DECLARATION AND ACCEPTANCE OF GIFT

This DECLARATION AND ACCEPTANCE OF GIFT is made and entered into this _____ day of ______________, 20____ by and between ______________________________, County of ________________, State of _______________ ("Donor") and ______________________________, County of ________________, State of _______________ ("Donee");

WHEREAS, Donor is the owner of the following personal property ("property"), to-wit: _____________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________

______________________________________________________, and

WHEREAS, Donor does hereby give and deliver the property to Donee pursuant to the terms and conditions hereof, and

WHEREAS, Donee does hereby accept the gift and deliverance of the property pursuant to such terms and conditions, and

WHEREAS, the property has no monetary or other value to Donor and causes Donor unnecessary and ongoing maintenance and storage expenses and concerns, and

WHEREAS, Donee believes that the property will be useful and beneficial to it,
NOW THEREFORE, Donor and Donee do hereby state and agree to the following terms and conditions:

1. Donor has hereby given and delivered the property to Donee in “as is” condition and the property has hereby been accepted and received by Donee from Donor in such condition.

2. All of the incidents of ownership in the property have hereby been vested in Donee.

3. Donor has made no representations or warranties, express or implied, to Donee or to any other entity regarding the fitness or suitability of use of the property for any purpose. Donor states the following is a list of known problems or defects with the property:  (if none, state none known):

   ___________________________________________________
   ___________________________________________________
   ___________________________________________________
   ___________________________________________________
   ___________________________________________________
   ___________________________________________________

4. Donee hereby states that it will use the property only for municipal purposes.

5. Donee hereby agrees to indemnify and hold harmless Donor and its council persons, trustees, directors, officers, employees, agents and other persons holding comparable positions from and against all claims, damages, losses, and expenses in including but limited to reasonable attorney fees, expert witness fees and court costs arising out of any use, misuse, or lack of use of the property.
____________________, Donor
by: ______________________
Title: ____________________

____________________, Donee
by: ______________________
Title: ____________________