

Equipment Transfer Agreement

This Equipment Transfer Agreement is entered into by Thurston 911 Communications (TCOMM911) and Tenino Police Department, hereafter referred to as Recipient. TCOMM911 will transfer equipment subject to the following terms and conditions.

1. The transferred equipment is described in detail on the attached Equipment Transfer Form.
2. Title to the equipment transfers immediately upon delivery.
3. The Recipient accepts all ownership responsibility upon delivery including but not limited to; insurance coverage, maintenance, training, proper storage, maintaining inventory records, and proper use of the equipment. Lost, damaged, or stolen equipment will not be replaced by TCOMM911.
4. The equipment delivered is accepted "as is" with the understanding that TCOMM911 shall not be held liable for equipment warranties, maintenance or repairs. All the applicable vendor warranty provisions will be transferred to the Recipient at the time of delivery.
5. The transferred equipment is a component of the Thurston County Emergency Radio Network and contributes to network quality and operational standards for all users of the network; therefore, maintenance of the equipment is essential. The Recipient agrees to maintain and keep in good operating condition the asset throughout the life cycle of the asset.
6. The Recipient shall protect, defend, indemnify and save harmless TCOMM911, its officers, employees and agents from any and all costs, claims, judgements, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Recipient, its officers, employees, and/or agents. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects TCOMM911 only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that TCOMM911 incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Recipient. In addition, TCOMM911 shall be entitled to recover from the Recipient the fees and costs incurred to enforce the provisions of this section.
7. By signing the Equipment Transfer Form, the Recipient states its compliance with the Terms and Conditions listed in this Agreement.

