

**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 governed by the laws of the Commonwealth of Pennsylvania be deemed to have been executed in 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

TRANSFEEE: _____

By _____

By _____

Title _____ Title _____

Date _____

Date _____