank shaft.

Width of Cut 21 in (53.34cm)

ACCESSORIES

Mulch Kit Recycles clippings under deck allowing clippings to be cut and recut, then discharged down in the grass. Reduces handling of clippings, improves appearance, and recycles nutrients back to the soil.

Grass Bag 2.7 cubic feet (75 L) capacity.

Specifications subject to change without notice.

ENGINE CONFIGURATIONS

Engine	HP	21"
Honda	5.5	x

Specifications

ENGINE CONFIGURATIONS

Engine	HP	36"	48"
Kawasaki	15	x	
Kawasaki	17		x

Starting Recoil Ignition Electronic
Charging System 12-volt, 15-amp
Fuel Unleaded gasoline **Fuel Filter**
 Replaceable, automotive-type **Air Cleaner**
 Dual element **Cooling** Air cooled. Fly-
 wheel fan **Governor** Mechanical

TRACTION DRIVE SYSTEM

Type Dual hydrostatic. Hydro-Gear IZT

Pump Drive V-belt drive from engine
 crankshaft

Ground Speed 0-6.0 mph (0-9.7 kph)
 forward and 0-2 mph (0-3.2 kph) reverse,
 infinitely variable

Steering Patented, self-centering H-
 Bar™ (Hustler Bar) Plus Steering provides
 independent control of each drive wheel.
 Speed, forward, reverse, brake, and turns
 are all controlled with the easy to learn,
 easy to operate H-Bar Plus Steering. Now
 with cruise control.

Turning Radius True zero turning radius.
 Turns within its own length. Counter-rotat-
 ing, independent drive wheels

Brakes Service: Hydrostatic dynamic brak-
 ing Parking: Sprocket and cog

Mower Drive Warner electromagnetic
 clutch.

Tires Front: Two – 11 x 4 – 4, smooth,
 semi-pneumatic Drive: 18 x 9.50 – 8, turf
 tread (18 x 6.50 – 8 on 36" model)

Capacities Fuel System: 5 US gal

Dimensions Height: 41.4 to 45.4 in
 (105.16 to 115.32 cm) adjustable

W/36 in Deck Length: 74 in (187.96 cm)
 Overall Width: 37.7 in (95.76 cm) w/dis-
 charge chute up Tire-to-tire Width: 33.25
 in (84.5 cm) Weight: 550 lbs (249.48 kg)

W/48 in Deck Length: 73.5 in (186.69
 cm) Overall Width: 49.5 in (125.73 cm)
 w/discharge chute up Tire-to-tire Width:
 39.5 in (100.33 cm) Weight: 550 lbs
 (249.48 kg)

Safety Features Operator presence
 safety-interlock system. Side discharge
 deck with discharge chute

Construction Mainframe is reinforced
 1/8 in welded steel construction.

Controls Hand-operated throttle/choke,
 ignition switch, mower clutch switch

Indicators Hour meter

Warranty 2-year parts and labor warranty
 on entire unit 3-year limited warranty
 on front caster fork bearings and blade
 spindle bearings Lifetime warranty on
 leading edge of the deck

DECKS

36" and 48" Side-Discharge Decks

Type Free-floating, side-discharge mower
 using three blades (36" deck uses 2
 blades). Mower is suspended at the
 corners by four height-adjustment pins.
 48"-deck includes deck-mounted, anti-
 scalp rollers to improve flotation in rolling
 and uneven terrain

Construction 36 in
 Deck: 7-gauge deck plate with 7-gauge
 doublers. 48 in XR-7 Deck: 11-gauge deck
 plate with 11-gauge doublers. 1-1/2" x
 1/2" steel bar reinforced impact areas on
 front and trim edges, heavily-reinforced
 front edge. Lifetime warranty on leading
 edge of deck. Deck housing is 4 in deep
 to provide room for high-capacity mowing

Discharge Side Cutting Heights Pin-
 type adjustment at four corners of deck in
 .25 in increments from 1.25 in to 4.5 in
 (.1 cm increments, 3.18 cm to 11.43 cm)

Main Blades Heavy-duty, heat-treated,
 10B38 steel blades 36 in Deck: 20.5 in x
 2.50 in x .204 in LH blade 13.75 in x 2.50
 in x .204 in RH blade 48 in Deck: 16.5
 in x 2.50 in x .204 in Fusion™ blades
 feature tungsten carbon material fused to
 the bottom of the blade. This material is
 very hard and blades stay sharper longer
 necessitating sharpening less often and
 better cutting quality for longer periods of
 time. **Blade Tip Speed** 36 & 48 in Deck
 18,500 fpm

Blade Drive V-belt drive
 to spindles. Spring tension idler pulleys
Spindles Aluminum casting with steel
 shafts and sealed ball bearings

Trim Capacity (left side): 36 in Deck: 0 in
 (0 cm) 48 in Deck: 2 in (5.08 cm)

Configurations

36" SD Deck, 15 hp
 48" SD Deck, 17 hp

ACCESSORIES

Mulch Kits Recycles clippings under
 deck allowing clippings to be cut and
 recut, then discharged down into grass.
 Reduces handling of clippings, improves
 appearance, and recycles nutrients back
 to the soil

Deck-Mounted Catcher Easily-installed,
 side-mounted catcher holds 3.75 bushels

Roll-On™ Striping Sulky A stand-on
 sulky that features a striping roller instead
 of tires. Produces beautiful striping results
 because weight of operator improves
 striping performance. Compatible with
 after-market sulkies and trailers

Weight Kit

Specifications subject to change without notice.

TrimStar™ Hydro WalkBehind



- The full-floating decks offer the highest-quality cut and finished appearance on the market. 48" model features XR-7™ mowing technology for unmatched finished appearance. In side discharge or mulch, the TrimStar Hydro will produce an immaculate lawn.

- Simple, efficient drive system – integrated, serviceable IZT transmissions. No hoses, no leaks.

- Transmission lever to put transmissions in drive, tow, or set the integrated park brake.

- Patented H-Bar™ Plus steering system – the easiest to learn, easiest-to-use walk-behind steering system. The mower seems to glide over the lawn effortlessly! Now with cruise control!

- 15 hp or 17 hp Kawasaki air-cooled gasoline engines

- 36" or 48" full-floating decks

- 5-gallon fuel tank with sight-line

- No daily lube points!

- Discharge chute flips over, completely out of the way to pass through gates, for trailering, etc.

- Recoil start is indexed to the rear of the machine. Pull starts in enclosed trailer are possible

- Best warranty in the business

- A full two-year bumper-to-bumper warranty – parts and labor!

- Lifetime warranty on the leading edge of the deck

- 3-years on the blade spindle bearings and front caster-fork bearings

- Roll-On™ Striping Sulky

Suggested Configuration:

		Price
927400	TrimStar Hydro WalkBehind, 15 Kawasaki 36	\$4,016.22
927426	TrimStar Hydro WalkBehind, 17 Kawasaki 48	\$4,414.02

FasTrak™ 48/54

Specifications



- Honda, Kawasaki, and Kohler engine options
- Welded steel decks. NOT STAMPED!
- 18" drive tires, 11" caster tires
- Commercial, serviceable hydrostatic transmissions for true zero-degree turning maneuverability
- Commercial-duty, serviceable deck spindles
 - 1-year commercial warranty
 - Lifetime warranty on the leading edge of the deck
 - Lifetime warranty on tractor frame
 - 3-years on the blade spindle bearings
 - 3-years on the front caster fork bearings
- Wide stance, low center of gravity for unmatched stability on slopes
- Simplest maintenance in the industry
- 10 gallon fuel capacity – more than a day's worth
- Twin-lever SmoothTrak™ steering with automatic park brake
- 48" or 54" side-discharge/mulching decks

Suggested Configurations:

Price

FasTrak™ 48 / 54

928275	FasTrak, 19HP Kawasaki / 48", std seat	\$4,757.22
928291	FasTrak, 21HP Kawasaki / 54", std seat	\$4,991.22
928267	FasTrak, 19HP Kohler / 48", std seat	\$4,468.62
928520	FasTrak, 18HP Honda / 48", std seat	\$4,874.22
928502	FasTrak, 20HP Honda / 54", std seat	\$5,131.62

Additional Options

928408	Kit BAC-VAC FasTrak 2-Bag Requires Adapter Kit FasTrak SD/36/42/48/54/60	\$1,052.22
108630	Kit, 2-Bag Catcher Adapter, FasTrak SD 48/48	\$326.82
108631	Kit, 2-Bag Catcher Adapter, FasTrak SD 54/54	\$326.82
108223	Kit, 48" Mulch, FasTrak/FasTrak SD	\$106.86
108197	Kit, 54" Mulch, FasTrak/FasTrak SD	\$106.86

ENGINE CONFIGURATIONS

Engine	HP	48"	54"
Kawasaki	19	x	
Kawasaki	21		x
Honda	18	x	
Honda	20		x
Kohler	19	x	

Starter 12-volt. **Ignition** Electronic. **Charging System** 12-volt. **Fuel** Unleaded gasoline. **Fuel Filter** Replaceable, automotive-type. **Cooling** Air cooled. Fly-wheel fan. **Governor** Mechanical.

TRACTION DRIVE SYSTEM:

Type Dual hydrostatic. Commercial-duty Hydro-Gear ZT 2800. Hydraulic system operates on 20W50 motor oil. **Hydrostatic Drive** V-belt drive from engine crankshaft.

Ground Speed infinitely variable
0-8 mph (0-12.9 КPH) forward
0-5 mph (0-8 КPH) reverse

Steering Twin-lever SmoothTrak™ steering provides independent control of each drive wheel. Speed, forward, reverse, brake, and turns are all controlled with hand-operated controls.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independent drive wheels.

Brakes Service: Hydrostatic dynamic braking. Parking: Internal transmission mechanical brake. When steering levers are placed in neutral position, integral park brakes are automatically engaged.

Mower Drive Single V-belt drive from engine with electric clutch. Spring tension idler for long belt life.

Tires

48 IN models:
Front 11 x 4 – 5, rib tread.
Drive 18 x 8.50 – 8, turf tread.

54 IN models:
Front 11 x 4 – 5, rib tread.
Drive 18 x 9.50 – 8, turf tread.

Capacities Fuel System 10 US GAL (41.64 L). Hydraulic Oil 2 US GAL (7.57 L)

Dimensions Height 39.8 in (101 cm)

W/48 in Deck Length 70.92 in (180 cm)
Overall width (w/discharge chute up) 51.77 in (131 cm)
Tire-to-tire width 43 in (109.22 cm)

Weight 790 lbs (358 kg)

W/54 in Deck Length 70.92 in (180 cm)
Overall width (w/discharge chute up) 61.30 in (155 cm)
Tire-to-tire width 47 in (119 cm)
Weight 815 lbs (369.67 kg)

Safety Features Operator presence system connected to deck and drive clutches. Stabilizer rollers at rear of tractor.

Seat Molded, cool-grey vinyl seat with adjustable armrests. Fore and aft sliding-adjustment. Seat-pan suspension springs standard.

Construction Mainframe is 1.5 in x 1.5 in x .188 in (3.8 cm x 3.8 cm x .48 cm) square steel tubing. Front caster wheels mounted with roller bearings on each wheel. Front caster forks are .375 in (.95 cm) steel.

Deck Lift Foot-operated deck height adjustment. Pin for setting height, transport position.

Controls Hand-operated choke/throttle, ignition switch, electric mower clutch. Integrated parking brakes.

Indicators Hour meter, engine warning light.

Cup Holder Two cup holders molded into the left side fuel tank. Accommodates nearly any cup size including Big Gulp™.

ACCESSORIES

48" or 54" Side-discharge Decks
Mulch Kits
Flex Forks™

Specifications subject to change without notice.

FasTrak™ Super Duty 36/42

Specifications



- A true, commercial-duty unit in a compact package.
- The latest technology in hydrostatic transmissions! – Hydro-Gear ZT 2800 transmissions feature steel-cut gears, relief valve, charge pump, and spin-on filter.
- Best warranty in the business
 - A full two-year bumper-to-bumper warranty – parts and labor!
 - Lifetime warranty on the tractor frame
 - Hydraulic hoses and fittings guaranteed to never leak
 - 3-years on the blade spindle bearings
 - 3-years on the front caster fork bearings
- Twin-lever SmoothTrak™ steering with automatic park brake
- Molded rubber discharge chute standard.
- Remote, heavy-duty air cleaner standard.
- 36" or 42" side-discharge/mulching decks

Suggested Configurations:

		Price
All units feature Heavy-duty Air Cleaner as standard equipment		
928192	Hustler Mini Z, 17HP Kawasaki / 36", standard seat	\$4,632.42
928200	Hustler Mini Z, 19HP Kawasaki / 42", standard seat	\$4,882.02

Additional Options

928408	Kit BAC-VAC FasTrak 2-Bag Requires Adapter Kit FasTrak SD/36/42/48/54/60	\$1,052.22
108629	Kit, 2-Bag Catcher Adapter, FasTrak SD 36/42	\$506.22

ENGINE CONFIGURATIONS

Engine	HP	36"	42"
Kawasaki	17	x	
Kawasaki	19		x

Starter 12-volt, solenoid shift positive engagement. **Ignition** Electronic

Charging System 12-volt, 15-amp

Fuel Unleaded gasoline with octane rating of 87 or higher. **Fuel Filter**

Replaceable, automotive-type. **Air**

Cleaner Heavy-duty air cleaner to extend the service interval for excessive, dirty applications and improve performance. **Cooling**

Air cooled. Fly-wheel fan. **Governor**

Mechanical.

TRACTION DRIVE SYSTEM:

Type Dual hydrostatic. Hydro-Gear ZT2800 commercial-duty pump/motor combination. Hydrostatic system operates on 10W40 motor oil. **Filter** Spin-on type.

Ground Speed infinitely variable

0-8 MPH (0-12.87 KPH) forward

0-6 MPH (0-9.66 KPH) reverse

Steering Twin-lever SmoothTrak™ steering provides independent control of each drive wheel. Speed, forward, reverse, brake, and turns are all controlled with hand-operated controls.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independent drive wheels.

Brakes Service: Hydrostatic dynamic braking. Parking: Sprocket and cog. When steering levers are placed in neutral position, integral park brakes are automatically engaged.

Mower Drive Single V-belt drive from engine with electric clutch. Spring tension idler for long belt life.

Tires

36 IN models:

Front 13 x 5.00 – 6, no tread.

Drive 20 x 8.00 – 10, turf tread.

42 IN models:

Front 13 x 5.00 – 6, no tread.

Drive 23 x 10.00 – 10, turf tread.

Fuel Capacity Fuel System 6 US GAL (22.7 L) Site line in fuel tanks.

Dimensions Height 40 IN (101.6 CM)

W/36 in Deck Length 74 IN (187.96 CM)

Overall width (w/discharge chute up) 36

IN (96.5 CM)

Tire-to-tire width 35 IN (88.9 CM)

Weight 650 lbs (294.84 kg)

W/42 in Deck Length 78 IN (198.12 CM)

Overall width (w/discharge chute up) 42

IN (106.7 CM)

Tire-to-tire width 38 IN (96.5 CM)

Weight 675 lbs (306.17 kg)

Safety Features Operator presence system connected to deck and drive clutches. Stabilizer rollers at rear of tractor.

Seat Cool-grey, molded-vinyl seat with armrests. Fore and aft adjustment. Seat-pan suspension springs standard.

Construction Mainframe is 1.5 IN x 1.5

IN x .188 IN (3.8 CM x 3.8 CM x .48 CM)

rectangular steel tubing. Drive motors

mounted to .179 IN (.45 CM) welded

steel. Front caster wheels mounted with

roller bearings on each wheel. Front

caster forks are .375 IN (.95 CM) steel.

Deck Lift Foot-operated deck height

adjustment. Pin for setting height, transport position.

Controls Hand-operated choke/throttle,

ignition switch, electric mower clutch.

Integrated parking brakes.

Indicators Hour meter, engine warning

light.

Cup Holder Two cup holders

molded into the left side fuel tank.

Accommodates nearly any cup size

including Big Gulp™

ACCESSORIES

BAC-VAC™ Catcher

Flex Forks™

Stripe Kit

IN (96.5 CM)

Tire-to-tire width 35 IN (88.9 CM)

Weight 650 lbs (294.84 kg)

W/42 in Deck Length 78 IN (198.12 CM)

Overall width (w/discharge chute up) 42

IN (106.7 CM)

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roller bearings on each wheel. Front

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Integrated parking brakes.

Indicators Hour meter, engine warning

light.

Cup Holder Two cup holders

molded into the left side fuel tank.

Accommodates nearly any cup size

including Big Gulp™

ACCESSORIES

BAC-VAC™ Catcher

Flex Forks™

Stripe Kit

Specifications subject to change without notice.

FasTrak™ Super Duty 48/54/60

Specifications



- A true, commercial-duty unit in a compact package.
- The latest technology in hydrostatic transmissions! – Hydro-Gear ZT 2800 transmissions feature steel-cut gears, relief valve, charge pump, and spin-on filter
- 20" drive tires, 13" caster tires
- Best warranty in the business
 - A full two-year bumper-to-bumper warranty – parts and labor!
 - Lifetime warranty on the tractor frame
 - 3-years on the blade spindle bearings
 - 3-years on the front caster fork bearings
- Twin-lever SmoothTrak™ steering with automatic park brake
- Molded rubber discharge chute standard
- Remote, heavy-duty air cleaner standard
- 48" or 54" side-discharge/mulching decks
- 10-gallon fuel capacity with built-in sight line
- "Drive-straight" adjustment
- Optional, foldable certified ROPS and seat belt

Suggested Configurations:

Price

All units feature Heavy-duty Air Cleaner as standard equipment		
928374	Hustler Mini Z, 23HP Kawasaki / 48", standard seat	\$5,537.22
928382	Hustler Mini Z, 25HP Kawasaki / 54", standard seat	\$5,779.02
928481	Hustler Mini Z, 25HP Kawasaki / 60", standard seat	\$5,958.42

Additional Options

928408	Kit BAC-VAC FasTrak 2-Bag Requires Adapter Kit FasTrak SD/36/42/48/54/60	\$1,052.22
108630	Kit, 2-Bag Catcher Adapter, FasTrak SD 48/48	\$326.82
108631	Kit, 2-Bag Catcher Adapter, FasTrak SD 54/54	\$326.82
110159	Kit, 2-Bag Catcher Adapter, FasTrak SD 60	\$326.82
108223	Kit, 48" Mulch, FasTrak/FasTrak SD	\$106.86
108197	Kit, 54" Mulch, FasTrak/FasTrak SD	\$106.86
109544	Kit, 60" Mulch, FasTrak/FasTrak SD	\$115.44

ENGINE CONFIGURATIONS

Engine	HP	48"	54"	60"
Kawasaki	23	x		
Kawasaki	25		x	x

Starter 12-volt, solenoid shift positive engagement. **Ignition** Electronic

Charging System 12-volt, 15-amp

Fuel Unleaded gasoline with octane

rating of 87 or higher. **Fuel Filter**

Replaceable, automotive-type. **Air**

Cleaner Heavy-duty air cleaner to extend the service interval for excessive, dirty applications and improve performance. **Cooling** Air cooled. Fly-wheel fan. **Governor** Mechanical.

TRACTION DRIVE SYSTEM:

Type Dual hydrostatic. Hydro-Gear ZT2800 commercial-duty pump/motor combination. ZT transmissions feature relief valve, charge pump, spin-on oil filter, expansion tank, and steel cut gears. Hydrostatic system operates on 20W50 motor oil. **Filter** Spin-on type.

Ground Speed infinitely variable

0-8 MPH (0-12.87 KPH) forward

0-6 MPH (0-9.66 KPH) reverse

Steering Twin-lever SmoothTrak™ steering provides independent control of each drive wheel. Speed, forward, reverse, brake, and turns are all controlled with hand-operated controls.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independent drive wheels.

Brakes Service: Hydrostatic dynamic braking. Parking: Internal transmission mechanical brake. When steering levers are placed in neutral position, integral park brakes are automatically engaged.

Mower Drive Single V-belt drive from engine with electric clutch. Spring tension idler for long belt life.

Tires

48 IN models:

Front 13 x 5.00 – 6, no tread.

Drive 20 x 10.00 – 10, turf tread.

54 IN models:

Front 13 x 5.00 – 6, no tread.

Drive 20 x 12.00 – 10, turf tread.

60 IN models:

Front 13 x 5.00 – 6, no tread.

Drive 20 x 12.00 – 10, turf tread.

Fuel Capacity Fuel System 10 US GAL (37.85 L) Site line in fuel tanks.

Dimensions Height 41.8 IN (106.17 CM)

W/48 in Deck

Length 74.42 IN (189.02 CM)

Overall width (w/discharge chute up)

51.77 IN (131.5 CM)

Tire-to-tire width 47 IN (119.38 CM)

Weight 835 lbs (378 kg)

W/54 in Deck

Length 70.4 IN (189.02 CM)

Overall width (w/discharge chute up)

61.3 IN (155.7 CM)

Tire-to-tire width 51 IN (129.54 CM)

Weight 860 lbs (390 kg)

W/60 in Deck

Length 75.92 IN (193 CM)

Overall width (w/discharge chute up)

66 IN (168 CM)

Tire-to-tire width 51 IN (129.54 CM)

Weight 885 lbs (401 kg)

Safety Features Operator presence system connected to seat switch, park brake, and deck clutch. Stabilizer rollers at rear of tractor.

Seat Cool-grey, molded-vinyl seat with armrests. Fore and aft adjustment. Seat-pan suspension springs standard.

Construction Mainframe is 1.5 IN x 1.5 IN x .188 IN (3.8 CM x 3.8 CM x .48 CM) rectangular steel tubing. Drive motors mounted to .179 IN (.45 CM) welded steel. Front caster wheels mounted with roller bearings on each wheel. Front caster forks are .375 IN (.95 CM) steel.

Deck Lift Foot-operated deck height adjustment. Pin for setting height, transport position.

Controls Hand-operated choke/throttle, ignition switch, electric mower clutch. Integrated parking brakes.

Indicators Hour meter, engine warning light (low oil pressure).

Cup Holder Two cup holders molded into the left side fuel tank. Accommodates nearly any cup size.

ACCESSORIES

Catcher

Mulch Kits

Flex Forks™

Stripe Kit

Certified, 2-post, foldable ROPS

Snow Blower

Snow Blade

Jack Kit, Light Kit, Tire Chains, Steering

Lever Extension Kit

Specifications subject to change without notice.

Hustler Z™

Specifications



- **Toughest frame, front forks, and deck in the industry**
- **Best warranty in the business**
 - **A full two-year bumper-to-bumper warranty – parts and labor!**
 - **Lifetime warranty on the tractor frame**
 - **Lifetime warranty on the leading edge of the deck**
 - **Hydraulic hoses and fittings guaranteed to never leak**
 - **3-years on the blade spindle bearings**
 - **3-years on the front caster fork bearings**
- **Wide stance, low center of gravity for unmatched stability on slopes**
- **14.4 gallon fuel capacity – more than a day's worth**
- **SmoothTrak™ steering with patented automatic park brake system**
- **54" or 60" XR-7 mowing decks – best cut and finished appearance on the market**

Starter 12-volt (.8 kW), solenoid shift positive engagement. **Ignition** Electronic. **Charging System** 12-volt, 15-amp. **Fuel** Unleaded gasoline with octane rating of 87 or higher. **Fuel Filter** Replaceable, automotive-type. **Cooling** Air cooled. Fly-wheel fan. **Governor** Mechanical.

TRACTION DRIVE SYSTEM

Type Dual hydrostatic. Individual pumps power two direct-drive wheel motors. Hydrostatic system operates on 10W40 motor oil. **Pumps** Two variable displacement, axial-piston type. Each Hydro-Gear BDP10 pump powers one drive-wheel motor. **Pump Drive** V-belt drive from engine crankshaft. **Final Drive** Direct-drive Ross MB 15 high-torque wheel motors. One for each drive wheel. **Filter** 40 micron, spin-on type.

Ground Speed infinitely variable
0-9 MPH (0-14.48 KPH) forward
0-5 MPH (0-8 KPH) reverse

Steering Twin-lever SmoothTrak™ steering provides independent control of each drive wheel. Speed, forward, reverse, brake, and turns are all controlled with hand-operated controls.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independent drive wheels.

Brakes Service: Hydrostatic dynamic braking. **Parking:** Automotive-style drum brakes. When steering levers are placed in neutral position, integral park brakes are automatically engaged.

Mower Drive Single V-belt drive from engine with electric clutch. Spring tension idler for extended belt life.

Tires Front: 13 x 6.50 – 6, rib tread
Drive: 24 x 12.00 – 12, turf tread

Capacities Fuel System 14.4 US gal (54.5 l). Hydraulic Oil Hustler Z: 2 US gal (7.57 l) **Dimensions** Height 39 in (99 cm)

W/54 in Deck Length 77 in (195.58 cm) Overall width 55 in (139.7 cm) w/ discharge chute up
Tire-to-tire width 52 in (132.08 cm)
Weight 1160 LBS 1180 lbs (535.24 kg)

W/60 in Deck Length 77 in (195.58 cm) Overall width w/60" 61 in (154.94 cm) w/dischage chute up
Tire-to-tire width 52 in (132.08 cm)
Weight 1212 lbs (549.75 kg)

Safety Features Operator presence system connected to deck and drive clutches. Stabilizer rollers at rear of tractor.

Seat Standard: Molded-vinyl seat with armrests. Fore and aft adjustment. Optional: Molded-vinyl, suspension seat with armrests. Fore and aft adjustment.

Construction Mainframe is 1.5 in x 3 in x .187 in (3.8 cm x 7.62 cm x .47 cm) rectangular steel tubing. Drive motors mounted to .179 in (.45 cm) welded steel. Front caster wheels mounted with roller bearings on each wheel. Front caster forks are .5 in (1.27 cm) steel.

Deck Lift Foot-operated deck height adjustment. Pin for setting height, detent for transport position.

Controls Hand-operated choke/throttle, ignition switch, electric mower clutch. Integrated parking brakes.

Indicators Hour meter, engine warning light.

Cup Holder Two cup holders molded into the left side fuel tank. Accommodates nearly any cup size including Big Gulp™.

ACCESSORIES

- 54" and 60" XR-7™ Decks
- BAC-VAC™ Catcher
- Certified 2-Post ROPS
- Mulch Kits
- Flex Forks™
- Stripe Kit

Specifications subject to change without notice.

Suggested Configurations:

		Price
All units feature heavy-duty air cleaner as standard equipment		
927756	Hustler Z, 24HP Honda / 60" XR-7, std seat	\$8,275.02
927723	Hustler Z, 23HP Kawasaki / 54" XR-7, std seat	\$7,986.42
927772	Hustler Z, 25HP Kawasaki / 60" XR-7, std seat	\$8,087.82
928853	Hustler Z, 26HP Kawasaki LC / 60" XR-7 std seat	\$8,602.62
928861	Hustler Z, 29HP Kawasaki / 60" XR-7 std seat	\$8,423.22
927806	Hustler Z, 27HP Kohler / 60" XR-7, std seat	\$8,345.22

Additional Options

928218	BAC-VAC Assembly, (all XR-7 Decks require adapter kit) Includes hopper and blower	\$2,339.22
107110	Kit, BAC-VAC 54" XR-7 Deck Adapter	\$131.82
107128	Kit, BAC-VAC 60" XR-7 Deck Adapter	\$131.82
107136	Kit, BAC-VAC 66" XR-7 Deck Adapter	\$131.82
107144	Kit, BAC-VAC 72" XR-7 Deck Adapter	\$190.32

ENGINE CONFIGURATIONS

Engine	HP	54"XR-7	60"XR-7	66"XR-7
Honda	24		x	
Kohler	27	x	x	x
Kawasaki	23	x		
Kawasaki	25		x	x
Kawasaki	26LC		x	
Kawasaki	29		x	

Hustler Z™ Diesel

Specifications



- 25-hp Shibaura liquid-cooled diesel engine for increased engine life
- Clean, compact design. Much more compact than competitive units
- Engine mounted sideways for serviceability and compactness
- High-torque diesel engine for the most demanding applications

Type Liquid-cooled, inline, 3-cylinder, normally aspirated industrial diesel engine

Starter 12-volt (1.2 kW), solenoid shift positive engagement. **Charging System** 12-volt, 40-amp. **Oil Filter** Remote-mounted, spin-on engine oilfilter (oil pan and filter can be drained into a single drain container for easy maintenance and minimal cleanup) 5.1 qt (4.8L) oil capacity. **Engine Oil** 10W40. **Fuel #2** diesel. **Fuel Filter** Heavy-duty, spin-on fuel filter. **Cooling** Liquid cooled. Direct-driven, mechanical cooling fan. **Governor** Mechanical governor with 3000 RPM high idle speed.

TRACTION DRIVE SYSTEM

Type Dual hydrostatic drive includes tandem 21 cc Hydro-Gear PW pumps, Hydro-Ger PRM Series wheel motors, and an auxiliary oil cooler w/electric fan. Pumps are driven directly from crankshaft with micro V-belt. **Hydraulic Oil** 10W40. **Filter** 30 micron, in tank.

Ground Speed infinitely variable 0-12 MPH (0-19.3 KPH) forward 0-7 MPH (0-11 KPH) reverse

Steering Twin-lever SmoothTrak™ steering provides independent control of each drive wheel. Speed, forward, reverse, brake, and turns are all controlled with hand-operated controls.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independent drive wheels.

Brakes Service: Hydrostatic dynamic braking. **Parking:** Internal friction brake in each PRM wheel motor. When steering levers are placed in neutral position, integral park brakes are automatically engaged.

Mower Drive Single V-belt drive from engine with Warner electric CMS 250 enhanced spot brake clutch. Spring tension idler for extended belt life.

Tires Front: 13 x 6.50 – 6, rib tread Drive: 23 x 9.50 – 12, turf tread (54" deck) 24 x 12.00 – 12, turf tread (60 - 72" deck)

Capacities Fuel System 15 US gal (57 L). Hydraulic Oil: 7 US qts (6.6 L) Engine Coolant: 6 US qts (5.7 L)

Dimensions Height 51 in (130 cm) w/ROPS folded down, 69 in (175 cm) ROPS up

W/54 in XR-7 Deck Length 86 in (218 cm) Overall width 55 in (140 cm) w/discharge chute up
Tire-to-tire width 52 in (132 cm)
Weight 1568 lbs (711 kg)

W/60 in XR-7 Deck Length 86 in (218 cm) Overall width 61 in (155 cm) w/discharge chute up
Tire-to-tire width 56 in (142 cm)
Weight 1600 lbs (726 kg)

W/66 in XR-7 Deck Length 88 in (224 cm) Overall width 67 in (170 cm) w/discharge chute up
Tire-to-tire width 56 in (142 cm)
Weight 1642 lbs (745 kg)

W/72 in XR-7 Deck Length 90 in (229 cm) Overall width 73 in (185 cm) w/discharge chute up
Tire-to-tire width 56 in (142 cm)
Weight 1684 lbs (764 kg)

Safety Features Standard foldable ROPS. Operator presence system connected to seat, deck clutch, and park brake switches. Stabilizer rollers at rear of tractor.

Seat Molded-vinyl, suspension seat with armrests. Fore and aft adjustment.

Construction Mainframe is 1.5 in x 3 in x .187 in (3.8 cm x 7.62 cm x .47 cm) rectangular steel tubing. Drive motors mounted to .179 in (.45 cm) welded steel. Front caster wheels mounted with roller bearings on each wheel. Front caster forks are .5 in (1.27 cm) steel.

Deck Lift Foot-operated deck height adjustment. Pin for setting height, detent for transport position.

Controls Hand-operated throttle, ignition switch, electric mower clutch. Integrated parking brakes.

Indicators Hour meter, high temp light, charge light, glow plug light, audible alarm for high engine temp and low oil pressure, electronic fuel gauge for each tank.

Cup Holder Two cup holders molded into the left side fuel tank. Accommodates nearly any cup size.

ATTACHMENTS AND ACCESSORIES

- 54", 60, 66", or 72" XR-7™ Side-Discharge Decks
- 54", 60", or 72" Rear-Discharge Decks
- BAC-VAC™ Catcher
- 3-Bag Catcher
- Snow Blade
- Mulch Kit
- Hydraulic Deck Lift Kit
- Hitch Kit
- Steering Extension Kit
- Flex Forks™
- Stripe Kit
- Light Kit

Specifications subject to change without notice.

Suggested Configurations:

		Price
928606	Hustler Z Diesel, 25HP Shibaura / 54" XR-7, susp seat	\$12,557.22
928648	Hustler Z Diesel, 25HP Shibaura / 54" RD Deck, susp seat	\$12,791.22
928614	Hustler Z Diesel, 25HP Shibaura / 60" XR-7, susp seat	\$12,658.62
928614	Hustler Z Diesel, 25HP Shibaura / 60" RD Deck, susp seat	\$12,892.62
928622	Hustler Z Diesel, 25HP Shibaura / 66" XR-7, susp seat	\$12,775.62
928630	Hustler Z Diesel, 25HP Shibaura / 72" XR-7, susp seat	\$12,916.02
928663	Hustler Z Diesel, 25HP Shibaura / 72" RD Deck, susp seat	\$13,618.02

Additional Options

799270	Kit, (2 forks), Z Flex Forks, Hustler Z	\$165.36
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ENGINE CONFIGURATIONS

Engine	HP	54"XR-7	60"XR-7	66"XR-7	72"XR-7	54"RD	60"RD	72"RD
Shibaura	25	X	X	X	X	X	X	X

Super Z™

Specifications



Suggested Configurations:

Price

All units feature Heavy-duty Air Cleaner as standard equipment

927848	Super Z, 24HP Honda / 60" XR-7, susp seat	\$8,930.22
927855	Super Z, 24HP Honda / 66" XR-7, susp seat	\$9,062.82
927871	Super Z, 25HP Kawasaki / 54" XR-7, susp seat	\$8,930.22
927889	Super Z, 25HP Kawasaki / 60" XR-7, susp seat	\$9,008.22
927921	Super Z, 26HP Kawasaki LC / 60" XR-7, susp seat	\$9,679.02
927939	Super Z, 26HP Kawasaki LC / 66" XR-7, susp seat	\$9,803.82
927947	Super Z, 26HP Kawasaki LC / 72" XR-7, susp seat	\$9,967.62
927970	Super Z, 27HP Kohler / 54" XR-7, susp seat	\$9,016.02
927988	Super Z, 27HP Kohler / 60" XR-7, susp seat	\$9,101.82
928010	Super Z, 28HP Kohler EFI / 60" XR-7, susp seat	\$10,006.62
928028	Super Z, 28HP Kohler EFI / 66" XR-7, susp seat	\$10,139.22
928036	Super Z, 28HP Kohler EFI / 72" XR-7, susp seat	\$10,259.22
928044	Super Z, 30HP Kohler / 60" XR-7, susp seat	\$9,226.62
928051	Super Z, 30HP Kohler / 66" XR-7, susp seat	\$9,351.42
928069	Super Z, 30HP Kohler / 72" XR-7, susp seat	\$9,515.22
928879	Super Z, 31HP Kawasaki / 54" XR-7, susp seat	\$9,179.82
928887	Super Z, 31HP Kawasaki / 60" XR-7, susp seat	\$9,257.82
928887HT	Super Z, 31HP Kawasaki / 60" XR-7, susp seat	\$9,351.42
928895	Super Z, 31HP Kawasaki / 66" XR-7, susp seat	\$9,390.42
928911	Super Z, 31HP Kawasaki / 72" XR-7, susp seat	\$9,562.02
Other Accessories (Optional):		
928218	BAC-VAC Assembly, (all XR-7 Decks require adapter kit) Includes hopper and blower	\$2,399.22
107110	Kit, BAC-VAC 54" XR-7 Deck Adapter	\$131.82
107128	Kit, BAC-VAC 60" XR-7 Deck Adapter	\$131.82
107136	Kit, BAC-VAC 66" XR-7 Deck Adapter	\$131.82
107144	Kit, BAC-VAC 72" XR-7 Deck Adapter	\$190.32

ENGINE CONFIGURATIONS

Engine	HP	54"XR-7	60"XR-7	66"XR-7	72"XR-7
Honda	24		x		
Kawasaki	25	x	x		
Kawasaki LC	26		x	x	x
Kawasaki	31	x	x	x	x
Kawasaki	31HT		x		

- 15 mph top speed! The fastest of the fast.
- Hydraulic oil cooler for longer system life at high speeds
- Best warranty in the business
 - A full two-year bumper-to-bumper warranty – parts and labor!
 - Lifetime warranty on the tractor frame and leading edge of the deck
 - Hydraulic hoses and fittings guaranteed to never leak
 - 3-years on the blade spindle bearings and front caster fork bearings
 - Twin-lever SmoothTrak™ steering with automatic park brake
- Wide choice of engine options
- Optional 9-bushel BAC-VAC™ catcher
- 54", 60", 66", or 72" XR-7 mowing decks – best cut and finished appearance on the market

Starter 12-volt (.8 kw), solenoid shift positive engagement. **Ignition** Electronic. **Charging System** 12-volt, 15-amp. **Fuel** Unleaded gasoline with octane rating of 87 or higher. **Fuel Filter** Replaceable, automotive-type. **Cooling** Air cooled. Fly-wheel fan. **Governor** Mechanical.

TRACTION DRIVE SYSTEM

Type Dual hydrostatic. Individual pumps power two direct-drive wheel motors. Hydrostatic system operates on 10W40 motor oil. Pumps Two variable displacement, axial-piston type. Transmission drive (oil) cooler for increased system life.

Pumps Two variable displacement, axial-piston type. Each Hydro-Gear BDP21 pump powers one drive-wheel motor.

Pump Drive V-belt drive from engine crankshaft. **Final Drive** Direct-drive high-torque White CE 18 wheel motors. One for each drive wheel. **Filter** 25 micron, spin-on type.

Ground Speed infinitely variable 0-15 mph (0-22.53 kph) forward 0-7.5 mph (0-12.07 kph) reverse

Steering Twin-lever SmoothTrak™ steering provides independent control of each drive wheel. Speed, forward, reverse, brake, and turns are all controlled with hand-operated controls.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independent drive wheels.

Brakes Service: Hydrostatic dynamic braking. **Parking:** Automotive-style drum brakes. When steering levers are placed in neutral position, integral park brakes are automatically engaged.

Mower Drive Single V-belt drive from engine with electric clutch. Spring tension idler for extended belt life.

Tires Front: 13 x 6.50 – 6, rib tread Drive: 24 x 12.00 – 12, turf tread

Capacities Fuel System 14.4 US gal (54.5 l). Hydraulic Oil Hustler Z: 2 US gal (7.57 l)

Dimensions Height 39 in (99 cm)

W/54 in Deck Length 77 in (195.58 cm) Overall width 55 in (139.7 cm) w/

discharge chute up
Tire-to-tire width 52 in (132.08 cm)
Weight 1160 lbs 1180 lbs (535.24 kg)
W/60 in Deck Length 77 in (195.58 cm) Overall width w/60" 61 in (154.94 cm) w/dischage chute up
Tire-to-tire width 52 in (132.08 cm)
Weight 1212 lbs (549.75 kg)

W/66 in Deck Length 79 in (200.7 cm) Overall width 67 in (170.18 cm) w/dischage chute up Tire-to-tire width 59 in (149.86 cm) Weight 1254 lbs: (568.8 kg)

W/72 in Deck Length 81 in (205.74 cm) Overall width 73 in (185.42 cm) w/dischage chute up Tire-to-tire width 59 in (149.86 cm) Weight 1296 lbs (587.86 kg)

Safety Features Operator presence system connected to deck and drive clutches. Stabilizer rollers at rear of tractor.

Seat Molded-vinyl, suspension seat with armrests. Fore and aft adjustment.

Construction Mainframe is 1.5 in x 3 in x .187 in (3.8 cm x 7.62 cm x .47 cm) rectangular steel tubing. Drive motors mounted to .179 in (.45 cm) welded steel. Front caster wheels mounted with roller bearings on each wheel. Front caster forks are .5 in (1.27 cm) steel.

Deck Lift Foot-operated deck height adjustment. Pin for setting height, detent for transport position.

Controls Hand-operated choke/throttle, ignition switch, electric mower clutch. Integrated parking brakes.

Indicators Hour meter, engine warning light.

Cup Holder Two cup holders molded into the left side fuel tank. Accommodates nearly any cup size including Big Gulp™.

ACCESSORIES

54", 60", 66", and 72" XR-7™ Decks
BAC-VAC™ Catcher
Certified 2-Post ROPS
Mulch Kits
Flex Forks™
Stripe Kit

Specifications subject to change without notice.

Hustler Z / Super Z™ Rear-Discharge

Specifications



Suggested Configurations:

All units feature Heavy-duty Air Cleaner as standard equipment

Price

928432	Hustler Z, 23HP Kawasaki / 54" Rear Discharge std seat	7,947.42
927673	Super Z, 25HP Kawasaki / 60" Rear Discharge, susp seat	\$9,312.42
928929	Super Z, 31HP Kawasaki / 60" Rear Discharge susp seat	\$9,562.02
928937	Super Z, 31HP Kawasaki / 72" Rear Discharge susp seat	\$9,796.02
927467	Super Z, 27HP Kohler / 60" Rear Discharge, susp seat	\$9,390.42
927624	Super Z, 27HP Kohler / 72" Rear Discharge, susp seat	\$9,640.02

- Dual-trim capabilities for increased productivity and safety.
- Patented design features counter-rotating RH blade which produces clippings distribution that is better than any competitive rear-discharge deck. Spreads clippings across entire width of cut.
- Front wall of deck is adjustable to facilitate better and quicker cutting in rough-cut applications and taller grasses such as Bahia.
- Deck is noticeably quieter in operation.
- Rear discharge requires less horsepower to operate because clippings are not being passed from one blade to the next.
- Same great durable construction for which Hustler decks are famous.
- Deck construction like no competitor – 1/8" deck plate with 1/8" doublers and 3/16" triplers in spindle-mount areas, 1-1/2" x 1/2" steel bar reinforced impact areas on trim edges, box-section reinforced front edge. Lifetime warranty on leading edge of deck.
- Sealed bearings: Very durable. Low maintenance requirements. 3-year warranty on blade-spindle bearings.
- Powder-coat paint for tougher finish, longer life, more gloss, less fade.

Type Free-floating mower using three blades with center blade to the front. Mower is suspended at the corners. Includes 4 deck-mounted rollers to improve flotation in rolling and uneven terrain

Deck Lift Raise and lower deck from driver's seat with simple foot-operated deck height adjustment. Pin for setting height, transport position. Change cutting heights, hop curbs and trailer more easily

Construction 120 in (.30 cm) welded steel with .120 in (.30 cm) doublers and .179 in (.45 cm) triplers in spindle-mount areas. Solid 1.5 in x .5 (3.81 cm x 1.27 cm) steel bars reinforce impact areas on trim edges. 1.5 in x 3.84 (3.81 cm x 9.75 cm) box-section reinforced front edge. Steel deck housing is 5.25 in (13.34 cm) deep to provide for high-capacity mowing. Lifetime warranty on leading edge of deck.

Cutting Heights Foot-operated deck height adjustment. Pin for setting height, detent for transport position. Height adjustment in .25 in increments from 1 in to 5 in (2.55 cm to 12.7 cm)

Mowing Blades Heavy-duty, heat-treated, steel blades
60 in: 20.5 in x 2.5 in x .203 in
72 in: 23.86 in x 2.5 in x .203 in

Blade Tip Speed
60 in: 18,350 fpm
72 in: 18,800 fpm

Blade Drive V-belt drive to all three spindles. Spring tension idler pulleys

Spindles Machine-ductile housing, 1 in (2.5 cm) diameter high-carbon steel shafts and sealed ball bearings. Three-year warranty on blade-spindle bearings.

Flotation Suspended mower floats on two spring-assisted chains.

Discharge Rear. Counter-rotating RH blade produces excellent clippings-distribution over the entire width of cut.

Width of Cut
60 in: 59 in (149.9 cm)
72 in: 69 in (175.26 cm)

Trim Capacity (both sides)
60 in: 4.5 in (11.4 cm)
72 in: 9.5 in (24.1 cm)

Cup Holder Two cup holders molded into the left side fuel tank. Accommodates nearly any cup size including Big Gulp.™

Specifications subject to change without notice.

ENGINE CONFIGURATIONS

Engine	HP	HZ 54"RD	SZ 60"RD	SZ 72"RD
Kawasaki	23	x		
Kawasaki	25		x	
Kawasaki	31		x	x
Kohler	27		x	x



- Certified 2-post ROPS with 4-post roll cage for a sense of operator security
- White RC 26 wheel motors provide more torque at lower pressures for improved slope performance. Lower pressures will improve pump and motor life. Higher torque provides more usable horsepower for slope performance
- Top speed of 9 mph
- Deluxe suspension seat with seat belt for added security
- Added weight and wide stance of 59" for improved traction and balance
- 87" length improves performance while backing up hill
- 24 x 12-12 Carlisle AT101 ATV bar-tread tires for improved traction and performance (mounted "backwards" for improved traction while backing up hill).
- 13 x 6.50 Carlisle Reliance semi-pneumatic front caster tires. No flats!
- Hydraulic oil cooler for increased system life
- 12.2 gallon fuel capacity – more than a day's worth
- Twin-lever steering with patented automatic park brake system
- 60" or 72" side-discharge/mulching decks

Suggested Configurations:

		Price
928143	ATZ, 31HP Kawasaki / 60", Electronic Control Tilt Seat	\$11,114.22
928150	ATZ, 31HP Kawasaki / 72", Electronic Control Tilt Seat	\$11,270.22
928168	ATZ, 31HP Kawasaki / 60"RD, Electronic Control Tilt Seat	\$11,270.22

ENGINE CONFIGURATIONS

Engine	HP	60"XR-7	72"XR-7	60"RD
Kawasaki	31	x	x	x

Starter 12-volt (.8 kw), solenoid shift positive engagement. **Ignition** Electronic. **Charging System** 12-volt, 15-amp. **Fuel** Unleaded gasoline with octane rating of 87 or higher. **Fuel Filter** Replaceable, automotive-type. **Cooling** Air cooled. Fly-wheel fan. **Governor** Mechanical.

TRACTION DRIVE SYSTEM

Type Dual hydrostatic. Individual pumps power two direct-drive wheel motors. Hydrostatic system operates on 10W40 motor oil. Transmission drive (oil) cooler for increased system life.

Pumps Two variable displacement, axial-piston type. Each Hydro-Gear BDP21 pump powers one drive-wheel motor.

Pump Drive V-belt drive from engine crankshaft.

Final Drive Direct-drive high-torque White RC 26 wheel motors. One for each drive wheel.

Filter 25 micron, spin-on type.

Ground Speed Infinitely variable 0-9 mph (0-14.48 kph) forward 0-5 mph (0-8.05 kph) reverse.

Steering Twin-lever steering provides independent control of each drive wheel. Speed, forward, reverse, brake, and turns are all controlled with hand-operated controls.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independent drive wheels.

Brakes Service Hydrostatic dynamic braking. Parking Automotive-style drum brakes. When steering levers are placed in neutral position, integral park brakes are automatically engaged.

Mower Drive Single V-belt drive from engine with electric clutch. Spring tension idler for extended belt life.

Tires Front 13 x 6.50 – 6, semi-pneumatic, smooth. Drive 24 x 12 – 12, ATV bar tread.

Capacities Fuel System 12.2 US GAL (46.18 L). Hydraulic Oil 2 US GAL (7.57 L)

Dimensions Height 71 IN (108.34 CM)

Safety Features Operator presence system connected to deck and drive clutches. Stabilizer rollers at rear of tractor. Seat belt. Certified ROPS with 4-post roll cage.

Seat Molded-vinyl, suspension seat with armrests and seat belt. Fore and aft adjustment.

Construction Mainframe is 1.5 IN x 3 IN x .187 IN (3.8 CM x 7.62 CM x .47 CM) rectangular steel tubing. Drive motors mounted to .179 IN (.45 CM) welded steel. Front caster wheels mounted with

roller bearings on each wheel. Front caster forks are .5 IN (1.27 CM) steel.

Deck Lift Foot-operated deck height adjustment. Pin for setting height, detent for transport position.

Controls Hand-operated choke/throttle, ignition switch, electric mower clutch. Integrated parking brakes.

Indicators Hour meter, engine warning light.

Cup Holder Two cup holders molded into the left side fuel tank. Accommodates nearly any cup size including Big Gulp™.

ACCESSORIES

Mulch Kits

Flex Forks™

Specifications subject to change without notice.

Specifications

Models 3500 / 3700 Front-Mount AWD

ENGINE CONFIGURATIONS

Engine	HP	60"SD	72"SD
3500 Shibaura Diesel	30	x	x
3700 Shibaura Diesel	36	x	x

Make Shibaura. **Type** Liquid-cooled, in-line, 3-cylinder, normally aspirated industrial diesel engine. **Starter** 12-volt (1.2 kW), solenoid shift positive engagement. **Ignition** Electronic. **Charging System** 12-volt, 40-amp alternator. **Oil Filter** Spin-on engine oil filter 6.3 qt (6 L) oil capacity. **Engine Oil** 10W30. **Fuel** Diesel No. 2. **Fuel Filter** Heavy-duty, spin-on fuel filter. **Injection System** Bosch in-line. **Air Filter** Heavy-duty air filter with safety filter for maximum protection, dry, dual-element. **Cooling** Liquid cooled. Direct-driven, mechanical cooling fan. **Governor** Mechanical governor with 2700 RPM highidle speed.

TRACTION DRIVE SYSTEM

Type Auto 4WD or Full-time 4WD.

Filter 30 micron, in tank.

Ground Speed Forward: Low 0-6 MPH, High 0-15 MPH. Reverse: Low 0-4 MPH, High 0-9 MPH.

Steering Hydrostatic power. Tilt and telescoping steering wheel.

Speed Control 2 pedals, forward and reverse. 2range hydrostatic transmission, cruise control.

Brakes Wet disc (single pedal control).

TIRES: Rear Drive: 20 x 8-10, rib tread. Front Drive: 24 x 12 – 12, turf tread.

CAPACITIES: Fuel System 13 US GAL (49.2 L).

Dimensions Height: 53 IN (130 CM) ROPS folded down

77 IN (175 CM) ROPS up
Weight: 1777 LBS (806 KG)

Safety Features Operator presence system connected to seat, deck clutch, and park brake switch. Hand-operated parking brake. Two-post, foldable ROPS.

Seat Suspension: Molded-vinyl, adjustable seat with armrests. Fore and aft adjustment.

Deck Lift Hydraulic

Controls Hand-operated throttle, ignition

switch, electric mower clutch.

Indicators Hour meter, temp guage, oil pressure light, charge light, glow plug light, audible signal for high engine temperature or low oil pressure.

Cup Holder Single cup holder.

ATTACHMENTS AND ACCESSORIES

60", or 72" Side-Discharge Decks
60", or 72" Rear-Discharge Decks
Mulch Kits
Front Blade
Snow Thrower
Rotary Broom
Debris Blower
Hard Cab
Quick Attach System

Specifications subject to change without notice.



- 30- or 36-hp Shibaura, liquid-cooled, diesel engine. Lots of high-torque power
- Steering column pivots, and raises and lowers for maximum operator comfort
- Deck pivots up a full 90 degrees, without removing the PTO shaft, to make servicing blades, and under deck a breeze
- 60", or 72" side-discharge mowing decks offer the best cut and finished appearance on the market
- Low-profile, heavy-duty, cast, ductile-iron front caster assemblies. Extremely tough, but extremely easy to change cutting heights
- 60", or 72" rear-discharge decks offer dual trim and improved safety
- Certified, foldable, 2-post ROPS
- Cab and snow removal attachments

Conf. #	Suggested Configurations:	Price
3500A1	3500, 30HP Shibaura Diesel (928705), w / 60" Side-Discharge Deck (928721)	18,135.00
3500A2	3500, 30HP Shibaura Diesel (928705), w / 72" Side-Discharge Deck (928739)	18,369.00
3700A3	3700, 36HP Shibaura Diesel (928713), w / 60" Side-Discharge Deck (928721)	19,266.00
3700A4	3700, 36HP Shibaura Diesel (928713), w / 72" Side-Discharge Deck (928739)	19,500.00

Specifications

Model 4600 (Diesel)

ENGINE CONFIGURATIONS

Engine	HP	72"SD
Kubota Diesel	37.5	x

Make Kubota. Model Number V1505.

Type In-line, 4 cycle diesel, liquid-cooled.

Construction Special high-grade cast iron cylinder block. Cross-flow cylinder head. Chrome molybdenum crankshaft. Three-layer aluminum alloy bearings. Spherical-type combustion chamber. **Compression** 22:1.

Operating rpm 3000 RPM (max. load), 3200 rpm (no load). **Starter** 12-volt, gear drive. **Starter Assist** Glow plug system is standard. Ignition key operates system.

Charging System 12-volt, negative ground, 30-amp, belt-driven alternator. **Lubrication** Positive pressure with replaceable spin-on filter. Trochoid rotor-type oil pump. **Injector Pump** Bosch mini pump. **Injector Nozzle** DN 12 SD12. **Crankcase Capacity** 4600 - 6 quarts (5.7 l). **Air Cleaner** Heavy-duty, remote-mounted Donaldson Cyclo-pac® filter. Dry, replaceable filter element with cyclone pre-cleaner. Service indicator.

Muffler Single, industrial-type. **Fuel** Diesel No. 2. Fuel Capacity 11 GAL (50.05 l).

Fuel Filter Replaceable, automotive-type. **Cooling System** Forced circulation with high-capacity radiator and coolant recovery system. **Governor** Centrifugal ball mechanical type.

TRACTION DRIVE SYSTEM

Type Dual Hydrostatic, closed loop system.

Pumps Tandem hydrostatic pump. Variable displacement, axial piston type. Each pump powers one drive wheel motor. System operates on 10W40 motor oil.

Pump Drive V-belt drive from engine crankshaft, clutched for easier starting.

Filter 10 micron, pressure side, replaceable spin-on type.

Ground Speed 0-10 MPH (0-15 KPH) forward and 0-6 MPH (0-9 KPH) reverse, infinitely variable.

Steering One hand Trim Steering™ offers all the responsive control of twin lever steering in a single lever. Provides independent control of each of two drive wheels. Trim Steering™ gives the operator safe, smooth turning, braking and drive speed control for accurate trimming and superior maneuverability.

Turning Radius True zero degree. Turns within its own length. Counter-rotating, independently powered drive wheels.

Brakes Service Independent, dynamic braking through hydrostatic transmissions. Parking Positive, automotive-type drum and shoe. Hand-operated lock-over-center control lever on left side of operator. Adjustable tension.

Frame Constructed of 3/16 IN (.5 CM) welded steel and 2 IN x 2 IN (5 CM x 5 CM)

steel torsion tubes with 1/8 IN and 3/16 IN (.3 CM and .5 CM) wall thickness.

Attachment Drive PTO shaft, splined, two high-speed U-joints. PTO shaft speed: 3000 RPM.

Attachment Clutch Electromagnetic.

Attachment Lift Hydraulic cylinder, hand lever control.

Attachment Tool Bar Two-point tool bar, quick disconnect type. Constructed of 1/4 IN x 1/2 IN (.6 CM x 1.3 CM) welded steel.

Auxiliary Hydraulics Auxiliary hydraulic valve with manual control lever and quick couplers.

CAPACITIES: Hydraulic Oil 3.5 US GAL (13.2 l). Cooling: 3.5 US GAL (13.2 l). Fuel System: 11 US GAL (41.8 l).

TIRES: Standard rear tires - 13 x 6.50-6 with rib tread.

Three drive tire options:

23 x 10.50 - 12, turf tread, (6 ply).

23 x 10.50 - 12, bar tread, (6 ply).

24 x 13 - 12, turf tread.

Dimensions Length - 100 IN (254 CM). Width - 51 IN (129.5 CM). Height - 50.5 IN (128 CM). Weight: 1520 LBS (689 KG)

Safety Features Safety interlock system with seat switch connected to neutral lock and PTO switches. Steering levers must be locked in neutral and PTO switch must be off before engine will start.

Controls Hand-operated throttle, ignition switch, PTO clutch switch, pump clutch lever, parking brake lever, attachment lift lever, and auxiliary valve lever. Ignition switch controls solenoid-activated engine shutoff.

Indicators Hour meter, oil pressure warning light, engine heat warning light and alternator warning light. Audible signal for high engine temperature or low engine oil pressure.

ACCESSORIES

72" Quadcyclor™ Rotary Mower

72" Heavy-Duty Dual-Trim Rotary Mower

Range Wing™

Hi-Lift BAC-VAC™

60" Dozer Blade

54" Snow Thrower

ROPS and ROPS/Cab

Specifications subject to change without notice.



- **Liquid-cooled 38 HP Kubota diesel engines, plenty of high-torque power.**
- **Trim Steering™ – true zero-degree turning with the ultimate in lever steering.**
- **Multi-season attachments:**
 - **Hi-Lift BAC-VAC™ – 15-bushel collector**
 - **Range Wing™ – wide-area mower**
 - **Snow removal attachments**
 - **Certified ROPS and ROPS Cab**

Conf. #	Suggested Configurations:	Price
4600A1	Excel Hustler 4600 (925008), w/Wide Turf Tires (6 ply) (499848K), Battery (740704), HD Susp. Seat (306894K), and Hood Kit (318915K)	\$24,467.04
	w/ 72" Quad Deck (925107) w/ 2 Rear Weights (392969), Weight Mount Kit (393082)	

Additional Options

4000A4	4000 ROPS Cab (923771) w/ 4-Post ROPS (924753) w/Heater (397422), Lights Kit (398578), Flasher Light (398628), Beacon Light (075192) and Seat Belt Kit (476713)	Add	\$4,275.18
4000A5	54" Snow Thrower (920504) w/54" Flange Kit (303008K), 3 Additional Rear Weights (392969)	Add	\$4,662.06
4000A1	Hi-Lift BAC-VAC™ (924688) w/72" QC Deck Adapter Kit (468686), 72" Air Flow Kit (470344) Cannot use 306894K HD Suspension Seat.	Add	\$3,505.32
4000A3	60" Dozer Blade (925271) w/ Dozer Blade Mount (313486), Hydraulic Angling (262063)	Add	\$1,554.54

4000-Series Mower Decks

Specifications



- 2-point tool bar for easy mount and dismount.
- Economical Side Discharge Decks offer superb cut.
- The incredible 72-inch Quadcyclor™ Decks give you the option to discharge out the side, rear, recycle, or side and rear simultaneously. You can even recycle some of the clippings while you discharge the rest.
- Heavy-duty, welded-steel construction for durability.
- Easy-to-adjust height adjustment.
- High-lift blades for a clean cut.
- Excellent flotation to prevent turf damage.

General Specifications

Construction 1/8 IN (.3 CM) and 3/16 IN (.5 CM) welded steel with 3/16 IN (.5 CM) steel spindle supports and 5/16 IN (.8 CM) steel gear box mount. Type Front-mounted, floating PTO-drive to gear box, belt drive from gear box to spindles.

Spindle Assemblies Three machined ductile housings, 1 IN (2.5 CM) high carbon steel shaft, two sealed ball bearings, trash guard on cast iron blade saddle, grease zerk. **Gear Box** Heavy-duty, right angle, with spiral bevel gears, 4 Timken cone bearings and cast iron housing. **Drive** BB section V-belt drives all three spindles.

72" Quadcyclor™ Deck

Part Number 925107

Discharge Side, rear, recycle, side and rear, or collect.

Cutting Heights 1 IN (2.5 CM) to 5 IN (13 CM) IN 1/4 IN (6 CM) increments with Heavy-Duty Gauge Wheels. 1 IN (2.5 CM) to 4 IN (10 CM) IN 1/4 IN (6 CM) increments with Standard Gauge Wheels.

Blades Three heavy-duty, heat-treated steel, 24 IN (61 CM) x 2-3/4 IN (7 CM) x .205 IN (.81 CM).

Blade Tip Speed Max. RPM (no load) 15,280 FPM (4,657 M/MIN).

Gauge Wheels Two gauge wheel options: Standard Gauge Wheels; Two steel arm assemblies with bushings and spacer-type height adjustments. Rib tread semi-pneumatic tires. 11.00 x 5.00 x 6 00. Heavy-Duty Gauge Wheels; Two ductile iron arm assemblies with two sealed ball bearings. Over-center-lock on height adjustment. Rib tread pneumatic tires. 13.00 x 5.00 x 6 00. **Arm Adjustment** Left trim side has 3 positions.

Mowing Capability 28 acres per 8-hour day @ 5 MPH (8 KPH).

Dimensions

Length w/tractor 137 IN (348 CM)

Width 72 IN (183 CM). **Width with Deflector** 83 IN (211 CM). **Width of Cut** 69.5 IN (177 CM). **Weight** 460 LBS net (209 KG). **Trim Capability** 18 IN (46 CM) offset left trim edge. Blades positioned to trim within 5/8 IN (1.6 CM) of obstacles.

72" Heavy-Duty Dual-Trim Rotary Mower Deck

Part Number 924563

Discharge Rear.

Cutting Heights 1 IN (2.5 CM) to 5 IN (13 CM) IN 1/4 IN (.6 CM) increments.

Blades Three heavy-duty, heat-treated steel, 24 IN (61 CM) x 2-3/4 IN (7 CM) x .205 IN (.81 CM).

Blade Tip Speed Max. RPM (no load) 15,280 FPM (4,657 M/MIN).

Gauge Wheels Two ductile iron arm assemblies with two sealed ball bearings. Rib tread pneumatic tires. 13.00 x 5.00 x 6.00. Over-center-lock on height adjustment.

Arm Adjustment Left and right arms adjust to 3 positions.

Air Flow Curtain Rubber curtain is bolted directly to the front deck chains and prevents dust and air from escaping out from under the front of the deck greatly improving operator comfort.

Mowing Capability 28 acres per 8-hour day @ 5 MPH (8 KPH).

Dimensions

Length w/tractor 139 IN (353 CM).

Width 72 IN (183 CM) **Width of Cut** 69.5 IN (177 CM) **Weight** 570 LBS net (259 KG).

Trim Capability 9.75 IN (25 CM) offset both sides. Blades positioned to trim within 5/8 IN (1.6 CM) of trees and shrubs.

ACCESSORIES

72" Quadcyclor Deck Air Flow Kit

Part Number 470344. The Air Flow Kit minimizes dust and air from escaping out from under the deck. This greatly improves vacuum to stand grass tall for improved cutting.

72" Quadcyclor Deck Flotation Kit

Part Number 469189 Fits 72" Quadcyclor Deck only. Includes two rear deck mounted caster wheels and additional lift springs for improved weight transfer and flotation in rolling terrain.

Specifications subject to change without notice.

Hi-Lift BAC-VAC™

(4000-Series)



- 15-bushel capacity, mow longer between dumps
- Hydraulic dump over 54" high
- Hopper is mounted behind driver, no loss of maneuverability
- Low maintenance requirements
- Excellent for leaf clean-up in the fall
- Several pick-up options: All clippings can be collected, or all clippings can be recycled/mulched, or part of the clippings can be recycled while the rest are collected. No other vacuum systems offers this versatility!

SPECIFICATIONS

Capacity 15 bushels.

Overall Weight 375 LBS.

Hopper Dimensions Length 50". Width 34". Height 30".

Construction Hopper - 20 gauge steel.

Lift Arms -1/2" x 3" steel.

Safety Features Lock-up pin holds hopper up in fully raised position.

Lift Type Hydraulic cylinder with hand lever control.

Lift Height 54" (Ground to bottom of hopper).

Overall Height in Lowered Position 68".

Overall Length 128" (w/ 60" Quadcycler deck).

Width of 60" Quadcycler Deck w/Blower 72"

Width of 72" Quadcycler Deck w/ Blower 84".

Blower Type 12" diameter, V-belt driven.

Blower Construction Abrasion resistant metal.

Delivery Tube 6" I.D. heavy-duty flexible tube.

Fits 4000-Series tractors.

Quadcycler and Hi-Lift BAC-VAC are registered trademarks of Hustler Turf Equipment manufactured by Excel Industries, Inc.

Specifications subject to change without notice.

4000-Series Winter Attachments



ROPS/ROPS Cab

FEATURES & BENEFITS

- Certified ROPS – assurance of safety
 - Tempered safety glass – huge windows for maximum visibility
 - Lift-off doors – can be installed and removed very easily without tools
 - Large, roomy size – comfortable environment for operator
- Plug and play accessories – light kits, rear wiper pre-wired to control panel for easy installation**
- Foam insulation – helps to deaden sound**
- Standard 26" front wiper – great visibility in the rain and snow**

SPECIFICATIONS

Part Number 924753 ROPS. 923771 Cab panels.

Dimensions Width - 38 IN (96.5 CM) Length - 46.5 IN (94.5 CM) Height - 54.75 IN (223.6 CM). Weight - 158 LBS (71.66 KG).

Construction ROPS 1.5 IN (3.9 CM) square steel tubing. Cab Panels Glass - 7/32 IN (.6 CM) tinted safety glass. Weight - 382 LBS (173.3 KG).

Optional Accessories Lights, Flashers, Beacon Light, Heater and Wiper Kit.

NOTES

- Hustler ROPS are tested to meet SAE and ASAE Safety Standards.

Tractors Available 4600



Tire chains and wheel weights can be added to 4000-Series tractors for additional winter traction.



54" or 60" Snowthrower

FEATURES & BENEFITS

- 54" or 60" width of cut – Wider than competitive units. Also, wider than tractor with 10.5" tires so tractor fits within width of cut.
- 18" diameter, 4 blade fan – high capacity snow throwing.
- Discharge spout can be hydraulically rotated 190 degrees from operator's seat – stay productive without leaving your seat.
- Proven product design – unit has been on the market for years.

SPECIFICATIONS

Part Number 920504 (Snowthrower), 303008K (54-inch Flange Kit), 303016 (60-inch Flange Kit).

Dimensions

Opening (54-inch Model) 54 IN (137 CM) wide x 27 IN (69 CM) high. (60-inch Model) 60 IN (152 CM) wide x 27 IN (69 CM) high.

Construction Housing 16-gauge and 1/8 IN (.3 CM) steel.

Auger 3/16 IN (.5 CM) steel.

16 IN (.5 CM) steel.

Skid Shoes 3/16 IN (.5 CM) hardened steel. Impeller 1/4 IN (.6 CM) steel.

Tool Bar 1/2 IN (1.3 CM) steel and 3 IN (7.6 CM) square steel tubing.

Auger Spindle Cast ductile iron with 1 IN (2.5 CM) high carbon steel shaft, two sealed ball bearings mounted on 1 IN (2.5 CM) steel plate.

Drive Type PTO and V-belt to gearbox, chain and sprocket drives to auger and impeller.

Discharge Spout 9 IN (23 CM) diameter.

Spout Rotation 190°, hydraulically controlled.

NOTES:

- Some Hustler Models require an optional auxiliary hydraulic valve kit in order to utilize the hydraulically controlled spout rotation feature.



60" Snow Blade

FEATURES & BENEFITS

- Long life, heavy-duty construction.
- Spring-loaded blade. Blade snaps back after hitting obstacles for product durability.
- Year-round versatility.
- Replaceable 3/16" steel or optional rubber scraper blade.

Dimensions

60-inch Dozer Blade

Length 60 IN (152 CM).

Depth 18 IN (46 CM).

Net Weight 152 LB (70 KG).

Tool Bar 1/8 IN (.3 CM), 1/4 IN (.6 CM) and 1/2 IN (1.3 CM) steel.

Blade Positioning

Manual Adjustments Five positions: 30° or 15° left, 0° center, 15° or 30° right. Optional Hydraulic Positioning Cylinder Kit P/N 262063 works on both 60" and 72" models. Angles 30° right or left. Auxiliary hydraulic valve kit may be needed on certain Hustler models. Optional Rubber Wear Plate available.

Blade Flotation Spring-loaded flotation.

Specifications subject to change without notice.

4000-Series Accessories



Seat Options

FEATURES & BENEFITS

- Even our least expensive seat features fore and aft adjustment and armrests as standard equipment.
- Heavy-Duty Suspension Seat features weight and fore and aft adjustment and a high back for superior comfort.



Tires and Stance Options

FEATURES & BENEFITS

- Four drive tire options to fit your traction and flotation needs:
 - 23 x 10.50 – 12, turf tread.
 - 23 x 10.50 – 12, bar tread.
 - 26 x 12 – 12, turf tread.



ROPS

FEATURES & BENEFITS

- ANSI certified for an assurance of safety.
- 2-Post ROPS for Z, Super Z
- 4-Post ROPS for 4000-Series.



Rear Weights

FEATURES & BENEFITS

- Improve traction and slope performance.
- 4000-Series shown



Air Scoop

FEATURES & BENEFITS

- 4000-Series only.
- Draws clean air from behind driver's seat, recommended for rear-discharge decks and RangeWings™.
- Hinged for easy access to engine compartment.

Rear Stack Weight Recommendations

4000 Series

Weight range depends on customer preference, terrain, and type of attachment being used. Rear weights for Excel tractors are recommended when using the following attachments:

Hustler Attachment	*4600
72" QC	2
72" HDDT Deck	3
Snow Thrower & ROPS Cab	5

Notes: *Order one mount kit (P/N 393082) for each 4000-Series tractor.
Up to five (5) weights can be added to the tractor.
Do not use weights with the Hi-Lift BAC-VAC™, or Range Wing™ attachments.

Warranties

WHO MUST PERFORM THE WARRANTY SERVICE

All warranty service will be performed by dealers authorized by Hustler Turf Equipment. Service calls and/or transportation expense of the product to and from the authorized dealer, for warranty work, will be paid by the owner of the product. For warranty service you can contact an authorized dealer or write Hustler Turf Equipment, 200 South Ridge Road, Hesston, Kansas 67062, or call 1-620-327-4911.

WHAT IS NOT COVERED BY THIS WARRANTY

Hustler Turf Equipment, does not warranty:

- Some product, components or parts not manufactured by Hustler Turf Equipment
- Repairs made by unauthorized persons
- Damage caused by use of the Hustler Turf Equipment for purposes other than those for which it was designed
- Damages caused by disasters such as fire, flood, wind, and lightning
- Damages caused by neglect, abuse, abnormal use, improper or unreasonable use, accident, negligence or misuse
- Repairs or replacement resulting from the use of unauthorized parts, accessories or attachments
- Repairs or replacement as the result of any alterations or modifications, in the determination of Hustler Turf Equipment, which adversely affects the operation, performance or durability of the equipment.
- Hustler Turf Equipment which has the serial number removed or made illegible
- Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow the product's owner's manual operating, maintenance and adjustment instructions or other operational instructions provided by Hustler Turf Equipment.
- Normal maintenance parts and service including, but not limited to, filters, fuel, lubricants, tune-up parts, belts, blades, blade sharpening, bearings, brake or steering adjustments
- Repairs necessary due to improper fuel, contaminates in the fuel system, or failure to properly prepare the fuel system prior to any period of non-use over three months

DISCLAIMER OF WARRANTY

The foregoing warranties are in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. However, if the Hustler Turf Equipment is purchased as a consumer product, any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

LIMITATION OF REMEDIES

In no case shall Hustler Turf Equipment, be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

Such damages include, but are not limited to:

- Loss of profits
- Loss of savings or revenue
- Loss of use of Hustler Turf Equipment or any associated equipment
- Cost of capital
- Cost of any substitute equipment, facilities, services or downtime
- The claims of third parties including customers, and injury to property

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TIME LIMIT

Any action for breach of warranty must be commenced within twenty-five (25) months following delivery of the goods in a non-rental application. Any action for breach of warranty must be commenced within 120 days following delivery of the goods in a rental application.

NO OTHER WARRANTIES

Unless modified in writing, signed by both parties, and approved by the President of Hustler Turf Equipment, this agreement is understood to be the complete and exclusive agreement between the par-

ties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of Hustler Turf Equipment, or any other party is authorized to make any warranty in addition to those made in this agreement.

ALLOCATION OF RISKS

This agreement allocates the risks of product failure between Hustler Turf Equipment, and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods.

OWNER'S RESPONSIBILITY

You must maintain your Hustler Turf Equipment product following the maintenance procedures described in your owner's manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense.

This machine like any other powered equipment is potentially dangerous unless properly operated. Any operator must be cautious and keep safety in mind at all times. Any operator, prior to using the Hustler Turf Equipment, should thoroughly familiarize himself with the owner's manual regarding operation and safety of the machine, as well as all safety warnings on the machine itself.

WARRANTY REGISTRATION

1. The Warranty registration form MUST be completed and signed by the authorized dealer and original purchaser.
2. For validation, the completed Warranty registration form MUST be forwarded to Hustler Turf Equipment, within ten (10) days following date of purchase.
3. The date of purchase constitutes delivery.

HYDRO WALKBEHIND

Two-year limited warranty for power units and decks (three-year (1200 hours of use) limited warranty on deck spindle bearing and deck gauge fork bearing)

WHAT IS COVERED BY THIS WARRANTY: Hustler Turf Equipment, makes the following warranty to the original purchaser only:

a. First and Second Year: Hustler Turf Equipment Tractors and Power Units are warranted for two (2) years or 1200 hours of use, whichever comes first, from date of delivery on all materials and workmanship.

If the Purchaser discovers within this warranty period a defect in materials or workmanship.

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than twenty-five (25) months from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will correct any defect in material or workmanship on the Hustler Turf Equipment, with either new or used replacement parts.
- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment, and,

b. Third Year: At the conclusion of the two year limited warranty, if the 1200 hour of use limit has not been reached, described in paragraph (a) above, there shall be an additional one year limited warranty on deck gauge fork bearings and deck spindle bearings

only, no labor. The third year of the warranty will be in effect until the 1200 hour of use limit is attained or the third year from the date of delivery is reached, whichever comes first.

If the Purchaser discovers within this warranty period a defect in either of these bearings:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than thirty-seven (37) months from date of delivery.
 - Within a reasonable time after such notification, Hustler Turf Equipment, will provide new replacement bearing to install on the Hustler Turf Equipment.
 - The installation of the deck gauge fork bearing and deck spindle bearing shall be at the expense of the owner, and,
- c. Rental Units (90 days): Within 90 days of date of delivery Hustler Turf Equipment, provides a limited warranty on all materials and workmanship for units used for rental purposes.
- If the Purchaser discovers within this warranty period a defect in materials or workmanship.

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than twenty-five (25) months from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will correct any defect in material or workmanship on the Hustler Turf Equipment, with either new or used

replacement parts.

- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment, and,
- d. Hustler Turf Equipment provides a limited warranty for the entire length of ownership by the original purchaser for the following items:
- Against all defects in the main frame resulting from frame breakage (deck carrier frame excluded).
 - Against all defects in the mowing deck which results in the front edge of the deck being bent into the blades.

If the original Purchaser discovers within this warranty period such a defect:

- He must promptly notify Hustler Turf Equipment or an authorized dealer, in writing of the defect. Such notification must be received by Hustler Turf Equipment or an authorized dealer during the period when the equipment is owned by the original purchaser.
 - Hustler Turf Equipment will repair any defect in the frame resulting in frame breakage with either new or used replacement parts.
 - Such repair, including parts and labor, shall be at the expense of Hustler Turf Equipment, and,
- e. The engine is covered by a two (2) year limited warranty, by the engine manufacturer, to the original owner (commercial or residential) only, and,
- f. The battery is covered by a one (1) year limited warranty to the original owner only.

Warranties

HUSTLER Z, SUPER Z, MINI Z AND SUPER MINI Z

Two-year limited warranty for tractors and decks (three-year (1200 hours of use) limited warranty on deck spindle bearing and deck gauge fork bearing)

WHAT IS COVERED BY THIS WARRANTY

Hustler Turf Equipment, makes the following warranty to the original purchaser only:

a. First and Second Year: Hustler Turf Equipment Tractors and Power Units are warranted for two (2) years or 1200 hours of use, whichever comes first, from date of delivery on all materials and workmanship.

If the Purchaser discovers within this warranty period a defect in materials or workmanship:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than twenty-five (25) months from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will correct any defect in material or workmanship on the Hustler Turf Equipment, with either new or used replacement parts.
- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment, and,

b. Third Year: At the conclusion of the two year limited warranty, if the 1200 hour of use limit has not been reached, described in paragraph (a) above, there shall be an additional one year limited warranty on deck gauge fork bearings and deck spindle bearings

only, no labor. The third year of the warranty will be in effect until the 1200 hour of use limit is attained or the third year from the date of delivery is reached, whichever comes first.

If the Purchaser discovers within this warranty period a defect in either of these bearings:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than thirty-seven (37) months from date of delivery.
 - Within a reasonable time after such notification, Hustler Turf Equipment, will provide new replacement bearing to install on the Hustler Turf Equipment.
 - The installation of the deck gauge fork bearing and deck spindle bearing shall be at the expense of the owner, and,
- c. Rental Units (90 days): Within 90 days of date of delivery Hustler Turf Equipment, provides a limited warranty on all materials and workmanship for units used for rental purposes.
- If the Purchaser discovers within this warranty period a defect in materials or workmanship:
- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than 120 days from date of delivery.
 - Within a reasonable time after such notification, Hustler Turf Equipment, will correct any defect in material or workmanship on the Hustler Turf Equipment, with either new or used replacement parts.
 - Such repair, including parts and labor shall be at the expense

of Hustler Turf Equipment, and,

d. Hustler Turf Equipment provides a limited warranty for the entire length of ownership by the original purchaser for the following items:

- Against all defects in the frame resulting from frame breakage.
- Against all defects in the mowing deck which results in the front edge of the deck being bent into the blades.
- Against hydraulic hose and fitting leaks.

If the original Purchaser discovers within this warranty period such a defect:

- He must promptly notify Hustler Turf Equipment or an authorized dealer, in writing of the defect. Such notification must be received by Hustler Turf Equipment or an authorized dealer during the period when the equipment is owned by the original purchaser.
- Hustler Turf Equipment will repair any defect in the frame resulting in frame breakage with either new or used replacement parts.
- Such repair, including parts and labor, shall be at the expense of Hustler Turf Equipment, and,

e. The engine is covered by a two (2) year limited warranty, by the engine manufacturer, to the original owner (commercial or residential) only, and,

f. The battery is covered by a one (1) year limited warranty to the original owner only.

4000-SERIES

Two-year limited warranty for tractors and power units.

WHAT IS COVERED BY THIS WARRANTY

Hustler Turf Equipment, makes the following warranty to the original purchaser only:

a. First Year: Hustler Turf Equipment Tractors and Power Units are warranted for one (1) year or 1200 hours of use, whichever comes first, from date of delivery on all materials and workmanship.

If the Purchaser discovers within this warranty period a defect in materials or workmanship:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than thirteen (13) months from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will correct any defect in material or workmanship on the Hustler Turf Equipment, with either new or used replacement parts.
- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment, and,

b. Second Year: At the conclusion of the one year limited warranty, if the 1200 hour of use limit has not been reached, described in paragraph (a) above, there shall be an additional one year limited warranty on all defects in materials and workmanship in the covered drive train only (see Covered Drive Train Description). The second year of the warranty will be in effect until the 1200 hour of use limit is attained or the second year from the date of delivery is reached, whichever comes first.

If the Purchaser discovers within this warranty period a defect in materials or workmanship in the covered drive train:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than 120 days from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will provide either new or used replacement parts and labor to correct any defect in material or workmanship in the covered drive train on the Hustler Turf Equipment.
- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment, and,

c. Rental Units (90 days): Within 90 days of date of delivery Hustler Turf Equipment, provides a limited warranty on all materials and workmanship for units used for rental purposes.

If the Purchaser discovers within this warranty period a defect in materials or workmanship:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than 120 days from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will repair any defect in material or workmanship on the Hustler Turf Equipment, with either new or used replacement parts.
- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment.

COVERED DRIVE TRAIN DESCRIPTION

Covered drive train components include and are limited to hydraulic pumps and wheel motors. However, such definition shall not include fittings, hoses, or seals utilized on the Hustler Turf Equipment and shall be specifically excluded hereunder.

ONE YEAR LIMITED WARRANTY FOR DECK, ATTACHMENTS, AND ACCESSORIES

(three-year (1200 hours of use) limited warranty on deck spindle bearing and deck gauge fork bearing)

WHAT IS COVERED BY THIS WARRANTY

Hustler Turf Equipment, makes the following warranty to the original purchaser only:

a. First Year: Hustler Turf Equipment Decks, Attachments and Accessories are warranted for one (1) year or 1200 hours of use, whichever comes first, from date of delivery on all materials and workmanship.

If the Purchaser discovers within this warranty period a defect in materials or workmanship:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than thirteen (13) months from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will correct any defect in material or workman-

ship on the Hustler Turf Equipment, with either new or used replacement parts.

- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment, and,

b. Second & Third Year: At the conclusion of the one year limited warranty, if the 1200 hour of use limit has not been reached, described in paragraph (a) above, there shall be an additional two year limited warranty on deck gauge fork bearing and deck spindle bearings only, no labor. The second and third year of the warranty will be in effect until the 1200 hour of use limit is attained or the third year from the date of delivery is reached, whichever comes first.

If the Purchaser discovers within this warranty period a defect in these bearings:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than thirty-seven (37) months from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will provide new replacement bearings to install on the Hustler Turf Equipment.
- The installation of the deck gauge fork bearing and deck spindle bearings shall be at the expense of the owner, and,

c. Rental Units (90 days): Within 90 days of date of delivery Hustler Turf Equipment, provides a limited warranty on all materials and workmanship for units used for rental purposes.

If the Purchaser discovers within this warranty period a defect in materials or workmanship:

- He must promptly notify Hustler Turf Equipment, or an authorized dealer, in writing of the defect. In no event shall such notification be received by Hustler Turf Equipment, or an authorized dealer later than 120 days from date of delivery.
- Within a reasonable time after such notification, Hustler Turf Equipment, will repair any defect in material or workmanship on the Hustler Turf Equipment, with either new or used replacement parts.
- Such repair, including parts and labor shall be at the expense of Hustler Turf Equipment.



HUSTLER®

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