

**BOARD AGENDA ITEM**

**APRIL 21, 2015**

**SUBJECT:**

Donation from Tractor Supply Company

**BACKGROUND INFORMATION:**

Tractor Supply Company had tools and equipment they wished to donate.

**ADMINISTRATIVE CONSIDERATION:**

The Maintenance Department would like to accept the donation and distribute to appropriate CATE classes or use the tools.

**RECOMMENDATIONS:**

Accept the donation of tools from Tractor Supply Company

**ATTACHMENT:**

Tractor Supply Company Product Donation

**PREPARED BY:**

David M. Caver

**TRACTOR SUPPLY COMPANY PRODUCT DONATION  
NOTICE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT**

Charles K Gunter, (hereinafter "Recipient"), agrees that this is a contract for receipt of donated product and not purchased product. Recipient agrees that the product is donated by Tractor Supply Company (hereinafter "TSC") to Recipient upon the express condition that:

1. The donated product will remain in the possession of Recipient for at least six months and will not be sold, bartered or given away during that six months;
2. Recipient will not return the donated product to the manufacturer, any Tractor Supply Company retail store, or any retail store selling manufacturer's products for any reason including rebate, return, credit, or exchange;
3. Recipient accepts the donated product, "as-is"; defined as the condition in which the donated product is delivered; and
4. Recipient is responsible for the correct use of the donated product according to manufacturers' instructions and guidelines.

In consideration of the receipt of the donated product, Recipient hereby unconditionally RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE TSC or the manufacturer, and their respective officers, directors, agents, administrators, volunteers, and employees, sponsoring agencies, and sponsors (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained as a result of accepting or using the donated product.

Recipient and its agents and representatives are fully aware of the potential risks involved and potential hazards connected with using the donated product and hereby elects to voluntarily accept the donated product with the full knowledge of these risks and hazards and voluntarily assumes full responsibility for any risks of loss, personal injury, including death, that may be sustained during the use of the donated product.

Recipient agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney fees that they may incur as a result of Recipient accepting or using the donated product whether caused by the active or passive negligence of the Releasees, or otherwise.

☐ Recipient expressly understands that all donated product is without any warranty, either express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

Charles K Gunter  
Recipient Organization Printed Name

Charles K Gunter 3/20/15 Nate Wolfe 3/20/15  
X Signature of Recipient Representative DATE X Signature TSC Manager/Assistant Manager DATE

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Recipient Representative Printed Name TSC Manager/Assistant Manager Printed Name

Kawasaki Bug Back Tails 1000-\$1500  
Description of Product Donated