

**BAPD EQUIPMENT DONATION AGREEMENT AND
WAIVER OF LIABILITY FOR DONATED EQUIPMENT**

This Equipment Donation Agreement ("Agreement") is entered into by and between the City of Broken Arrow, Oklahoma, by and through its Broken Arrow Police Department ("Donor") and Gore, Oklahoma, a Municipal Corporation, on behalf of its Police Department ("Donee").

It is agreed and understood by the Donee that the following statements apply to the item transferred, given away, or in any other manner received from Donor as further described in Exhibit "A" (the "Donated Equipment"):

WHEREAS, the Donor desires to donate AS-IS, without warranties and with all faults the Donated Equipment described in Exhibit "A" to the Donee. Pursuant to 63 O.S. 2-508, the Donated Equipment will be utilized by the Donee in furtherance of investigations falling under the Oklahoma Uniform Controlled Dangerous Substances Act.

WHEREAS, the Donee is the recipient of the Donated Equipment described in Exhibit "A" and acknowledges as follows:

1. That the Donee acknowledges that no representations, warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of donated equipment having been made with respect to the donated equipment by the Donor.
2. The Donee acknowledges that it holds all responsibility for use of the donated equipment.
3. The Donee does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, and claim in tort or contract and any other claim in equity or law, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Equipment by Donee. The entire risk of performance of the Donated Equipment is assumed by the Donee. In no event shall the Donor or its officers, agents or employees be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to the individual regardless of the legal theory resulting from the use of the Donated Equipment. The above limitations on liability apply even though the Donor may not have advised of the possibility of such damage.

DONEE HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND UNDERSTANDS ITS CONTENTS. DONEE IS AWARE THAT THIS "DONATION AGREEMENT AND WAIVER OF LIABILITY FOR DONATED EQUIPMENT" IS A CONTRACT BETWEEN THE CITY OF BROKEN ARROW, OKLAHOMA AND CITY OF GORE, OKLAHOMA.

IN WITNESS WHEREOF, both Donor and Donee have caused this instrument to be executed on its behalf by officials duly authorized to sign the same.

EXHIBIT A – LIST OF EQUIPMENT DONATED

(1) 2012 Audi A4 4-door Sedan, VIN #: WAUUAFL3CN014964

Dated this 11 day of December, 2024.

City of Broken Arrow-Donor

By: _____
Mayor

Attest: _____
Broken Arrow City Clerk

Approved as to form:

City Attorney

City of Gore-Donee

By: Rosee Henry
Mayor

Attest: Lisa Settemy
Gore City Clerk

Approved as to form:

[Signature]
Gore City Attorney

SURPLUS OR OBSOLETE ITEMS FORM

Date: 010725

Surplus Obsolete

Is this a Fixed Asset? Yes No

If yes, please note the tag number and asset number if known

Asset Number: _____ Tag Number: N/A

Department: Police

Unit Number (If Applicable): None

Description: 2012 Audi A4 Sedan

VIN/Serial Number: WAUUAFL3CN014964

Current Location: 775 N. Redbud Broken Arrow, OK

Disposal Type (Check One):

Scrap Sell Auction Donate

Other Explain: _____

Form Completed by: Bennett #140

Phone Number: 918 451 8406

Department Head Signature:  345

Please forward this form to logistics division with surpluses item.
Disposal Information to be completed by logistics

Sold To: _____

Picked up by: _____ Date _____

Sold Through _____

Amount Received: _____

Comments: