

TERMS AND CONDITIONS

I hereby certify that the item(s) acquired through the Department of Administrative Services (DOAS) Surplus Property Division shall not be resold within one (1) year of acquisition without the written consent of the Surplus Division and that the division shall have the right which shall be exercised at its discretion to supervise the resale of such property at public outcry to the highest responsible bidder if such resale is within one (1) year of acquisition. All proceeds from the sale of the item(s) will revert to the State of Georgia through the Surplus Division.

A. THE DONEE CERTIFIES THAT:

1. It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203(J) of the Federal Property and Administrative Service Act of 1949, as amended, and the regulations of the Administrator of General Services.
2. If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purposes. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the State agency.
3. Funds are available to pay all costs and charges incident to donation.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964; Title VI, Section 606 of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Educational Amendments of 1972, as amended; and Section 303 of the Age Discrimination Act of 1975.

B. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

1. All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donees expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
2. Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.
3. In the event the property is not so used or handled as required by (B) (1) and (2) title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

C. THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the State agency designates a further period of restriction.
3. In the event the property is not so used as required by (C) (1) and (2) and Federal restrictions (B) (1) and (2) have expired then title and right to the possession of such property shall at the option of the State agency revert to the State of Georgia and the donee shall release such property to such person as the State agency shall direct.

D. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

1. From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without prior approval of GSA under (B) or the State agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
2. In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or for the fair market value or the fair rental value of the property at the time of such disposal as determined by GSA or the State agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State Agency.
4. The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.
5. At the option of the State agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations and restrictions pertinent thereto in (D) by payment of any amount as determined by the State agency.

E. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

1. The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind.
2. Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damages to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the State agency will be entitled to reimbursement from the donee out of insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

F. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, condition, reservations, and restrictions set forth in the conditional Transfer document executed by the authorized donee representative.

G. HOLD HARMLESS AGREEMENT:

THE DONEE AGREES to hold harmless the UNITED STATES GOVERNMENT, THE STATE OF GEORGIA, and their respective departments, agencies, institutions, and employees harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use or final disposition.