LEHIGH UNIVERSITY
EQUIPMENT TRANSFER AGREEMENT

This Equipment Transfer Agreement is made and entered into this ___ day of ___ 201_,
by and between Lehigh University, Bethlehem, PA 18015, ("Transferor") and ___ ("Transferee").

Equipment Description: ____________________________

Asset Nos. (if applicable): __________ Terms and Conditions:
Transferor and Transferee, for good and valuable consideration, the sufficiency of which is hereby
acknowledged, intending to be legally bound, agree as follows:

1. Equipment Transfer. The goods, material, chattels, equipment, machinery, manufactured
articles, merchandise, fixtures, product, appliances, vehicles, plants and any other items as
described above shall be referred to as the "Equipment."

2. Warranty. THE EQUIPMENT IS TRANSFERRED ""AS IS."" LEHIGH DOES NOT MAKE ANY
REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED
UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING
THE GENERALITY OF THE FOREGOING, LEHIGH DOES NOT MAKE ANY REPRESENTATIONS OR
WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT
TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT
LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR
PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR
CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE
OF THE EQUIPMENT.

3. Indemnification. Transferee agrees to indemnify and hold harmless Transferor, its agents,
servants, employees, and trustees from any and all claims, actions, suits, procedures, costs,
expenses, damages and liabilities, including attorneys’ fees, which may be sustained or claimed
to be sustained by any person, and all damages to property, caused by or in connection with
Transferee’s use, possession, ownership, sale or disposal of the Property.

4. Assumption of Risk: Transferee and/or Transferee’s representative(s) understand that entering
the premises to inspect and/or remove the Equipment carries with it certain inherent risks that
cannot be eliminated regardless of the care taken to avoid injuries. Transferee assumes all risks
of damage, injury, or loss to person or property, and agrees to hold Transferor free and
harmless from any and all claims which may arise from any cause. When requested by
Transferor, Transferee agrees to evidence adequate insurance coverage for any or all operations
involved with the sale and removal of equipment.

5. Waiver: Transferee, Transferee’s heirs, personal representatives or assigns, do hereby release
waive, discharge and covenant not to sue Transferor and their agents, servants, employees, and
trustees for any and all claims including the negligence of the Transferor, its agents, servants,
employees, and trustees resulting in personal injury, accidents or illnesses (including death), or
property loss.

6. Limitation on Damages. TRANSFEROR SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO
ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY,
SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE OR PROFITS WHETHER OR NOT TRANSFEROR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Integration. This Agreement comprises the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to this Agreement. This Agreement supersedes and takes precedence over any purchase orders, letters, or other documents or terms contained therein that may be inconsistent with this Agreement.

8. Severability. The foregoing Warranty, Assumption of Risk, Waiver, Limitation on Damages provisions are intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

9. Modification. This Agreement may not be modified or amended except in a writing signed by both parties with specific reference to this Agreement.

10. Miscellaneous. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Transferor and Transferee. Neither party, by virtue of this Agreement, is authorized as an agent, employee, or legal representative of the other.

11. Compliance with Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts or choice of law provisions. Transferee agrees to comply with all Federal, State, and Local regulations governing the use and use and disposal of this equipment.

12. Release of Goods. Equipment will be released to the Transferee only upon Transferee's receipt of Transferor's authorized purchase order form. Expenses incurred in connection with the handling and removal of the equipment will be the responsibility of the Transferee. Transferee accepts full responsibility for any repairs incurred following _______ (date of transfer), as well as any costs or obligations related to vehicle registration, safety certification, transfer of ownership, and regulations promulgated by the Pennsylvania Department of Transportation.

13. If the Transferee fails to remove the property within the time agreed upon, the Transferor reserves the right, upon written notice to the Transferee, to sell or otherwise dispose of the equipment. The rights and remedies of Transferor, provided this clause shall not be exclusive, are in addition to any other rights and remedies provided by law or under their contract.

TRANSFEROR: LEHIGH UNIVERSITY          TRANSFEREE: ________________

By __________________________  By __________________________

Title __________________________  Title __________________________

Date __________________________  Date __________________________