



EQUIPMENT TRANSFER AGREEMENT

1. **BASIC PROVISIONS.** The following definitions and provisions apply:

New Owner	Fleet EForce, Inc.
	4041 Bruin Boulevard, Suite 3
	Frederick, CO 80504
	support@fleeteforce.com
Equipment	Proterra parts
Payment	\$10,096.87

2. **TRANSFER.** Effective as of date of last signature below, City of Everett (Everett) hereby (A) transfers the Equipment to New Owner, (B) assigns all assignable warranties held by Everett associated with the Equipment to New Owner, and (C) warrants to New Owner that Everett owns the Equipment free and clear of all monetary liens and encumbrances.

3. **PAYMENT.** In exchange for the Equipment, the New Owner agrees to pay Everett the amount stated in the Basic Provisions above.

4. **NO WARRANTY.** Except for the title warranty in Section 2.C above, Everett expressly disclaims and makes NO EXPRESS WARRANTIES, NO IMPLIED WARRANTIES and NO GUARANTEES of any kind whatsoever regarding the Equipment. Everett 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.

5. **WAIVER AND RELEASE.** The New Owner WAIVES AND RELEASES Everett 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, Equipment accidents, Equipment mechanical failure or Equipment need for repair.


6. **INDEMNITY.** The New Owner shall INDEMNIFY AND DEFEND AND HOLD HARMLESS Everett from and against any and all claims arising from or relating to the use of Equipment by New Owner, including without limitation all claims relating to personal injuries caused by the Equipment, Equipment condition, Equipment accidents, Equipment mechanical failure or Equipment need for repair. Solely and expressly for the purpose of its duties to

indemnify and defend and save harmless Everett, New Owner specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. New Owner recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

7. **MISCELLANEOUS.** 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.

{signatures on next page}


**NEW OWNER:
FLEET EFORCE, INC.**

Signature:  _____

Name of Signer: Cory Runnells

Title of Signer: Business Development Director

CITY OF EVERETT,
a Washington municipal corporation

By:  _____

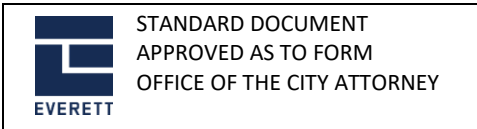
Name: Cassie Franklin

Its: Mayor

Attest:



Office of the City Clerk














Proterra Parts Inventory Sale_040826_SD

Final Audit Report

2026-04-13

Created:	2026-04-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMMYISD2iA7a84eoZaAXC30zxcgMZB7Utl

"Proterra Parts Inventory Sale_040826_SD" History

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-  Signer cory.runnells@fleeteforce.com entered name at signing as Cory Runnells
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-  Document e-signed by Cory Runnells (cory.runnells@fleeteforce.com)
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 Agreement completed.

2026-04-13 - 5:41:04 PM GMT