

BILL OF SALE AND INSTRUMENT OF ASSIGNMENT

This Bill of Sale and Instrument of Assignment (this "Bill of Sale") is made as of _____, 20____ (the "Effective Date") by and between Buchanan County Emergency Management, a local County Government ("Purchaser") and the City of Independence, a local City Municipal Government ("Seller").

1. Conveyance of DJI Matrice 300 Drone. The Seller hereby sells, assigns, transfers, conveys, and delivers to the Purchaser the DJI Matrice 300 Drone and all appurtenant assets (collectively, the "Assets").
2. Free and Clear Conveyance. The Assets are conveyed to the Purchaser free and clear of all liens, claims, and encumbrances of any kind or nature, including, but not limited to, liens to secure payment, mortgages, and other security interests.
3. Purchase Price. The purchase price for the assets shall be One Dollar (\$1.00). The purchase price is payable by Purchaser to Seller within ninety (90) days from the Effective Date.
4. Assumed Liabilities. Upon the Effective Date, the Purchaser hereby agrees to assume title and risk of loss associated with the Assets except as set forth above.
5. As-Is Sale. EXCEPT AS SET FORTH ABOVE, THE ASSETS ARE BEING SOLD AS-IS AND SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE ASSETS, INCLUDING WITH RESPECT TO REAL ESTATE RIGHTS OR ENVIRONMENTAL MATTERS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL OTHER REPRESENTATIONS OR WARRANTIES BY SELLER ARE HEREBY DISCLAIMED.
6. Limitation of Remedies, Obligations, and Liabilities. Nothing in this Bill of Sale, expressed or implied, is intended or will be construed to confer upon, or give to, any person other than Seller and Purchaser any rights, remedies, obligations, or liabilities.
7. Parties in Interest. This Bill of Sale shall be binding upon, inure to the benefit of, and be enforceable by Seller and Purchaser and their respective permitted successors and assigns.
8. Notices. Any notice between the parties related to billing and payment terms shall be given using the contact information set out below:

Buchanan County Emergency Management
Attn: Rick Wulfekuhle
210 5th Ave NE
Independence, IA 50644
Phone: 319-334-6411

City of Independence
Attn: Matthew R. Schmitz
331 1st Street E
Independence, IA 50644
Phone: 319-334-2780

9. Choice of Law. This Bill of Sale shall be governed by and construed in accordance with the law of the State of Iowa.

10. Entire Agreement. This Bill of Sale constitutes the entire agreement between the parties hereto with respect to the subject matter hereto and all prior negotiations are hereby merged herein.

11. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Bill of Sale as of the day first above written.

SELLER:

City Of Independence Iowa, an Iowa municipal government

By: _____

Name: _____

Title: _____

PURCHASER:

Buchanan County Emergency Management, an Iowa municipal government

By: _____

Name: _____

Title: _____