

CERTIFICATIONS AND AGREEMENTS

- (a) THE TRANSFEREE CERTIFIES THAT:
- (1) It is a civic organization or a nonprofit institution or organization, exempt from taxation under the Internal Revenue Code and/or the regulations of the CITY OF LUBBOCK; or is a governmental agency.
 - (2) If a civic organization, the property is needed and will be used by the recipient for carrying out or promoting for the residents of the CITY OF LUBBOCK one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for the furtherance of the purposes of the CITY OF LUBBOCK. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the CITY OF LUBBOCK.
 - (3) Funds are available to pay all costs and charges incident to transfer.
- (b) THE TRANSFEREE AGREES TO THE FOLLOWING CONDITIONS:
- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the transferee shall immediately notify the CITY OF LUBBOCK, and at the transferee's expense, return such property to the CITY OF LUBBOCK, or otherwise make the property available for transfer or other disposal by the CITY OF LUBBOCK, provided the property is still usable as determined by the CITY OF LUBBOCK.
 - (2) In the event the property is not so used or handled as required by (b)(1), title and right to the possession of such property shall at the option of the CITY OF LUBBOCK revert to the CITY OF LUBBOCK and upon demand the transferee shall release such property to such person as the CITY OF LUBBOCK or its designee shall direct.
- (c) THE TRANSFEREE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:
- (1) From the date it receives the property listed heron and through the period(s) of time the conditions imposed by (b) remain in effect, the transferee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the CITY OF LUBBOCK, without the prior approval of the CITY OF LUBBOCK under (b). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by the CITY OF LUBBOCK, shall be remitted promptly by the transferee to the CITY OF LUBBOCK, as the case may be.
 - (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the transferee from the date it receives the property through the period(s) of time the conditions imposed by (b) remain in effect, without prior approval of the CITY OF LUBBOCK, the transferee, at the option of the CITY OF LUBBOCK shall pay to the CITY OF LUBBOCK, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by the CITY OF LUBBOCK.
 - (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the transferee for the purpose(s) for which acquired, the transferee shall promptly notify the CITY OF LUBBOCK, and shall, as directed by the CITY OF LUBBOCK, return the property to the CITY OF LUBBOCK, release the property to another transferee or a department or agency of the CITY OF LUBBOCK, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the transferee to the CITY OF LUBBOCK.
 - (4) The transferee shall make reports to the CITY OF LUBBOCK on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the CITY OF LUBBOCK.
 - (5) At the option of the CITY OF LUBBOCK, the transferee may abrogate the conditions set forth in the terms, reservations, and restrictions pertinent thereto in (c) by payment of an amount as determined by the CITY OF LUBBOCK.
- (d) THE TRANSFEREE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:
- (1) The property acquired by the transferee is on an "as is, where is" basis, without warranty of any kind, and the CITY OF LUBBOCK, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the transfer of the property, its use, or final disposition.
 - (2) Where a transferee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to transferred property with unexpired terms, conditions, reservations or restrictions occurs, the CITY OF LUBBOCK, as the case may be, will be entitled to reimbursement from the transferee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed transferred items.

DESCRIPTION OF TRANSFERRED PROPERTY

NAME OF ORGANIZATION (TRANSFEREE)

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

TITLE

MAIL COMPLETED FORMS TO: CITY OF LUBBOCK PURCHASING MANAGER, BOX 2000, LUBBOCK, TX 79457.