

**TRANSFER OF OWNERSHIP AGREEMENT AND RELEASE AND
WAIVER OF LIABILITY FOR EQUIPMENT**

Comes now, the City of Broken Arrow, also referred to as "COBA" and the City of Nowata, also referred to as "transferee" enter into the agreement as follows, to wit:

WHEREAS, the City of Broken Arrow desires to transfer ownership AS-IS, Without Warranties and With all faults the specific equipment described in Exhibit "A" to the City of Nowata

WHEREAS, the "transferee" City of Nowata is the recipient of the specific equipment listed on attached Exhibit "A" and acknowledges as follows:

1. That the City of Nowata 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 the specified equipment have been made with respect to the equipment by the City of Broken Arrow.
2. That the transferee hereby agrees to compensate due consideration for this transfer to COBA in the form of labor contributions for a future City of Broken Arrow Public Works Project.
3. The City of Nowata acknowledges that it holds all responsibility for use of said equipment.
4. That the City of Nowata 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 Equipment by transferee. The entire risk of performance of the Equipment is assumed by the City of Nowata. In no event shall the City of Broken Arrow or its officers, agents, 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 legal theory resulting from the use of the Equipment. The above limitations on liability apply even though the City of Broken Arrow may not have advised of the possibility of such damage.

TRANSFEEE HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND UNDERSTANDS ITS CONTENTS. TRANSFEEE IS AWARE THAT THIS "TRANSFER OF OWNERSHIP AGREEMENT AND RELEASE AND WAIVER OF LIABILITY FOR EQUIPMENT" IS A CONTRACT BETWEEN THE CITY OF BROKEN ARROW AND CITY OF NOWATA.

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

Dated this ____ day of _____, 2025.

City of Broken Arrow

By: _____
Mayor

Attest: _____
Broken Arrow City Clerk

Approved as to form:

Deputy City Attorney

City of Nowata

By: _____
Mayor

Attest: _____
Nowata City Clerk

Approved as to form:

Nowata City Attorney

EXHIBIT A-LIST OF TRANSFERRED EQUIPMENT

- (1) 2007 Kubota Mini Excavator
Known as Unit 0712
Model: U45-3S
VIN: JKUU0453T01H31043