**Transfer of Ownership Agreement /**

**Equipment Receipt & Acceptance**

This transfer of Ownership Agreement (“Ownership Agreement”) is executed by and between The City of Norton Shores & (“Add Buyer Here”).

In consideration of the mutual promises, obligations, representations, and assurances in the Ownership Agreement, The City of Norton Shores agrees to the following terms and conditions:

**Items/equipment of Purchase**

Ø  **Medtronic Lifepak 1000 AED**

o   **Qty                          \_\_\_\_\_\_\_\_\_\_\_\_\_**

o   **Price Per Unit       \_\_\_\_\_\_\_\_\_\_\_\_\_**

1.  **Acceptance of  Equipment and Purchase Price**:

Ø  By signing this Ownership Agreement, (“Add Buyer Here”) accepts the equipment in its current condition, “AS IS” and at the agreed upon price, acknowledging that it had an opportunity to inspect the equipment.  Upon execution, the sale will be final.

2. **Political Subdivisions Responsibilities:**

Ø  Upon execution of this Ownership Agreement, (“Add Buyer Here”) shall be solely responsible for the Equipment, including but not limited to the following:

o   Operation of the Equipment;

o   Maintenance and repair of the Equipment;

o   Replace or Repair of the Equipment which is willingly or negligently lost, stolen, damaged,

or destroyed;

o   Investigate, fully document, and make part of the official Grant Program records and loss, damage, or theft of the Equipment;

o   Insurance for the Equipment if deemed appropriate in its discretion;

o   Training for the use of the Equipment; and

o   Completion of any reporting requirements set forth by the Granting Organizations, including The City of Norton Shores.

Ø   (“Add Buyer Here”) shall be solely responsible for all costs, fines, and fees associated with the use and misuses of the Equipment, including but not limited to, costs for replacing the Equipment or cost, fines, or fees associated with an ineligible use determination.

3.  **No Third Party Beneficiaries**:

Ø  Except as provided for the benefit of the Parties, this Ownership Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

4.   **Reservation of Rights**:

Ø  This Ownership Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.

5.  **No Implied Waiver**:

Ø  Absent a written wavier, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Ownership Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Ownership Agreement.  No waiver of any term, condition, or provision of this Ownership Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed to construed as a continuing waiver of any term, condition, or provision of the Ownership Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Ownership Agreement.

6.  **Severability**:

Ø  If a court of competent jurisdiction finds a term, or condition, of this Ownership Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Ownership Agreement.  All other terms, conditions, and provisions of this Ownership Agreement shall remain in force.

7.  Governing Law:

Ø  This Ownership Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

8.  Agreement Modifications or Amendments:

Ø  Any modifications, amendments, recessions, waivers, or releases to this Ownership Agreement must be in writing and executed by both parties.

9.  Entire Agreement:

Ø  This Ownership Agreement represents the entire agreement and understanding between the Parties.  This Ownership Agreement supersedes all other oral or written agreements between the parties. The language of this Ownership Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The individual or official executing this Ownership Agreement certifies that by his or her signature that he or she is authorized to sign this Ownership Agreement and bind The City of Norton Shores and (“Add Buyer Here”) to the terms and conditions of this Ownership Agreement.

The City of Norton Shores:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

City of Norton Shores Representative Signature

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                                       Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

Buyer Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                       Print Name