

EQUIPMENT DONATION AGREEMENT

This Equipment Donation Agreement (this "Agreement") is entered into by and between City of Snyder, Texas ("Donor") and Lake Sweetwater Volunteer Fire Department ("Donee") and their heirs and assigns.

1. AGREEMENT: Donor hereby donates, conveys and transfers to Donee all rights, title, and interest in and to that certain HURST jaws of life set, which was acquired by Donor in approximately 1983 and includes the following: (1) Spreader (serial # not visible, possibly worn off or never had), (1) Cutters, SN# 20974, (1) Hydraulic Pump, SN# GJACA 1007015, (1) Power Plant (Motor), Model # GSV-190, (3) Hydraulic Hoses, (1) Chain Kit, and (2) Extra Tips for Spreader; (collectively the "Equipment").

2. DELIVERY AND ACCEPTANCE: By taking possession of the Equipment, with such possession of the Equipment being acceptance of same, Donee acknowledges that the Equipment is in its current order and condition.

3. TAXES AND LICENSES: All taxes and license fees, if any, and other expenses associated with the donation of Equipment shall be paid by Donee.

4. "AS IS" CONDITION OF EQUIPMENT: Donor makes no warranties regarding the condition of the Equipment or the suitability of such Equipment for a particular purpose. The Equipment is donated in "as is-where is" condition. **DONOR RECOMMENDS IMMEDIATE SERVICING OF THE EQUIPMENT BY QUALIFIED PERSONNEL BEFORE ANY USE.**

5. RELEASE AND INDEMNIFICATION: **The Donee does hereby indemnify, hold harmless, release and defend the Donor and its officers, servants, employees, successors, assigns, contractors and agents of and from any and all claims, demands, expenses, costs, liabilities, third party claims, attorney's fees and causes of action of any kind whatsoever arising out of any action taken relating to the Equipment including, without limitation, any claim, demand, liability, loss, damage or expense, including attorney's fees, arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by or relating in any manner to the Equipment or any use of the Equipment INCLUDING ANY CLAIMS OR CAUSES OF ACTION BASED ON THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY OF SNYDER.**

6. GOVERNING LAW; VENUE. This Agreement is executed in Texas, and all rights and liabilities under this Agreement shall be determined in accordance with the laws of Texas. Venue for any legal proceeding shall lie in Scurry County, Texas.

EFFECTIVE as of the ____ day of _____, 2021

DONOR:

City of Snyder, Texas

DONEE:

Lake Sweetwater VFD

By: Merle Taylor, City Manager
1925 24th St
P.O. Box 1341
Snyder, Texas 79550-1341

By: Terry Armstrong
PO Box 604
Sweetwater, Texas 79556

STATE OF TEXAS §

COUNTY OF SCURRY §

Before me, the undersigned notary public, on this day personally appeared Merle Taylor, City Manager of the City of Snyder, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as City Manager of the City of Snyder, Texas for the purposes and consideration therein expressed.

Given under my hand and seal of office this ___ day of _____, 2021.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF NOLAN §

Before me, the undersigned notary public, on this day personally appeared Terry Armstrong, _____ of the Lake Sweetwater Volunteer Fire Department, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as _____ of the Lake Sweetwater Volunteer Fire Department for the purposes and consideration therein expressed.

Given under my hand and seal of office this ___ day of _____, 2021.

Notary Public, State of Texas
My commission expires: _____