## City of Renton Surplus Agreement For Sale of Personal Protective Equipment

This Agreement is between the City of Renton, a Washington municipal corporation, ("Renton") and <u>Cuautla Fire</u>, a [<u>municipal</u> entity type], ("Purchaser") (collectively the "Parties"). Department entity

WHEREAS, Renton desires to dispose of the Personal Protective Equipment identified in Exhibit A, which is attached and incorporated by this reference, (hereinafter referred to as the "PPE");

WHEREAS, Purchaser desires to purchase the PPE in an "as is" condition and fully accept all known and unknown risks and responsibilities with regard to its intended use of the PPE;

WHEREAS, Renton has determined that its sale of PPE to Purchaser complies with Renton City Policy #250-10; and

NOW THEREFORE THE PARTIES AGREE as follows:

- 1. Purchaser agrees to pay Renton the amount of <u>*Hevo*</u> (\$ <u>Ø</u>), plus any applicable sales taxes, as a full value exchange for the PPE.
- 2. In consideration of such payment and the other promises and agreements herein, Renton agrees to transfer ownership of the PPE to Purchaser.
- 3. Purchaser acknowledges that the PPE was or may have been surplused by Renton because Renton deems the PPE to be outdated, expired, or no longer safe for its intended use. The reasons for surplus may include the PPE's failure to meet applicable safety requirements or guidelines, including but not limited to state regulations and National Fire Protection Association Standards. Purchaser is solely responsible for educating itself and complying with all applicable safety requirements and/or guidelines.
- 4. Purchaser agrees that Renton has not made and Purchaser has not relied upon any written or oral representations or warranties as to the PPE's fitness for use in any application. Purchaser accepts sole responsibility for accepting the PPE in "as is" condition without reliance on any statements or promises by Renton outside of this Agreement. To the extent previous oral or written representations were made by Renton or its employees, such representations are repudiated. Purchaser's decision to purchase the PPE is based upon Purchaser's own observations and inspection of the PPE and acceptance of any risks involved in using the PPE for its intended purposes. Purchaser acknowledges that the PPE may have been altered or deteriorated from its original condition so that use of the PPE in accordance with manufacturer recommendations may no longer be safe, regardless of whether any specific alteration or deterioration has been expressly disclosed by Renton.

## Luke Alvorado Mexico

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SURPLUSED COAT & LINER	SURPLUSED PANT & LINER	SURPLUSED HELMET	DATE SURPLUSED
22911602 /22911602	22911901/22911901	S-1	May-16
403009921/403009922	403009949/403009949	S-2	May-16
1644631/1644632	1433061/1433062	S-3	May-16
25098101/25098101	2800841/NO LINER	S-4	May-16
15627/15627	1820081/1820082	S-5	May-16
17357001/17357001	25100601/25100601	S-6	May-16
1524771/1524772	19191701/19191701	S-7	May-16
13989001/13989001	19751701/19751701	S-8	May-16
38407-001/38407-001	25100301/25100301	S-9	May-16
25097901/25097901	1525791/1525792	S-10	May-16
22922201/22922201	1433501/1433502	S-11	May-16
25097902/25097902	1820021/1820022	S-12	May-16
403009927/403009927	25100501/25100501	S-13	May-16
2530102056/2530102056	25100201/25100201	S-14	May-16
1770531/1770532	22924301/22924301	S-15	May-16
25098002/25098002	25100702/25100702	S-16	May-16
611002417/611002417	403009954/403009954	S-17	May-16
12286101/12286101	25100802/25100802	S-18	May-16
25098401/25098401	19844501/19844501	S-19	May-16
25098301/25098301	20341601/20341601	S-20	May-16
1562422/1562421	25100402/25100402	S-22	May-16
25098001/25098001	20916001/20916001	S-24	May-16
2299611/2299612	25100602/25100602	S-25	May-16
	20915901/20915901	S-26	May-16
	19435901/19435901	S-27	May-16
	251007001/25100701	S-29	May-16
	2530102057/2530102057	S-30	May-16
		S-35	May-16
		S-36	May-16
		S-37	May-16