

## EQUIPMENT TRANSFER, RELEASE AND INDEMNITY AGREEMENT

This Agreement is dated for reference purposes of transferring ownership of equipment and is between the CITY OF EVERETT (the “**City**”) and Snohomish County Fire District #17 (the “**New Owner**”). City and New Owner agree as follows:

- A. The City hereby transfers to the New Owner all of the City’s rights, titles, and interests in the following equipment (the “**Equipment**”): Two (2) Vendnovation IQ640 vending machines and associated equipment.
- B. In exchange for the Equipment, the New Owner agrees to pay the City \$3,000.00.
- C. The City transfers the Equipment to the New Owner AS IS, WHERE IS, and WITH ALL FAULTS.
- D. The City expressly disclaims and makes NO EXPRESS WARRANTIES, NO IMPLIED WARRANTIES and NO GUARANTEES of any kind whatsoever regarding the Equipment.
- E. The City makes no representations whatsoever that the Equipment is safe or that the Equipment functions properly, or that the Equipment is in any particular condition. The New Owner is 100% RESPONSIBLE for determining the condition of the Equipment and for determining whether the Equipment is safe and suitable for any use by the New Owner.
- F. The New Owner WAIVES AND RELEASES City from any and all claims, known or unknown, foreseen or unforeseen, that the New Owner now has or that may subsequently accrue to the New Owner, arising out of or relating to the Equipment, including without limitation all claims relating to personal injuries caused by the Equipment, Equipment condition, past or future Equipment accidents, Equipment mechanical failure or Equipment need for repair.
- G. The New Owner shall INDEMNIFY AND DEFEND AND HOLD HARMLESS the City from and against any and all claims arising from or relating to the use of Equipment by New Owner or New Owner’s employees, agents, contractors or volunteers, including without limitation all claims relating to personal injuries caused by the Equipment, Equipment condition, past or future Equipment accidents, Equipment mechanical failure or Equipment need for repair.
- H. This Agreement is the complete agreement of the parties regarding the Equipment and supersedes all other agreements, oral and written. No amendment of this Agreement is effective unless in writing and signed by the Mayor of the City of Everett and an authorized representative of New Owner. Exclusive venue for any lawsuit arising from or relating to this Agreement is Snohomish County Superior Court. AdobeSign signatures are fully binding.

**NEW OWNER:**  
**Snohomish County Fire District #17**

\_\_\_\_\_.

By: James Haverfield  
Name: Jim Haverfield  
Title: Fire Chief

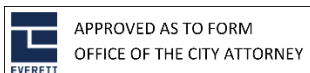
**CITY OF EVERETT,**  
a Washington municipal corporation

By: Cassie Franklin

Name: Cassie Franklin  
Its: Mayor

Attest:

Maria J. [Signature]  
Office of the City Clerk














# EMS Vending Machines Surplus\_012425\_SD

Final Audit Report

2025-01-27

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 Agreement completed.

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