

## **BILL OF SALE**

SELLER: FRASER PUBLIC SCHOOLS

PURCHASER: \_\_\_\_\_

DESCRIPTION  
OF PROPERTY: \_\_\_\_\_  
\_\_\_\_\_(the "Property")

DATE: \_\_\_\_\_

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. In consideration of \$\_\_\_\_\_ paid by Purchaser to Seller for the Property, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, convey and transfer the above-described Property to Purchaser "AS IS" WITH NO WARRANTY, either expressed or implied, as of the date of this Agreement. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES WITH RESPECT TO MAINTENANCE OF THE ABOVE-DESCRIBED PERSONAL PROPERTY.
2. Purchaser hereby expressly remises, releases and forever discharges Seller, its Board of Education and each member thereof, its administrators, employees and agents, past, present, and future, of and from any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, injuries, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with Purchaser's removal and transportation from the Seller's property, use, maintenance or resale of the above-described Property or Purchaser's employees, contractors, licensees or invitees use, maintenance or resale of the above-described Property.
3. Purchaser hereby agrees to indemnify and hold harmless FRASER PUBLIC SCHOOLS, its Board of Education and each member thereof, its administrators, employees and agents, past, present, and future, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, injuries, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with Purchaser's removal and transportation from the Seller's property, use, maintenance or resale of the above-described

Property or Purchaser's employees, contractors, licensees or invitees use, maintenance or resale of the above-described Property.

- 4. This Bill of Sale constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Agreement may be amended only by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale effective as of the date first set forth above.

**SELLER:**

**PURCHASER:**

**FRASER PUBLIC SCHOOLS**

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_