



EQUIPMENT TRANSFER AGREEMENT

This EQUIPMENT TRANSFER AGREEMENT ("Agreement") is entered into this 20th day of October, 2025, between the City of Meridian (Meridian) and the City of Wilder (Wilder), each a municipality organized under the laws of the State of Idaho.

WHEREAS, Meridian owns a Radar Trailer, VIN 1P91C101XEG301471 ("Equipment"), and desires to transfer the trailer to Wilder.

WHEREAS, Wilder agrees to release Meridian from any and all liability associated with the transfer and use of the Equipment;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

1. The Parties agree to transfer the Equipment, pursuant to the terms and conditions of this Agreement.
2. Wilder acknowledges that Meridian is not the manufacturer of the Equipment and as such is providing the Equipment on an "as is" basis and makes no warranties, whether express, implied, or statutory, regarding or relating to the products furnished or provided under this agreement. To the fullest extent allowed by law, Meridian specifically disclaims all implied warranties of title, merchantability, non-infringement, and fitness for a particular purpose (even if the other Party has been informed of such purpose).
3. Wilder recognizes that there are certain risks inherent with used equipment and agree that it is their responsibility to ensure that users of the Equipment have appropriate training and any relevant certifications.
4. Wilder releases Meridian from any and all liability relating to the transfer and use of Equipment under this Agreement. Wilder assumes all liability and risk relating to their use of the transferred Equipment. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. With respect to any claim or action arising out of any services performed under or pursuant to this Agreement, each party shall only be liable for payment of that portion of any and all claims, liabilities, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself and its employees, officials, volunteers, or agents.

5. Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho. This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

MERIDIAN:

By: _____
Robert E. Simison, Mayor

Attest: _____
City Clerk

WILDER:

By: _____
Steve Rhodes, Mayor

Attest: _____
City Clerk

