



USED EQUIPMENT DONATION AGREEMENT

This USED EQUIPMENT DONATION AGREEMENT ("Agreement") is made effective as of September 2, 2015 ("Effective Date"), by and between Fireman's Fund Insurance Company, a California corporation, with offices at 777 San Marin Drive, Novato, California 94998 ("Transferor"), and San Francisco Fire Department with offices at 698 Second Street, San Francisco, Ca 94107-2015 ("Transferee").

Transferor and Transferee agree as follows:

Section 1: Removal of Equipment; Consideration; Transfer of Title

1.1 At a mutually acceptable time and date, but not later than thirty (30) days after the Effective Date, Transferee will, at Transferee's sole cost, expense and risk, remove the equipment identified in Exhibit A to this Agreement ("Equipment") from Transferor's offices at the address listed above (the "Site"). In the alternative, Transferor may, with prior notice to Transferee, deliver the Equipment to Transferee at Transferee's offices at the address listed above.

1.2 The sole consideration to benefit Transferor as a result of the transactions contemplated by this Agreement shall be the convenience of having the Equipment removed from the Site. No monetary consideration shall be due to Transferor under the terms of this Agreement and the transfer of the Equipment is being made as a charitable donation.

1.3 Effective upon removal of the Equipment from the Site, Transferor hereby transfers, assigns and conveys to Transferee all of Transferor's right, title and interest in and to the Equipment as well as all liabilities, claims, and the like, whether known to FFIC or not. Upon such removal, Transferee will assume the sole responsibility and risk of loss for the Equipment on the same basis as any other property owned by Transferee.

Section 2: Disclaimer of Warranties; Limitation of Liability

2.1 **THE EQUIPMENT WILL BE CONVEYED TO TRANSFEEE "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS". TRANSFEROR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE EQUIPMENT.**

2.2 **UNDER NO CIRCUMSTANCES WILL TRANSFEROR BE LIABLE TO TRANSFEEE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CONDITION OF THE EQUIPMENT OR THE USE OR OPERATION OF THE EQUIPMENT BY TRANSFEEE.**

2.3 The description of the Equipment is for the sole purpose of identifying the Equipment and does not constitute a representation or warranty in any respect whatsoever. Transferor has made no representations or warranties to Transferee regarding the quality, nature, condition or composition of the Equipment; nor the compliance of the Equipment with the requirements of any specifications, laws or regulations; and Transferee has been given the opportunity to reject the Equipment, in part and in whole, and has declined to do so.

Section 3: Representations and Covenants of Transferee

Transferee represents and warrants to Transferor that it is a not for profit organization and that the Equipment will be utilized as specified in writing by Transferee, and not for the purpose of resale, personal use, or use by any organization other than the Transferee indicated herein. Upon acceptance, Transferee shall be responsible for compliance with all laws and regulations applicable to use of the Equipment, whether required of Transferor or otherwise. Transferee agrees to indemnify and hold Transferor harmless from any and all claims, damages, costs or attorneys' fees arising from a claim of injury to persons or property due to the use or misuse of the Equipment by Transferor.



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Section 4: Entire Agreement; Amendments

This Agreement embodies the entire agreement between Transferor and Transferee with respect to the Equipment and supersedes all prior or contemporaneous agreements, proposals, representations and understandings of the parties, whether written or oral concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

Section 5: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California as applicable to agreements made and wholly performed in California without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Used Equipment Donation Agreement as of the date first written above.

TRANSFEROR:
FIREMAN'S FUND INSURANCE COMPANY

By: Asghar Memon

Title: Operations Support Executive

Date: 9/1/15

TRANSFeree:
SAN FRANCISCO FIRE DEPARTMENT

By: Joanne Hayes White Date: 08/31/15
(Authorized signatory)

Chief Joanne Hayes-White, San Francisco Fire Department
698 Second Street
San Francisco, Ca. 94107



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EXHIBIT A
EQUIPMENT SCHEDULE

EQUIPMENT DESCRIPTION:

Antique Fire Truck – 1855 Worth-Built Hand Pumped Fire Engine. Known as "Empire"/"Old Broderick".

Dollar Value \$ 123,000