

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 know 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: _____