

## BILL OF SALE AND HOLD HARMLESS AGREEMENT

In consideration of Buyers live fire training services commencing July 1, 2021 and terminating on June 30, 2026 at no cost to the Enumclaw Fire Department and for additional good and valuable consideration received (specifically including but not limited to Buyer's waiver of claims against the District and the absence of a warranty) the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the ENUMCLAW FIRE DEPARTMENT, a Washington municipal corporation, ("District") does hereby sell, assign, convey, transfer and deliver to: "Buyer" One **1991 SEAGRAVE FIRE ENGINE VIN# #1F9EW28J3MCST2077**, together with all attached equipment the "Vehicle". Which has been found to be surplus to the District's needs.

The current mileage of the Vehicle is 65,178

The District hereby warrants to Buyer that immediately prior to the delivery of this Bill of Sale, the District was the owner of the full legal title to the described Vehicle and that the District had the lawful right to sell the same and that good and clear title to the Vehicle is hereby vested in Buyer free and clear of all liens, claims, encumbrances, and rights of others. The District makes no representations regarding the condition of the Vehicle or the existence of known or hidden defects. The District makes no warranty with respect to the Vehicle and Buyer warrants that it has inspected the described Vehicle, is aware of any defects in such Vehicle, and has determined that the Vehicle is in a reasonable safe condition for Buyer's use. **THE VEHICLE IS OUT OF SERVICE AND MAY NOT MEET ANY CURRENT STATE OR FEDERAL SAFETY STANDARDS.**

**Buyer accepts the Vehicle "as is," and the District makes no warranty of any kind, express or implied, or arising by operation of law, by course of dealing or arising by performance, trade practice, or otherwise. The District disclaims all other warranties, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Repair or replacement of defective parts shall be the sole obligation of Buyer. In no event shall the District be liable for direct, indirect, incidental, exemplary, consequential, or special damages arising in any manner whatsoever out of the Buyer's possession, control or use of the Vehicle, even if the District had been previously advised of the possibility of that damage. The District's maximum liability shall in no event exceed the price of the surplus Vehicle specified herein. No person has authority to make any claim, representation, warranty, promise, guarantee or commitment on behalf of the District that is not expressed in this agreement. THE BUYER SPECIFICALLY ACKNOWLEDGES THAT THE VEHICLE MAY NOT MEET ANY CURRENT STATE OR FEDERAL SAFETY STANDARDS.**

BY SIGNING THIS AGREEMENT, THE BUYER AFFIRMS:

- 1) That the District has made Buyer aware that the Vehicle to be sold under this agreement is used and has been determined by the District to be surplus to the District's needs.

- 2) That the Buyer has been given ample opportunity to inspect the Vehicle and has in fact inspected the Vehicle referred to in this Agreement, is aware of any defects and accepts the Vehicle "as is."
- 3) That the Buyer has independently found the Vehicle to meet or exceed Buyer's requirements and standards.
- 4) That the Buyer agrees to the terms of this Agreement.

IN CONSIDERATION OF RECEIVING THE VEHICLE BUYER AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST THE FULL AMOUNT OF ANY AND ALL COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS INCIDENT TO ANY SUIT, ACTION, INVESTIGATION OR OTHER PROCEEDING), DAMAGES AND LOSSES, SETTLEMENTS, REDUCTIONS OR OTHER ADVERSE EFFECTS ARISING OUT OF OR RESULTING FROM ANY FUTURE CLAIMS RELATING TO THE VEHICLE AND THE USE OF THE VEHICLE.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PURCHASER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Hold Harmless Agreement to be executed and delivered in its name this \_\_\_\_ day of June 14<sup>th</sup>, 2021.

**Enumclaw Fire Department**

**City of Buckley**

By: Randy Fehr  
 Print Name: Randy Fehr  
 Its: Fire Chief

By: E. Skogen  
 Print Name: ERIC SKOGEN  
 Its: Fire Chief