

ACCEPTANCE, ACKNOWLEDGMENT AND RELEASE BY BUYER

Riverland Community College, a branch of the Minnesota State College and Universities system ("Buyer"), hereby accepts the attached Bill of Sale, which is incorporated herein by reference, for the donation of a 2001 Ford Econoline bus (the "personal property"), from the City of Northfield, a Minnesota municipal corporation ("Seller"), and agrees as follows as a condition of purchase and acceptance of the command van from Seller:

1. **As-Is.** The personal property described in the attached Bill of Sale is being sold in an "as is" and with "all faults" condition. Buyer hereby acknowledges that Buyer has had adequate opportunity to inspect the personal property prior to acceptance of the Seller's Bill of Sale. Buyer's acceptance of the attached Bill of Sale shall represent Buyer's acknowledgment and agreement that, except as expressly set forth herein: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the personal property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose); (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the personal property; (iii) Buyer has had an adequate opportunity to inspect the condition of the personal property and to inspect any documents applicable thereto, and Buyer is relying solely on such inspection; and (iv) the condition of the personal property is fit for Buyer's intended use. Buyer agrees to accept all risk of claims (including without limitation all claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the personal property, known or unknown, contemplated or un contemplated, suspected or unsuspected.
2. **Release and Indemnity.**
 - a. Buyer assumes full responsibility and liability for the personal property as of the date hereof;
 - b. Buyer fully and forever releases, waives and discharges Seller, its officers, employees, agents, and elected officials, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from the purchase of the personal property;
 - c. Buyer has obtained any insurance that Buyer desires covering the personal property as of the date hereof; and
 - d. Buyer agrees to indemnify, defend, and hold harmless Seller, and to pay any damages, costs or attorney's fees, as a result of any action brought by or against Seller, its officers, employees, agents, and elected officials, for any acts, omissions or conduct by Buyer of whatever kind or nature whatsoever, pertaining

to the personal property described in the attached Bill of Sale from the date hereof.

Dated this ____ day of _____, 2025.

BUYER:

RIVERLAND COMMUNITY COLLEGE

By: _____
_____, Its _____

Attest:

By: _____
_____, Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, the _____ and _____ of Riverland Community College, a Minnesota public corporation.

Notary Public

Attachment: Bill of Sale