

WARRANTY AGREEMENT

This AGREEMENT is made by and between CARSON CITY (“Transferor”), a consolidated municipality and political subdivision of the State of Nevada, and the Nevada Day Incorporated (“Transferee”), a non-profit organization, on this _____ day of _____, 2019. Pursuant to the terms of this AGREEMENT, Transferor and Transferee agree as follows:

1. Consideration and Transfer of Title

- 1.1 At a mutually acceptable date and time, but not sooner than the date on which RESOLUTION NO. 2019-R-_____ (“RESOLUTION”) is duly passed and adopted by the Carson City Board of Supervisors, Transferee will, at Transferee’s sole cost, expense and risk, take physical and legal possession of the Equipment described in the RESOLUTION and pursuant to which the Carson City Board of Supervisors has determined to be a surplus item lawfully suitable for donation under the provisions of NRS 244.1505.
- 1.2 The sole consideration to Transferor as a result of the transaction described by this AGREEMENT is the convenience of removal of the Equipment from the physical and legal possession of Transferor. No monetary consideration shall be due to Transferor under the terms of this AGREEMENT.
- 1.3 Effective immediately upon Transferee’s physical and legal possession of the Equipment, Transferor hereby transfers, assigns and conveys to Transferee all of Transferor’s rights, title and interest in, and any duty, obligation or responsibility relating to, the Equipment.

2. Disclaimer of Warranties and Limitation of Liability

- 2.1 The Equipment will be conveyed to Transferee AS IS and WHERE IS. Transferor makes no warranties, express or implied, whether of title, merchantability or fitness for any particular purpose or use or otherwise, on the Equipment.
- 2.2 Under no circumstance will Transferor be liable to Transferee or any other person for any direct, indirect, incidental, special or consequential damages arising out of or relating to this AGREEMENT or the Equipment.

3. Entire Agreement

- 3.1 This AGREEMENT represents and embodies the entire agreement between Transferor and Transferee with respect to the Equipment. This AGREEMENT supersedes all prior oral and written, and all contemporaneous oral communications, agreements, proposals,

representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

4. Governing Law

4.1 This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Nevada as applicable to agreements made and wholly performed in Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above:

TRANSFEROR:

CARSON CITY,
a consolidated municipality and
political subdivision of the State of Nevada.

By:

Dated: _____


Robert Crowell, Mayor

and

NEVADA DAY INCORPORATED,
a non-profit organization.

By:

Dated: 9-28-17



Robert Bean, President