

NH-INBRE EQUIPMENT EXCHANGE

Transfer Agreement, Disclaimer of Warranties and  
Release of Claims for the Donation of Used Equipment

\_\_\_\_\_ (“Institution”) wishes to receive used equipment and/or materials as described below (“Equipment”) from Trustees of Dartmouth College (“Dartmouth”) in connection with the New Hampshire IDeA Network of Biomedical Research Excellence (NH-INBRE) Equipment Exchange Program. In exchange for being permitted to receive such Equipment and other good and adequate consideration, the sufficiency of which is hereby acknowledged, Institution acknowledges and agrees to the following:

Institution agrees to receive the Equipment on an “as is” basis without any warranties express or implied of any kind, including warranties of merchantability and fitness. Institution understands that Dartmouth makes no representations as to the condition of the Equipment or as to its fitness or suitability for any particular use, and that Dartmouth is not responsible for and will not make any repairs to or replacement of Equipment received from Dartmouth.

Institution, through its below-named representative, has had an opportunity to examine the Equipment. Institution is responsible for removing the Equipment from Dartmouth.

In consideration of being able to receive Equipment from Dartmouth, Institution (for itself and its servants, agents, students, employees, or other representatives and assigns) hereby releases, waives, discharges and agrees not to sue Dartmouth, its servants, agents, students, employees, or other representatives and assigns from and against any and all liability resulting from any and all claims, actions, causes of action, demands, damages and expenses, including those arising from Dartmouth’s own negligence, which Institution may have in connection with the receipt and any and all subsequent uses, by Institution or others, of the Equipment.

Institution shall further indemnify and defend Dartmouth, its servants, agents, students and employees from and against any and all liability resulting from any third party claims arising from or related in any way to Institution’s receipt or use of the Equipment. Institution further agrees that in no event will Dartmouth be liable to Institution for special, incidental, consequential or indirect damages, including lost profits, revenues or business opportunities, caused by any failure, operation or use of the Equipment.

By signing this form, the Institution represents that it understands and agrees to the terms and conditions hereof through its duly authorized representative, as set forth below.

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Date:

Description of Equipment (including serial number if available):

\_\_\_\_\_  
\_\_\_\_\_  
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