

AGREEMENT TO DONATE/SELL EQUIPMENT

The _____
(Fire protection district/city/village/other entity)

Hereinafter called Donor/Seller agrees to transfer ownership of the equipment identified in Schedule 1 as attached hereto, to _____
(Fire protection district/city/village/other entity)

Hereinafter called Recipient:

Donor/Seller agrees to disclose to Recipient, any known defects in the equipment. It is the obligation and duty of Recipient to inspect the equipment prior to accepting it. If Recipient accepts the equipment, Recipient accepts such equipment in "AS-IS" condition. Said equipment is provided without any warranty whatsoever either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Recipient agrees to defend, indemnify and hold Donor/Seller harmless for any action arising from the ownership, use, operation or possession of the equipment after Recipient takes possession.

Donor/Seller warrants that it has authority under the laws of the State of Illinois and its ordinances and has by resolution authorized the transfer of the ownership of the equipment to the Recipient.

By affixing their signatures below the signatories represent that they have authority on behalf of their unit of local government to enter into this agreement.

(Signature Recipient)

(Signature Donor/Seller)

(Title)

(Title)

(Date)

(Date)