

LEHIGH UNIVERSITY EQUIPMENT TRANSFER AGREEMENT

This Equipment Transfer Agreement is made and entered into this ____ day of _____, 200_,
by and between Lehigh University (“Donor”) and _____
_____ (“Donee”).

Equipment Description: _____

Removal by: _____, 200_

Terms and Conditions:

On the terms and subject to the conditions set forth herein, Donor agrees to donate and Donee agrees to take possession of the above equipment “AS IS” and in its present condition without any representations or warranties, expressed or implied, including the implied warranties of fitness for a particular purpose or merchantability. Donee acknowledges that Donor has made no statements or representations inconsistent with the transfer of the equipment on an “AS IS” basis and that Donee shall receive all rights, titles and interest in the above equipment. Further, consistent with the transfer, Donor shall have no obligations for the repair, maintenance, or for any other obligations with respect to this equipment.

To the extent allowed by State law, the Donee agrees to indemnify and hold harmless Donor, its agents, servants, and employees from any and all loss, damage, liability or expense, including attorney’s fees, including but not limited to all claims for damages on account of or reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or in connection with Donee’s use, possession, ownership, or future sale/disposal of the equipment.

Donee or Donee’s representative(s) entering the premises to inspect or remove the equipment assume all risks of damage, injury, or loss to person or property, and agree to hold Donor free and harmless from any and all claims which may arise from any cause. When requested by Donor, Donee agrees to evidence adequate insurance coverage for any or all operations involved with the removal of equipment.

Donee agrees to comply with all Federal, State, and Local regulations governing the disposal of this equipment.

Expenses incurred in connection with the handling and removal of the equipment will be the responsibility of the Donee.

If the Donee fails to remove the property within the time specified, the Donor reserves the right, upon written notice to the Donee, to sell or otherwise dispose of the equipment. The rights and remedies of Donor, provided this clause shall not be exclusive, are in addition to any other rights and remedies provided by law or under contract.

DONOR: LEHIGH UNIVERSITY

DONEE: _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

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Rev 2: 07/05/2001