



## SURPLUS TERMS & CONDITIONS AND RELEASE OF LIABILITY

In consideration for access to the facilities provided by the West Valley-Mission Community College District, \_\_\_\_\_ (Recipient/Organization) has agreed to participate in the District's distribution of surplus (Services) on \_\_\_\_\_ (Date).

- All property is offered "as is" with no warranty expressed or implied.
- Most items offered are used and may contain defects not immediately detectable. Please inspect items prior to removal.
- If you will be sending a third party to pick up items, make sure they have obtained a detailed list of the expected items. Notification and detailed information of third party must be arranged in advance. Please ensure third party has the following insurance requirements: (a) Commercial General Liability: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage. (b) Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
- Pick up to be scheduled at a mutually agreed upon time during District's standard business operations.
- Parking permits and campus maps with ingress/egress information will be provided prior to entering the District's property. Make sure parking permits are properly displayed.
- **Recipients of goods will be responsible for all packing, loading and transporting of the property. District personnel and equipment will not be available to assist. Please be sure to bring adequate work equipment and staff to expedite removal. \_\_\_\_\_(initial)**

Recipient is considered an independent contractor and is not an employee, officer, partner, agent, or joint venture of the District by virtue of this Document. Nothing in this Document shall be construed to mean the District retains any control over the manner.

Recipient acknowledges and accepts all known and unknown risks associated with the Services. RECIPIENT AGREES TO ASSUME ANY AND ALL RISKS OF PHYSICAL OR EMOTIONAL INJURY AND ANY RESULTS FROM ANY INJURY.

Recipient releases, discharges, waives and relinquishes forevermore all claims or actions that he/she may have against the District, its trustees, officers, agents, contractors, employees, and Recipient for bodily injury, emotional distress, property damage, wrongful death, and/or any other harm or damage occurring to me arising out of or in any way connected to the Services, including, but not limited to, those claims or actions arising out of any negligence on the part of the District, its trustees, officers, agents, contractors, employees. It is the intent to exempt and relieve the District, and its trustees, officers, agents, contractors, employees, from liability for personal injury, emotional distress, property damage or wrongful death caused by negligence.

Recipient agrees to indemnify, defend, and save and hold harmless the District, and its trustees, officers, agents, contractors, employees, and Recipient from any and all liability, actions, causes of actions, debts, claims, or demands of any kind and nature whatsoever, including any claim that Recipient infringed a third party patent or copyright or other intellectual property right or failed to obtain appropriate licenses, which may arise by or in connection with the Services or Recipient's actions or conduct during or related to the Services. This provision shall survive the termination or expiration of this Document.

***I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.***

Print Recipient's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Organization: \_\_\_\_\_ Phone: \_\_\_\_\_

Recipient's Legal Authorized Signature: \_\_\_\_\_